



REGIS-TR

EUROPEAN TRADE REPOSITORY

Appendix I – General Terms and Conditions

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Foreword

These general terms and conditions (the “**General Terms and Conditions**”) set forth the terms and conditions governing the provision of services by REGIS-TR, société anonyme, (“**REGIS-TR**”) to its Members.

REGIS-TR acts as a trade repository in accordance with Articles 78 and following of the Regulation (as defined below).

For each Member, the Member Agreement to which these General Terms and Conditions are attached as **Appendix I** must be duly completed, executed and returned to REGIS-TR at the address mentioned in Article 16.4 of the General Terms and Conditions.

The Member understands and acknowledges that, in the event that the Member Agreement is not properly executed and returned together with the relevant appendices and annexes, REGIS-TR retains the right to decline to provide services or to perform any obligation pursuant to the General Terms and Conditions or pursuant to any other agreement between REGIS-TR and the Member.

Article I Definitions

I.1. The following capitalised terms and expressions shall have the following meaning when used in these General Terms and Conditions:

“**Access Key**” means a USER ID, password and/or signature key.

“**Account**” or “**Master Account**” means the account(s) opened with REGIS-TR in the name of a Member according to these General Terms and Conditions.

“**Affiliate**” shall include any person that, directly or indirectly, controls, is controlled by the same ultimate controlling shareholder, through one or more intermediaries, or is under common control with REGIS-TR, where the term “control” means the possession of (i) 50% or more of the voting rights in the general meeting of a person or (ii) the power, directly or indirectly, whether by contract or ownership, to direct or cause the direction of the management and affairs of a person, including investment decisions.

“**Appointing Counterparty**” means a person, being a Member or not, who is a party to a Derivative Contract and who has appointed a Reporting Third Party or a Reporting Participant to report the Contractual Data in its name and on its behalf to REGIS-TR.

“**Authorised Person**” means any person duly authorised by any Member to act in the name and on behalf of such Member, including without limitation, authorisation to enter into the corresponding Member Agreement including the General Terms and Conditions, to enable such Member to have access to REGIS-TR services and to make communications on such Member's behalf, according to the corresponding powers of attorney or applicable authorisations as may be modified from time to time.

“**Business Day**” means a day on which REGIS-TR is open for business.

“**Contractor**” means any Affiliate or third party to which REGIS-TR may from time to time outsource or sub-contract all or part of the services offered by REGIS-TR. The term “Contractor” shall include any sub-contractor appointed from time to time by any Contractor.

“**Contractual Data**” means all the data with respect to a Derivative Contract that must be reported to REGIS-TR pursuant to the Regulation.

“**Derivative**” has the meaning given to such term in the Regulation.

“**Derivative Contract**” means a contract relating to a Derivative.

“**ESMA**” means the European Securities and Markets Authority.

“**Force Majeure**” means any cause beyond the reasonable control of REGIS-TR which prevents the performance by REGIS-TR of any of its obligations and arises from, without limitation, flood, explosion, accident, war, strike, insurrection, civil or military conflict, sabotage, labour unrest, water damage, embargo, lock-out, act of terrorism, riot, malicious acts of damage, act of any public authority (including a law, decree, regulation, judicial order or order of a governmental agency or instrumentality) or threat of any authority (de jure or de facto), legal constraint, computer or system failure, failure or malfunction of communication media, interruption of power supply, unauthorised intrusions into the system, civil or military authority, act of god, inability to secure materials or services or industrial disputes affecting REGIS-TR or any of its Contractors.

“**Governing Documents**” means for each Member the General Terms and Conditions, the applicable Member Agreement, the fee brochure, the Handbooks, as these documents may be amended from time to time, and such other documents unconditionally and irrevocably accepted and binding on Members as REGIS-TR may, from time to time, so designate.

“**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 Member. The Handbooks qualify as Governing Documents.

“**Member**” means a legal person or entity, whether financial or non-financial counterparty, whether private or public, which has been accepted by REGIS-TR as member and to which services are provided pursuant to a Member Agreement.

“**Member Agreement**” means an agreement entered into between REGIS-TR and a Member for the provision of services.

“**Non-Reporting Entity**” means a Member, different from a Reporting Participant, that has entrusted a Reporting Third Party or a Reporting Participant with the reporting to REGIS-TR of the Contractual Data of one or more Derivative Contracts to which such Member is a party.

“**Registered Data**” means any Contractual Data registered with REGIS-TR in the relevant Account(s) pursuant to the Governing Documents.

“**Registry**” means the record representing all Registered Data kept by REGIS-TR for the Members.

“**Regulation**” means Regulation (EU) N° 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories including any delegated acts and technical standards issued pursuant to such regulation, as such documents may be amended from time to time.

“**Regulatory Authority**” means any authority to which REGIS-TR must give access including access to the Registry or to which ESMA has delegated specific supervisory tasks pursuant to the Regulation.

“**Reporting Participant**” means a Member who is a party to a Derivative Contract(s) and who reports the Contractual Data of the Derivative Contract(s) to REGIS-TR.

“**Reporting Third Party**” means a Member duly appointed by at least one Appointing Counterparty and who is responsible for the reporting of the Contractual Data to REGIS-TR.

Words importing the singular shall include the plural and vice-versa.

Article headings are for ease of reference only.

Article 2 Object

- 2.1. These General Terms and Conditions set forth the terms and conditions governing the provision of services by REGIS-TR to the Members, including but not limited to registration, reporting and recordkeeping and any other services which are offered from time to time by REGIS-TR.
- 2.2. All services, products, instructions, documents, Handbooks or other publications provided or issued by REGIS-TR shall be subject to these General Terms and Conditions, except as otherwise provided therein.

