



REGIS-TR

a SIX company

UK EMIR

Non-Reporting Entity Agreement

June 2023

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This Non Reporting Entity Agreement is made on _____

BETWEEN

1. **REGIS-TR UK LTD**, a company incorporated under the laws of England and Wales, having its registered office located at 4th floor Exchequer Court, 33 St Mary Axe, London EC3A 8AA, United Kingdom, and registered with Companies House in the UK under 11873883 (hereinafter referred to as "**REGIS-TR**").

AND

2. Company name _____
Country of legal incorporation _____
with registered office address _____
Address 1 _____
Address 2 _____
Town/City _____
Postcode _____
Country _____
and _____
Registered at (Company Registry) _____
under Company Registration _____
Number _____
(hereinafter referred to as the "**Non-Reporting Entity**").

REGIS-TR and the Non-Reporting Entity are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

NOW THEREFORE, the Parties hereto agree as follows:

Article 1 – Definitions

Capitalised words and expressions in this Agreement shall have the same meaning when used in the General Terms and Conditions (**Appendix 1**), unless the context otherwise requires or unless otherwise defined in this Agreement. In addition, the following definitions will apply:

"Agreement" means this Non-Reporting Entity agreement, its appendices (including the General Terms and Conditions), the Handbooks and any other related Governing Documents, as they may be amended from time to time.

"Counterparty" means a legal person with whom the Non-Reporting Entity entered into Derivative Transactions as a counterparty and who may be another Member or a non-Member; collectively referred to as the "**Counterparties**".

"Handbooks" means the technical and operational handbooks, as amended from time to time, describing the functionalities and the services offered by REGIS-TR to the Non-Reporting Entity and which are Governing Documents.

"Reporting Services" means the services provided to the Non-Reporting Entity by REGIS-TR as set forth in this Agreement.

"User" means an Authorised Person of the Non-Reporting Entity to act in its name and on its behalf in order to enable him/her to have access to REGIS-TR services through the private area of REGIS-TR's website.

"User ID" means the identification reference granted by REGIS-TR to each User.

Article 2 –The scope of the Agreement

2.1 The scope of this Agreement is to set forth the terms and conditions governing the provision of the Reporting Services by REGIS-TR to the Non-Reporting Entity.

2.2 The Contractual Data will be communicated to REGIS-TR by one or several Reporting Third Parties or Reporting Participants on behalf of the Non-Reporting Entity.

2.3 The obligation of REGIS-TR to provide the Reporting Services to the Non-Reporting Entity under this Agreement shall be expressly subject to the receipt by REGIS-TR of this Agreement fully and duly executed by the applicant's Authorised Person(s).

Article 3 – Acceptance by the Non-Reporting Entity

The Non-Reporting Entity hereby unconditionally and irrevocably agrees with the General Terms and Conditions as set out in Appendix 1 and with any other Governing Documents.

Article 4 – Account

4.1 Prior to the opening of the Account, the Non-Reporting Entity shall provide the information specified in **Appendix 2**, related to the form for opening an Account in REGIS-TR (the **"Application Form"**).

4.2 REGIS-TR will open an Account for the Contractual Data communicated by each Reporting Third Party or Reporting Participant on behalf of the Non-Reporting Entity.

4.3 The Account displays to the Non-Reporting Entity, for view-only purposes, the Registered Data (whether active or not) and any details related to it provided to REGIS-TR by each Reporting Third Party or the Reporting Participant on behalf of the Non-Reporting Entity, and registered by REGIS-TR pursuant to this Agreement.

Article 5 – Communication of Contractual Data

5.1 Once the Account has been opened by REGIS-TR following the acceptance by REGIS-TR of the application of the Non-Reporting Entity, the Contractual Data may be communicated by the Reporting Third Party or Reporting Participant on behalf of the Non-Reporting Entity for its registration in the Account.

5.2 No communication of Contractual Data can be made by the Non-Reporting Entities.

Article 6 – Registration of the data

REGIS-TR shall promptly record into the Account the Contractual Data received from the Reporting Third Party or the Reporting Participant on behalf of the Non-Reporting Entity.

Article 7 – Reporting Service

7.1 REGIS-TR shall provide the Non-Reporting Entity with reports related to the Registered Data as detailed in the Handbooks.