Article 3 Services to Members

- 3.1. The scope and nature of REGIS-TR services vary depending on the type of Member Agreement entered into with REGIS-TR by any Member.
- 3.2. The services provided by REGIS-TR to the Members include, but are not limited to, the following: (i) the registration of the Contractual Data; (ii) access to the Registry to manage and/or view their Accounts; (iii) reports; (iv) the recordkeeping of the Registered Data; (v) access by and reporting to the Regulatory Authorities; and (vi) the reconciliation of the Registered Data.

Article 4 Accounts

- 4.1. Accounts will be established by REGIS-TR for the Members for the management, view, collection, registration and reporting of the Contractual Data.

Except as otherwise provided in these General Terms and Conditions or any other Governing Document, all such Accounts shall be opened in the name of the relevant Members, which will be responsible and solely liable for the fulfilment of all obligations pertaining thereto.

- 4.2. In case of termination as set out in Article 14 (Termination) of these General Terms and Conditions, the Account can be closed by either REGIS-TR or the Member with a prior written termination notice served to the other party (if terminated by the Member, with the termination request in the form as set out in **Appendix 3** of the relevant Member Agreement) in accordance with the Articles 14 (Termination) and 15 (Consequences of Termination) of these General Terms and Conditions. The Member must ensure that there is no active Registered Data in the Account on the closing date, failing which the Account will be closed only once there is no active Registered Data in the Account.

For the purpose of this Article 4 (Accounts) of these General terms and Conditions, an active Registered Data has the meaning of any Contractual Data that is neither terminated nor matured and still outstanding.

- 4.3. The Member is solely responsible to ensure that there is no active Registered Data in the Account on the closing date, under Article 4.2. (Accounts) of these General Terms and Conditions. REGIS-TR reserves the right to apply fees after the expected closing date if all the active Registered Data has not been removed from the Account.
- 4.4. The Member shall pay all fees, commissions and other charges with respect to such Account until the effective date of the closure or of the termination.

The Account will be closed only once all fees, commissions and other charges with respect to such Account are paid.

Article 5 Registry

- 5.1. Contractual Data that have been communicated, in accordance with the Governing Documents, are registered by REGIS-TR in the Registry. REGIS-TR undertakes to handle, register and keep the Contractual Data as they have been submitted by the Members.
- 5.2. The Members shall verify the accuracy, completeness and timely submission of the Contractual Data submitted to REGIS-TR and are responsible to ensure that the Registered Data are accurate, correct, complete, up-to-date, communicated in a timely manner and compliant with the Regulation.
- 5.3. REGIS-TR shall not be required to verify the accuracy, consistency, completeness, legality, validity, enforceability or timely communication of any Contractual Data submitted to REGIS-TR by the relevant Member pursuant to these General Terms and Conditions. REGIS-TR's only duty is to record the Contractual Data provided by its Members.
- 5.4. The Registry shall contain the Registered Data set forth in the Handbooks to the extent provided by the Member. REGIS-TR shall keep any record related to all the Registered Data for a period of ten (10) years from the termination, cancellation or expiry of the relevant Derivative Contracts.
- 5.5. The access by the Member to the Registered Data shall survive the termination of the Member Agreement. In such case, the Member may access its Registered Data, subject to Article 5.4, by sending a written request to REGIS-TR in the form of the relevant appendix making a reference to the identification details of such Registered Data. REGIS-TR shall reply to the Member request within a reasonable timeframe. In case the Member 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 Member, will be disregarded.

Article 6 Representations and Warranties

- 6.1. Each Member hereby represents and warrants to REGIS-TR on a continuing basis for the entire duration of its contractual relationship with REGIS-TR that:
 - (a) it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be);
 - (b) it is duly authorised and empowered to execute and deliver the relevant Member Agreement and these General Terms and Conditions and to perform its duties and obligations under the Governing Documents;
 - (c) all authorisations, orders, consents and approvals of all Regulatory Authority, governmental authority or other competent authorities necessary for the execution, delivery and performance of the relevant Member Agreement and these General Terms and Conditions have been obtained, and all other declarations, filings or registrations with any Regulatory Authority, governmental authority or other competent authority which are required or appropriate for the execution, delivery and performance of the relevant Member Agreement and these General Terms and Conditions have been obtained or made and are valid, subsisting and irrevocable;
 - (d) it is not restricted under the terms of its constitution or in any other manner from performing its obligations under the Governing Documents;
 - (e) the Contractual Data submitted to REGIS-TR for registration are accurate, complete, produced in a timely manner and fully compliant with the Regulation;

- (f) on the assumption that the Governing Documents are valid and enforceable as a contract as a matter of the laws of the Grand Duchy of Luxembourg, these General Terms and Conditions constitute the legal, valid and binding obligations of it, enforceable against it in accordance with their terms;
 - (g) the choice of the laws of the Grand Duchy of Luxembourg as the governing law of the Governing Documents and the submission to the jurisdiction of the courts of Luxembourg, Grand Duchy of Luxembourg are valid and irrevocably binding upon it;
 - (h) in case a Member appoints a third party to report in its name and on its behalf, such Member has carefully selected such third party and has duly and validly appointed it;
 - (i) each Reporting Third Party or Reporting Participant has obtained the consent of the Appointing Counterparty to enter into the relevant Member Agreement, these General Terms and Conditions and generally to abide by the provisions and requirements of the Governing Documents; and
 - (j) each Reporting Third Party 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 in case it has been duly and validly appointed by the Appointing Counterparty for the communication of the Contractual Data to REGIS-TR on the behalf of the Appointing Counterparty;
 - (k) It guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf of the Appointing Counterparty;
 - (l) each Reporting Third Party shall report the full set of details of the Contractual Data that would have been reported, would the Contractual Data had been reported to REGIS-TR by the Appointing Counterparty, and in particular that the information and notifications sent to REGIS-TR by the Reporting Third Party in the name and on behalf of its Appointing Counterparty are accurate, true and complete;
 - (m) each Non-Reporting Entity shall provide the Reporting Third Party or, as the case may be, the Reporting Participant with the full set of details of the Contractual Data which shall be accurate, correct, true and complete;
 - (n) it has waived or obtained the waiver of any confidential information contained in the Registered Data to the extent required for the provision of the services by REGIS-TR.
 - (o) each Derivative Contract of which Contractual Data are reported to REGIS-TR is legal, valid and binding on the parties hereto.
- 6.2. Each Member undertakes to notify REGIS-TR of any change in its legal capacity or in case any of the above representations become inaccurate, wrong or misleading.
- 6.3. REGIS-TR hereby represents and warrants to each Member, on a continuing basis for the entire duration of its contractual relationship with REGIS-TR, that:
- (a) it is duly organised and validly existing under the laws of the Grand Duchy of Luxembourg and that it conducts its business in compliance with all applicable laws, decrees, regulations and constitutive documents which are applicable to it, including in particular the provisions of the Regulation and implementing regulations;
 - (b) it is duly registered and under the supervision of ESMA;
 - (c) it has the power and the capacity to enter into and deliver the relevant Member Agreement and these General Terms and Conditions, and to perform its obligations under the Governing Documents;
 - (d) the entry into force and performance of the relevant Member Agreement do not violate or conflict with any applicable laws, decrees or regulations, the constitutional documents applicable to it, any

guidelines of Regulatory Authorities applicable to it, any regulatory authorisation, judgement or order to which it is subject or any restriction binding on or affecting it;

- (e) its obligations under the Governing Documents constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; and
- (f) there exists no legal or arbitral action or judicial or administrative procedure or other measure against it which could result in a substantial deterioration of its business or financial condition or which could affect the validity or the performance by it of the Governing Documents.

- 6.4. REGIS-TR undertakes to notify the Members in case any of the above representations become inaccurate, wrong or misleading.

Article 7 Regulatory requests and control by REGIS-TR

- 7.1. REGIS-TR reserves the right to request evidence from its Members of their compliance with their obligations, duties, representations and warranties, in particular in relation with applicable personal data protection requirements, as provided in these General Terms and Conditions.

For that purpose, the Members agree that REGIS-TR, its employees, agents or Contractors or REGIS-TR's auditors shall have the right in strict compliance with regulatory and compliance rules applicable to REGIS-TR and in accordance with the Regulation to require from the Members, at any time, the disclosure, within the ten (10) following calendar days from the REGIS-TR's request, of any documentation and information they may consider necessary.

- 7.2. The documentation and information disclosed according to the precedent paragraph shall be treated as confidential subject to the terms of Article 10 (Confidentiality) of these General Terms and Conditions. REGIS-TR shall ensure that its auditors, employees, agents and Contractors are fully aware of the confidential nature of the information they may receive in the exercise of these rights and will comply with the confidentiality obligations set out in Article 10 (Confidentiality) of these General Terms and Conditions.

Article 8 Duties of the Members

- 8.1. Members shall provide all necessary cooperation to REGIS-TR in order to facilitate the provision of the services to the Members as provided in the Governing Documents. The Members shall timely provide to REGIS-TR all useful and necessary data and/or other information necessary or useful for an adequate provision of services. Each Member shall ensure the accuracy and completeness of such data and/or other information (including but not limited to the data provided by each Member in or in connection with its application form (**Appendix 2**)).

- 8.2. Each Member undertakes to provide from time to time to REGIS-TR the names and details of the Authorised Persons and their specimen signatures. REGIS-TR has no obligation to carry out any investigation in that respect.

Any declaration of authorisation, consent, power of attorney and signatory authorities of Authorised Persons required under the Governing Documents and lodged with REGIS-TR shall be valid (notwithstanding any entry into a company register or any other similar register to the contrary) unless, and until, a revocation or amendment sent by registered letter is received by REGIS-TR.

Unless such revocation or amendment specifies a later date, such revocation or amendment shall be considered effective on the second Business Day after the date of its receipt by REGIS-TR.

- 8.3. In the event that, due to a breach by another Member of its duties under Article 8.1 (Duties of the Members) hereto, REGIS-TR has erroneously made available any reports, information or data which are not in relation to the receiving Member and/or its Appointing Counterparties, each Member:

shall without any delay notify REGIS-TR of such event;

undertakes to remove, erase or delete permanently such reports, information or data, from any computer, word processor, mobile telecommunication device or similar device which would allow the storage of data of any of its representatives, staff members or any third party having access to such data without any delay.

In such event only, REGIS-TR is entitled to block immediately the access to the relevant Accounts of the receiving Member in order to delete permanently any such reports, information or data not related to the receiving Member and/or its Appointing Counterparties.

- 8.4. Each Reporting Participant and each Non-Reporting Entity shall provide REGIS-TR with a list of the entities it has duly and validly authorised to report the Contractual Data on its behalf and shall be liable for providing necessary authorisation to act in its name and on its behalf for the purpose of the provision of the services in accordance with the Member Agreement. This list needs to be provided following the procedure set out in the Handbooks. The Reporting Participant and the Non-Reporting Entity are responsible for the completeness, accuracy and correctness of such list. Each Reporting Participant and each Non-Reporting Entity shall maintain this list up-to date and provide REGIS-TR with any amendment to it at least five (5) Business Days before their entry into force.

In case of discrepancy between the list provided by the Reporting Participant or the Non-Reporting Entity and the Contractual Data submitted to REGIS-TR, REGIS-TR reserves the right to reject this Contractual Data.