7.2 For supervision purposes, the Registered Data will be reported by REGIS-TR to the relevant Regulatory Authorities in accordance with the applicable laws and regulations.

Article 8 – Recordkeeping

8.1 The Registry shall contain the Registered Data as set forth in the Handbooks.

8.2 REGIS-TR shall keep any record relating to all the Registered Data for a period of ten (10) years from its termination, cancellation or expiry.

8.3 Subject to 8.2, the Non-Reporting Entity shall have access to the Registered Data through the private area of REGIS-TR's website as set out in the Handbooks.

8.4 Subject to 8.2, the access by the Non-Reporting Entity to the Registered Data shall survive the termination of this Agreement, by sending a written request to REGIS-TR in the form of **Appendix 4** making a reference to the identification details of such Registered Data. REGIS-TR shall reply to the Non-Reporting Entity's request within a reasonable timeframe. In the case that the Non-Reporting Entity's request is incomplete, REGIS-TR may ask for the completion of such request which, if not attended to in the following three (3) Business Days by the Non-Reporting Entity, will be disregarded.

Article 9 – Representation and warranty of the Non-Reporting Entity

The Non-Reporting Entity hereby represents and warrants on a continuing basis to REGIS-TR that:

- (a) it has obtained all necessary authorisation and authority to accomplish any and all actions for the purpose of the provision of the Reporting Services and in particular it has duly and validly authorised the Reporting Third Party or the

Reporting Participant for the communication of the Contractual Data to REGIS-TR on its behalf;

- (b) it shall provide the Reporting Third Party or the Reporting Participant with the full set of details of the Contractual Data which shall be accurate, true and complete;
- (c) it has waived any confidentiality provisions contained in the Registered Data to the extent required for the provision of the services by REGIS-TR.

Article 10 – Access

10.1 REGIS-TR shall provide the Non-Reporting Entity with a minimum of one (1) User ID (without limitation) to grant access to the private area of REGIS-TR's website together with a password for each User, as set forth in the Handbooks.

10.2 The obligation of REGIS-TR to provide the Non-Reporting Entity with the User IDs shall be expressly subject to the receipt by REGIS-TR of the names and the contact details of the Users as well as the capacity in which the Users act in the name of the Member.

10.3 The Non-Reporting Entity shall inform REGIS-TR of any change of User and provide REGIS-TR with all the necessary documents listed as conditions precedent to the allocation of the User IDs.

10.4 Unless otherwise set forth in this Agreement or in the Governing Documents, the view of reporting and queries will be made via the private area of REGIS-TR's website or via any other technical means approved by REGIS-TR, subject to the provision by the Non-Reporting Entity to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

Article 11 – Non-Reporting Entity Liability

11.1 The Non-Reporting Entity shall be liable for and indemnify REGIS-TR for the disclosure of any confidential provisions contained in the Registered Data in case it has not waived the corresponding confidentiality provisions contained in the Registered Data.

11.2 The Non-Reporting Entity shall be liable for authorising the Reporting Third Party or the Reporting Participant to act in its name and on its behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.

11.3 The Non-Reporting Entity shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims or losses caused by a breach of Article 9 this Agreement.

Article 12 - REGIS-TR's liability and limitation

12.1 REGIS-TR shall be liable for the generation of the files that are made available to the Non-Reporting Entity according to the Handbooks.

12.2 REGIS-TR shall not be liable for the completeness and the accuracy of the data reported on behalf of the Non-Reporting Entity.

12.3 REGIS-TR shall not be liable for the fraudulent use by a third party of a User ID.

Article 13 – Disclosure in relation to Contractual Data

The Non-Reporting Entity authorises REGIS-TR to disclose its name and identification, if necessary, to the other Members who are Counterparties to the relevant Contractual Data and any Regulatory Authority, if applicable, for the purpose of the registration and the reporting of the Contractual Data.

Article 14 – Termination

14.1 REGIS-TR shall notify promptly the Non-Reporting Entity of (i) the termination of the provision of the REGIS-TR services and (ii) the subsequent closing of the Account

14.2 REGIS-TR reserves the right to terminate or suspend the provision of services to the Non-Reporting Entity in relation to its Account with immediate effect and without prior notice in accordance with article 14.3 of the General Terms and Conditions (*Termination*).

14.3 In the event of the termination of this Agreement or termination of the provision of the services related to the Account in accordance with article 14 (*Termination*) of the General Terms and Conditions, REGIS-TR may close the Account.

14.4 Where REGIS-TR, in accordance with the provisions of this Agreement, decides to modify the basic characteristics of the technical conditions of the provision of the services or the fee brochure or decides not to continue providing some of the services under this Agreement pursuant to the terms set forth hereto, the Non-Reporting Entity shall be entitled to terminate the Agreement by giving notice to REGIS-TR within thirty (30) calendar days following REGIS-TR's notification of such modifications. Termination shall become effective thirty (30) calendar days after REGIS-TR's receipt of the notice of termination of the Agreement given by the Non-Reporting Entity.

14.5 In the event of the termination of this Agreement or termination of the provision of the services related to the Account the Non-Reporting Entity shall send to REGIS-TR a request (**Appendix 3**) to close the Account, in the form as prescribed in the Handbooks:

- (a) upon thirty (30) calendar days' prior written notice if termination takes place in accordance with article 14.2 (*Termination*) of the General Terms and Conditions;
- (b) upon thirty (30) calendar days' prior written notice, if termination takes place in accordance with article 14.4 of this Agreement.

All Contractual Data will be kept by REGIS-TR as set out in the Handbooks.

Article 15 – Amendment

Without prejudice to article 13 (Amendment) of the General Terms and Conditions, REGIS-TR reserves the right to modify the fee brochure and the technical conditions of the provision of the services, and hereby agrees to provide the Non-Reporting Entity with thirty (30) calendar days' prior notice to the date in which any of the foregoing amendments is due to come into force.

Where REGIS-TR considers that the modifications affect the basic characteristics of the technical conditions of the provision of the services or where REGIS-TR decides not to continue providing some of the services under this Agreement the entry into force of such modifications shall take place at least ninety (90) calendar days following the date of notification.

As an exception to the prior notice set out in the two previous paragraphs, if the date of entry into force of the amendments has been established by a legal or statutory modification, or by changes to the trading rules, such amendments will be made in accordance with article 13 (*Amendment*) of the General Terms and Conditions.

Article 16 – Intra-group operations

The Non-Reporting Entity hereby authorises REGIS-TR's Affiliates, to collect from REGIS-TR all information necessary for the performance of operational and administrative tasks by its Affiliates, in relation to any and all services provided by REGIS-TR.

Article 17 – Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to the Member and REGIS-TR. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, REGIS-TR will modify this Agreement so as to effect the original intent of the Member and REGIS-TR as closely as possible, in an acceptable manner to the end that the relationship contemplated hereby is fulfilled to the greatest extent possible.

Article 18 – Counterparts

This Agreement may be executed in any number of separate counterparts by each of the Parties hereto, each of which when executed and delivered shall constitute an original, all such counterparts together constituting but one and the same agreement and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

Article 19 – Rights of Third Parties

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

Article 20 – Applicable law and jurisdiction

This Agreement (including non-contractual obligations arising out of or in connection with its subject matter or formation) shall be governed by and construed in accordance with English law.

The Member will submit to the exclusive jurisdiction of the competent courts of England and Wales for any dispute or claim (including any non-contractual disputes or claims) which may arise under or in connection with the Governing Documents.

And, in witness whereof, the Parties sign the present Agreement, as detailed below.

The Parties agree that the Agreement, in addition to a handwritten signature - in which case it shall be signed in duplicate and to a single effect - may be signed electronically by means of a valid electronic signature recognised by the applicable regulations, which they declare to be binding so that any requirement in this Agreement to a document being "signed" shall be interpreted accordingly. The Agreement will enter into force on the date first written above.

For and on behalf of _____

Authorised Signature

Name _____
Title _____
Date _____

Authorised Signature

Name _____
Title _____
Date _____

For and on behalf of REGIS-TR

Authorised Signature

Name _____
Title _____
Date _____

Authorised Signature

Name _____
Title _____
Date _____

LIST OF THE APPENDICES

- Appendix 1 – General Terms and Conditions of REGIS-TR
- Appendix 2 – Application Form
- Appendix 3 – Closing Request Form
- Appendix 4 – Application form for access to the Registered Data