Each Reporting Third Party and each Reporting Participant shall provide REGIS-TR with a list of the entities (direct clients) which have duly and validly authorised it to report the Contractual Data on their behalf and shall be liable for obtaining the Appointing Counterparties' necessary authorisation to act in their name and on their behalf for the purpose of the provision of the services in accordance with the Member Agreement. This list needs to be provided following the procedure set out in the Handbooks. The Reporting Third Party and the Reporting Participant are responsible for the completeness, accuracy and correctness of such list. Each Reporting Third Party and each Reporting Participant shall maintain this list up-to date and provide REGIS-TR with any amendment to it at least five (5) Business Days before its entry into force.

In case of discrepancy between the list provided by the Reporting Third Party or the Reporting Participant and the Contractual Data submitted to REGIS-TR, REGIS-TR reserves the right to reject this Contractual Data.

Article 9 Communication in relation to the services

- 9.1. REGIS-TR shall prescribe the formats, modes, procedures and requirements of communication between REGIS-TR and the Member in relation to the services as described in Article 3.2 (Services to Members) of these General Terms and Conditions. REGIS-TR may amend such formats, modes, procedures or requirements from time to time, and will advise the Members accordingly. REGIS-TR shall not be held liable for the use of formats, modes, procedures and requirements of communication prescribed to the Member.

REGIS-TR shall provide the Member with reports on the Registered Data as specified in the relevant Member Agreement. The reports shall be considered to have been accepted and approved unless the

Member notifies REGIS-TR to the contrary within five (5) Business Days after the report has been made available through the format and telecommunications facilities prescribed by REGIS-TR and described in the Handbooks.

- 9.2. With respect to the services described in Article 3.2 (Services to Members) of these General Terms and Conditions, facsimile and unsecured e-mails are not acceptable communication means.

In the event that a Member needs to use facsimile or unsecured e-mail, as a last resort contingency communication mean, REGIS-TR may accept, by way of exception, the use of such facsimile or unsecured e-mail.

In the event that REGIS-TR, acting in good faith, receives and acts in accordance with any facsimile or unsecured e-mail instruction or information purported to be issued by a Member, such Member hereby agrees to be bound by such instruction and information and to indemnify, exonerate and hold REGIS-TR harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable legal fees and disbursements) incurred by REGIS-TR as a result of REGIS-TR acting in accordance with any such facsimile or unsecured e-mail message.

The Member agrees that the verification of such facsimile or unsecured e-mail by REGIS-TR shall be limited to the verification of the signatures borne in the facsimile and to the verification of the e-mail address of the sender mentioned in the message regarding unsecured e-mail. REGIS-TR may, following such verification, conclusively consider that the facsimile or unsecured e-mail has actually been sent to it by the Member from whom the facsimile or e-mail purportedly originates.

REGIS-TR and the Member agree that the delivery time of a message sent by unsecured e-mail is uncertain. The Member agrees and acknowledges that a message sent by facsimile or unsecured e-mail will be deemed to be received at the time proven by the timestamp issued by REGIS-TR's infrastructure.

REGIS-TR shall be entitled to rely solely upon any written instruction or information received via facsimile transmission or unsecured e-mail from Authorised Persons which have been notified by the Member to REGIS-TR, without requiring any other confirmation of such instructions or information.

Unless it has been grossly negligent, REGIS-TR will not be liable to the Member for acting in good faith in relying upon documents or instructions regardless of the medium through which such documents or instructions have been received, which bear Authorised Persons' manual or electronic signatures, powers of attorney, Access Key(s) or other indicia of authenticity which are later determined not to be genuine. The Member shall hold REGIS-TR harmless from any loss, claim, liability or expense asserted against or imposed upon REGIS-TR as a result of such action.

REGIS-TR shall not be liable for the fraudulent use of an Authorised Person's manual or electronic signature. If REGIS-TR fails to detect the fraudulent use on documents of an authentic or forged signature and executes instructions on the basis of such documents, REGIS-TR shall, except in case of gross negligence or wilful misconduct, be regarded as having executed a valid instruction of the Member. The Member shall have the burden of proving the fraudulent use of its signature.

- 9.3. REGIS-TR may refuse to record an incomplete or incorrect notification.
- 9.4. Each Member is responsible for the Contractual Data it has reported to REGIS-TR.
- 9.5. Unless in case of gross negligence, REGIS-TR shall not be liable to a Member for acting in good faith in relying upon notifications, regardless of the medium through which such notifications have been received, which should bear signatures, powers of attorney, require the use of Access Key(s) or other indicia of authenticity which are later determined not to exist or not to be genuine. The Member shall hold REGIS-TR harmless from any loss, claim, liability or expense asserted against or imposed upon

REGIS-TR as a result of such action. This provision shall not apply to notifications referred to in Article 9.2 above.

- 9.6. REGIS-TR will inform the Member of the pertinent deadlines for the receipt of notifications for particular procedures as set forth in the Handbooks. These deadlines may be amended by REGIS-TR from time to time. REGIS-TR shall not be obligated to execute (and shall bear no responsibility if it executes) any notification received after the corresponding deadline.
- 9.7. Members shall provide to REGIS-TR all information and documents that REGIS-TR may require for submission to legal or Regulatory Authorities, as and when so required. By providing such information and documents, the Members warrant the completeness and accuracy of such information and documents and authorise REGIS-TR to act upon such information and documents in good faith, including, but not limited to, transmitting such information and documents to legal or Regulatory Authorities, or providing declarations or affidavits based on such information and documents in connection with services provided by REGIS-TR.
- 9.8. REGIS-TR shall have no obligation to carry out any investigation in respect of any notification, document or information provided by the Members. Each Member shall hold REGIS-TR harmless from any liability resulting from such Member's failure to provide complete and accurate notification, document or information.
- 9.9. Unless as provided in Article 10.4 (Confidentiality) or otherwise provided in the Governing Documents or unless REGIS-TR has been authorised via a prior written notice directly by the Member or indirectly by the Appointing Counterparty to do so, REGIS-TR may not disclose to any third party any notification relating to, or received from, the Member except as required by the Regulation, applicable law, regulation or market rule or practice, or by any relevant European authority or Regulatory Authority.

The Member shall at all times exercise due care in ensuring and maintaining the security of the communications media by which it transmits notifications, documents, reports or information to REGIS-TR or receives reports from REGIS-TR.

The Member shall ensure the safety and proper use by Authorised Persons only of all Access Keys to the system of REGIS-TR and the Member shall be fully responsible and shall indemnify REGIS-TR for any unauthorised use of such Access Keys unless it is due to a gross negligence or wilful misconduct of REGIS-TR.

All reports and notifications made, instructions given and other communications made by the use of such Access Keys and devices shall, as between the relevant Member and REGIS-TR conclusively be deemed to originate from such Member and to have been transmitted by an Authorised Person and will thus bind such Member.

- 9.10. REGIS-TR may alter or withdraw any communications facilities it provides to the Member with prior notice, unless exceptional circumstances preclude the provision of such notice.

Article 10 Confidentiality

- 10.1. REGIS-TR shall keep confidential any information which it may have or acquire in relation to the Contractual Data (other than for reporting purposes, but including name and identification) and shall not disclose to any third party other than Members who are Appointing Counterparties to the relevant Contractual Data, any authority which have been authorized and a Regulatory Authority or, for reconciliation purposes, another trade repository authorised under the Regulation, other Members who

are counterparties to the relevant Contractual Data or any other person authorised by law any such information without the prior written consent of the Member.

The Member hereby expressly consents to the access by Contractor, external auditors of REGIS-TR for the performance of their services or service providers to information maintained by REGIS-TR.

- 10.2. REGIS-TR has outsourced and sub-contracted a number of services to Contractors, in particular to Affiliates as Bolsas y Mercados Españoles Innova S.A.U., Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U, in Spain and Clearstream Banking S.A. and Clearstream International in Luxembourg, and each Member, in order to allow the provision of services hereunder, agrees and instructs REGIS-TR (as the case may be on behalf of its Appointing Counterparty), to grant access to and treatment of its data, those of its Authorised Persons and Contractual Data reported to it, to all its Contractors, as appointed from time to time.
- 10.3. The obligation of confidentiality shall not apply to any information which enters within the scope of the reporting services and/or which is required to be disclosed by any law, regulation, court order, or by or to any authority which have been authorized and any Regulatory Authority. In the event that REGIS-TR is required by any law, regulation, court order, or by any relevant Regulatory Authority to disclose any other information concerning the Member, REGIS-TR shall, where not prohibited from doing so by applicable law, regulation, court order, or the relevant Regulatory Authority, notify the concerned Member before such disclosure and, at the time of disclosure, provide a copy of the requested information so disclosed to such Member.
- 10.4. In case REGIS-TR is involved in any litigation or investigation in connection with the services provided by REGIS-TR to the Member, the Member authorises and irrevocably instructs REGIS-TR to provide, in the context of such litigation or investigation, all such information, documents and evidence as shall be required or customary in the relevant jurisdiction and all such information as REGIS-TR shall deem necessary or advisable to protect its own interests and, if not conflicting, the Member's interests. REGIS-TR shall not be liable for any damages suffered by the Member that may result from such disclosure or other measures taken by REGIS-TR.
- 10.5. Each Member hereby expressly consents, in its name or in the name and on behalf of the Appointing Counterparty which is not a Member, as the case may be, to any disclosure set out herein, and authorises and instructs REGIS-TR to disclose to the other Members which are counterparties of the relevant Contractual Data the information required for the provision of the services relating to notifications and reports provided and/or carried out under or in connection with these General Terms and Conditions with respect to the relevant Contractual Data.
- 10.6. REGIS-TR undertakes to not use the Contractual Data for marketing and commercial purposes unless with the consent of the Members.

Article 11 Data Protection

- 11.1. REGIS-TR in the framework of these General Terms and Conditions will collect from time to time all necessary data from the Member for the purpose of executing its contractual obligations.
- 11.2. REGIS-TR acting as data controller:

REGIS-TR is the data controller as defined by the provisions of the Luxembourg law of 2 August 2002 relating to the protection of persons with regard to the processing of personal data, as amended (the “**Data Protection Law**”).

The Member is hereby informed that REGIS-TR collects, stores and processes personal information relating to the Member's employees, its representatives and its contact persons, such as their name and contact details, (the "**Personal Data**") as described below.

The Personal Data is processed (i) for the provision of the services by REGIS-TR, (ii) for the compliance by REGIS-TR with its legal and regulatory obligations vis-à-vis national or foreign administrative, governmental, supervisory, judicial or tax authorities, and (iii) for the pursuit of REGIS-TR's legitimate interests and the defence of its rights in the context of local or foreign judicial proceedings, including discovery proceedings.

REGIS-TR undertakes not to transfer the Personal Data to any third party, except if required by law or authorised by the Member or according to the paragraph 11.5 of these General Terms and Conditions.

The Member's employees, its representatives and its contact persons have a right to access their Personal Data and may ask for a rectification where such Personal Data is inaccurate or incomplete by letter addressed to REGIS-TR at the address indicated in Article 16.4 (Communication in relation to Governing Documents) of these General Terms and Conditions.

11.3. REGIS-TR acting as data processor:

In the context of the performance of these General Terms and Conditions or any other Governing Document, REGIS-TR may in certain instances carry out acts of processing of personal data of individuals (the "**Data Subjects**") on behalf of the Member such as name, first name, address (hereinafter the "**Data**"). In such a case, REGIS-TR acts as processor (within the meaning of the Data Protection Law) of the Data.

The Member will qualify as the data controller (within the meaning of the Data Protection Law) in respect of the Data processed on its behalf in the scope of the General Terms and Conditions and any other Governing Document.

REGIS-TR hereby undertakes to:

- (a) process all the data provided by the Member exclusively in accordance with (i) the General Terms and Conditions and any other Governing Document (ii) the instructions received from the Member from time to time, in writing and (iii) to comply with its legal obligations and (iv) for the pursuit of the REGIS-TR's legitimate interests and the defence of its rights in the context of local or foreign judicial proceedings, including discovery proceedings;
- (b) implement all appropriate technical and organisational measures necessary to ensure the safety and confidentiality (in accordance with Article 10 (Confidentiality)) of the data provided by the Member against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against all other unlawful forms of processing;
- (c) communicate to the Member, at its request and within fifteen (15) calendar days of such request, a detailed report on the measures implemented and generally to cooperate with the Member and any judicial authority or Regulatory Authority in the event of a request, audit and investigation by such judicial authority or Regulatory Authority; and
- (d) not to transfer the Data to any third parties, except if required by applicable legislation or authorised by the Member or according to paragraph 11.5 of these General Terms and Conditions.

11.4. In the event that the Personal Data and the Data are also qualified as personal data according to personal data protection law applicable to a Member, and to the extent applicable, the Member acknowledges and warrants that, before the personal data transfer to REGIS-TR takes place, and unless if such applicable personal data protection law expressly authorises such transfer (including subsequent

transfers), it has fulfilled all obligations in relation with this transfer, by providing all necessary information and details in relation with the data holders rights, obtaining all necessary consents and by reporting such transfer to the relevant data protection supervisory authority.

- 11.5. The Member hereby expressly authorises REGIS-TR to transfer the Personal Data and the Data within the group of companies to which REGIS-TR belongs, i.e., Clearstream Banking S.A. and Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U (Iberclear) and their Affiliates, located in Luxembourg, in Germany, in Spain or in any other countries in the European Union which may offer an adequate level of protection, for the purpose of the provision of the services. The Member confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subjects of the processing undertaken by REGIS-TR and of the sharing of the Personal Data and the Data as described above and that it has received their prior written consent in this regard.

The Member consents to the disclosure of the Personal Data and the Data by REGIS-TR to service providers involved in the context of the performance of the services by REGIS-TR, and which are mentioned in the above paragraph, to the professional advisors of REGIS-TR, such as its auditors or lawyers or to other third parties involved in the context of the compliance with its legal and regulatory duties or rights towards national or foreign administrative, governmental, supervisory, judicial or tax authorities and in the context of the pursuit of the REGIS-TR's legitimate interests and the defence of its rights in the context of local or foreign judicial proceedings, including discovery proceedings. The Member confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subject of the sharing of the Personal Data and Data as described above and that it has received the necessary prior written consent from its employees, its representatives, its contact persons, and the Data Subjects in this regard.

- 11.6. Upon termination of the provision of the services by REGIS-TR, REGIS-TR may retain the Member's data (including the data reported by the Reporting Third Party in the name and on behalf of the Appointing Counterparties) for a ten (10) years period, or any other time period as prescribed by any applicable law, regulation or Governing Document, following the termination of the relevant Member Agreement and/or these General Terms and Conditions.
- 11.7. Upon expiry of the period mentioned in previous paragraph, REGIS-TR shall destroy or deliver all the data provided by the Member under the Governing Documents (as well as any media or documents including such data) to respectively the Member.

Article 12 Liability

- 12.1. REGIS-TR undertakes to perform the duties and only such duties as are specifically set forth in these General Terms and Conditions and any other Governing Documents.
- 12.2. In the absence of gross negligence or wilful misconduct on its part, REGIS-TR shall not be liable to the Member for any loss, claim, liability, expense or damage (including any indirect or unforeseeable loss, claim, liability, expense or other damage) arising from any action taken or omitted to be taken by REGIS-TR, in connection with the provision of services contemplated hereby and by any other Governing Documents.
- 12.3. REGIS-TR shall not be liable to the Member for any of the following events:
- (a) action taken or any failure that has arisen from or caused by Force Majeure events;

- (b) as a result of the reliance by REGIS-TR, any of its directors, officers, employees, Contractors or agents on any information provided by the Member it is entitled to rely upon pursuant to these General Terms and Conditions and any other Governing Documents;
 - (c) the inaccuracy of any information received from any recognised source that REGIS-TR employs in the ordinary course of business;
 - (d) the correctness, completeness and the accuracy of the data reported by the Member and which appear in the files reported to Member or in its Application Form and any documents amending the information contained in the Application Form.
 - (e) the Contractual Data and the collection, the registration or the recordkeeping of invalid or fraudulent Contractual Data;
 - (f) the failure to report the Contractual Data, for any reason, by any Member or for any matters related to the underlying Derivative Contracts;
 - (g) any communication and information sent by a Member (for the avoidance of doubt, including the Reporting Third Party) to REGIS-TR in accordance with Article 9.2 (Communication in relation to the services);
 - (h) acts, defaults, interruptions, unavailability or omissions of third parties' providers (including without limitation providers of telecommunications services or utilities) which services are not within the scope of these General Terms and Conditions;
 - (i) any malfunction of, or error in the transmission of information by the Member which is not due to REGIS-TR's system;
 - (j) any fraudulent use by a third party of any Access Key(s) provided by REGIS-TR to the Member.
 - (k) any order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), E.U. institution, or self-regulatory organisation;
 - (l) any acts or omissions in relation to instructions from a Member after termination of these General Terms and Conditions as provided in Article 15.4 (b) (Consequences of termination);
 - (m) the termination or suspension of the provision of services to the Member in any of the events provided in Article 14.3 (Termination);
 - (n) failing proper regulatory guidance, the recognition of any body as a Regulatory Authority.
- 12.4. If, however, a Member suffers any loss or liability as the result of any events listed in Article 12.3, REGIS-TR may on demand only, at its discretion and following a prior indemnification, take steps in order to support a recovery. Unless it shall be liable for such loss pursuant to the Governing Documents, REGIS-TR shall charge to the Member the amount of any cost or expense incurred in effecting, or attempting to effect, such recovery.
- 12.5. If, in REGIS-TR's judgement, one of the events described in this Article occurs or appears likely to occur, REGIS-TR reserves the right to undertake such measures as it may deem necessary to protect the interests of REGIS-TR and/or its Members.

Article 13 Amendments

- 13.1. REGIS-TR reserves the right to amend these General Terms and Conditions as well as any other Governing Documents at any time, unless otherwise provided therein.

- 13.2. For these General Terms and Conditions, REGIS-TR shall notify the Member (in writing by mail in accordance with Article 16.1 (Communication in relation to the Governing Documents)) of any such amendment and of the effective date thereof. Unless the Member informs REGIS-TR in writing by registered mail to the contrary within ten (10) Business Days following the date of receipt of REGIS-TR's notice, the Member shall be deemed to have accepted such amendments.
- 13.3. For the remaining Governing Documents and unless otherwise provided, REGIS-TR shall notify the Member by electronic means of any such amendments and of the effective date thereof.
- 13.4. The amendments will be published through REGIS-TR's private area of the website. The electronic version of the Governing Documents as published on REGIS-TR's private area of the website in English shall be at any time the legally binding version of these Governing Documents.

Article 14 Termination

- 14.1. REGIS-TR may terminate the Member's use of the services, pursuant to these General Terms and Conditions, upon not less than three (3) months prior written notice without any obligation to disclose its reasons for such termination.
- 14.2. The Member may terminate the Member's use of the services pursuant to these General Terms and Conditions upon not less than one (1) month prior written notice without any obligation to disclose its reasons for such termination in accordance with Article 15.1 (Consequences of termination) of these General Terms and Conditions.
- 14.3. Notwithstanding the foregoing, REGIS-TR reserves the right to terminate or suspend entirely or partially the provision of services to the Member pursuant to the relevant Member Agreement with immediate effect, and according to Article 15.1 (Consequences of termination) of these General Terms and Conditions if in REGIS-TR's opinion any representation made by the Member pursuant to these General Terms and Conditions shall cease to be true or if the Member is in material breach of any obligation incumbent upon it under any of the Governing Documents or as the case may be any other agreement between REGIS-TR and the Member or the occurrence of any of the following events:
- (a) if in REGIS-TR's reasonable opinion:
- i. the financial position of the Member is threatened;
 - ii. by continuing its relationship with the Member, REGIS-TR may be subject to a liability claim;
 - iii. the operations of the Member appear to be contrary to public policy or standards of decency;
 - iv. the Member fails in its duty to act in good faith vis-à-vis REGIS-TR;
 - v. the Member is subject to criminal investigations;
- (b) if circumstances arise which REGIS-TR reasonably believes would affect the Member's ability to fulfil the obligations incumbent upon it under the Governing Documents or any other agreement between REGIS-TR and the Member, including, but not limited to, the occurrence of any of the following events:
- i. the commencement by the Member, or by any other person (including any supervisory or regulatory authority) with respect to the Member, of a case or other proceeding seeking liquidation, reorganisation or other similar relief with respect to the Member or its debts under any bankruptcy, composition, receivership, conservatorship, insolvency or other similar law now, or hereafter, in effect or seeking the appointment of a trustee, receiver, conservator, liquidator, custodian, administrator or other similar official of it or any substantial part of its property under any such law;

- ii. the authorisation of a measure described in (i) by a corporate governing body of the Member;
 - iii. an admission by the Member of its inability to pay its debts generally as they become due;
 - iv. the calling by the Member of a general meeting of its creditors for the purpose of seeking a compromise of its debts;
 - v. a general assignment by the Member for the benefit of its creditors;
 - vi. the attachment or execution upon or against any asset or property of the Member; or
 - vii. the suspension of operations, the assumption or substitution of management, or any other change in control in the affairs of the Member resulting from the action of any court, tribunal, government, governmental authority, regulatory or administrative agency, or governmental commission;
- (c) if any change occurs in the circumstances under which the contractual relationship between REGIS-TR and the Member was concluded, which could not reasonably have been taken into account at the time of such conclusion and which exposes REGIS-TR to a risk which it is not, under the contractual relationship normally required to bear.
- 14.4. In the event ESMA withdraws the registration of REGIS-TR as a trade repository, REGIS-TR may terminate with immediate effect the Member's use of services pursuant to these general Terms and Conditions. In the event ESMA withdraws the registration of REGIS-TR as a trade repository, the Member may terminate with immediate effect the Member's use of the services pursuant to these General Terms and Conditions, during a period of fifteen (15) days from the publication by ESMA of the withdrawal of registration.

Article 15 Consequences of termination

- 15.1. In case of termination by REGIS-TR of a Member Agreement or of the services in relation to the Master account according to any of the applicable events as provided in Article 14.3 (Termination), REGIS-TR shall notify the Member immediately of the termination of the provision of REGIS-TR services in the form prescribed in Article 16 (Communication in Relation to Governing Documents) and pursuant to the relevant Member Agreement.

In case of termination by the Member of a Member Agreement or of the services in relation to the Master account in accordance with Article 14.2 (Termination), the Member shall send the one month prior written notice together with the duly completed termination request form in the form as set out in **Appendix 3** of the relevant Member Agreement and as provided under Article 4.3 (Accounts) of these General Terms and Conditions.

- 15.2. The Member hereby agrees that, as from the effective date of any notice of termination received or issued by REGIS-TR in accordance with this Article, the services pertaining to the registration of Contractual Data in the relevant Account or any reports contemplated herein shall no longer apply, and REGIS-TR shall refrain from acting in respect of any reports received on or after the effective date of such termination notice, unless REGIS-TR decides to take further actions in accordance to Article 15.4 (b) (Consequences of termination).
- 15.3. Following the termination of the provision of services to the Member pursuant to the relevant Member Agreement for any reason, the Member shall be released from its obligations towards REGIS-TR in relation with such Member Agreement when REGIS-TR confirms in writing to the Member that all the fees, commissions and other charges due to REGIS-TR, as applicable, have been paid and all other obligations which REGIS-TR requires the Member to discharge have been discharged.

- 15.4. Upon termination of the relevant Member Agreement or of the provision of the services in relation to one or more Account and unless otherwise agreed in writing by REGIS-TR and the Member, REGIS-TR shall:
- (a) not provide (i) any services to such Member as provided in the Governing Documents or (ii) any services in relation to relevant Account pursuant to the relevant Member Agreement;
 - (b) take no further action in relation to any (new) Contractual Data or any services contemplated herein and pending at the time of the termination in relation with the relevant Account unless REGIS-TR has received reports from the Member in accordance with these General Terms and Conditions or any other Governing Documents which allow REGIS-TR to act thereupon and REGIS-TR is, at its own discretion, deems to be in a position to act upon the report so given in relation to such foregoing data without any further action or consent being required from the relevant party;
 - (c) close the relevant Account pursuant to the applicable Member Agreement.
- 15.5. Registered Data will be retained in accordance with the Regulation for a period of ten (10) years after the end of the provision of the services by REGIS-TR.

Article 16 Communication in relation to Governing Documents

- 16.1. Any communication in writing by REGIS-TR shall be deemed to have been received ten (10) Business Days after it has been mailed to the then current mailing address on file at REGIS-TR for the Member.
- 16.2. Any communication made available by electronic means by REGIS-TR shall be deemed to have been received one (1) Business Day after it has been communicated to the then current contact details on file at REGIS-TR for the Member.
- 16.3. The Member is responsible for keeping the contact details of its REGIS-TR registration current and valid. The Member may designate a new mailing address or new contact details at any time by providing REGIS-TR with written notice in the form as set out in the relevant application form.
- 16.4. Unless otherwise provided herein, any notice required or authorised to be given by a party under these General Terms and Conditions shall be delivered by registered mail to the registered office of the other party. In particular, any notice to be provided by the Member to REGIS-TR in accordance with the Governing Documents (including these General Terms and Conditions) shall be made in writing by registered mail, unless otherwise specified therein. Correspondence for REGIS-TR should be sent to:

REGIS-TR
Account Administration
42, Avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

Article 17 Fees charged by REGIS-TR

- 17.1. Fees, commissions and other charges for the services provided by REGIS-TR are contained in the fee brochure provided to the Member, as may be modified by REGIS-TR from time to time. REGIS-TR will give the Member advance notice of such modifications.

17.2. In addition, and to the extent that such are not included in the fees, commissions and other charges set forth in a fee brochure, the Member shall bear the cost of any expenses incurred by REGIS-TR in connection with the provision of requested services to the Member or in connection with any action reasonably undertaken on REGIS-TR's initiative to protect the interests of the Member.

Article 18 Payment

18.1. Subject to the fee brochure, all invoices shall be paid within thirty (30) calendar days after the invoice date concerned. Interest, calculated on the outstanding amount at two (2) percent above the Luxembourg annual legal rate, will accrue automatically and without prior notice on overdue invoices from the due date until payment.

The Member shall make all payments for the services rendered by REGIS-TR in accordance with the Governing Documents without any tax deduction, including under Article 4.5 (Accounts).

18.2. In the event the Member fails to make payment of invoices when due, REGIS-TR shall be entitled, without prejudice to any other remedy which it might have under any agreement or otherwise at law:

- (a) to require the Member to make the immediate payment of all due invoices addressed to the Member, including those not yet overdue;
- (b) to suspend the provision of all the services to the Member.

Article 19 Severability

If any term or other provision of these General Terms and Conditions is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of these General Terms and Conditions 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 these General Terms and Conditions 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 20 Miscellaneous

20.1. Except as may be expressly provided therein, the Governing Documents and any other relevant agreement between REGIS-TR and a Member are solely for the benefit of REGIS-TR and the relevant Member. No other party shall have or be entitled to assert any rights, claim or remedies against REGIS-TR.

20.2. The provisions of the Articles 10 (Confidentiality), 11 (Data Protection) and 12 (Liability) shall survive the termination of these General Terms and Conditions and any other Governing Documents without limitation in time.

20.3. REGIS-TR will only be bound to provide the services after signature of a specific agreement related to such services (including the Member Agreement). In case of inconsistency between such specific agreement and the General Terms and Conditions, the specific agreement shall prevail except for Articles 8.3, 8.4 (Duties of the Members), 10 (Confidentiality), and 11 (Data Protection) of the General Terms and Conditions. Articles 8.3, 8.4 (Duties of the Members), 10 (Confidentiality), and 11 (Data Protection) of the General Terms and Conditions shall prevail on any agreement.

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- 20.4. The Member may not assign, resell and sublicense any of its rights, duties or obligations without REGIS-TR's prior consent.
- 20.5. No waiver by REGIS-TR of any breach by the Member of any term, condition or obligation hereunder shall be effective unless made in writing and executed by REGIS-TR and no such waiver shall be deemed to be a waiver of the same or similar breach thereafter.

Article 21 Applicable law and jurisdiction

- 21.1. These General Terms and Conditions, the Member Agreements and any other Governing Documents, shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. Matters not expressly provided for in these General Terms and Conditions shall be governed by the applicable provisions of Luxembourg law.
- 21.2. The Member will submit itself to the exclusive jurisdiction of the competent courts of Luxembourg, Grand Duchy of Luxembourg, for any litigation which may arise under or in connection with the Governing Documents.