



Registration form

TRANSACTION REPORTING MIFIDII

REGISTRATION

User statement regarding Transaction Reporting System II (TRS II)

The Dutch Authority for the Financial Markets (Stichting Autoriteit Financiële Markten, AFM) is an autonomous administrative authority within the meaning of Section 1:1(b) of the General Administrative Law Act (Algemene wet bestuursrecht). In relation to transaction reporting, the AFM has been designated as the supervisory authority in the Netherlands.

The AFM ordered the development of TRS II. This system offers any party that is supervised by the AFM in any way (hereinafter to be referred to as the User) the opportunity to communicate confidential information to the AFM online, in a secure manner via an extranet environment, so as to fulfil its statutory obligations under the MiFID II.

By signing this user statement, the User declares that it will use TRS II in accordance with this userstatement and the AFM's instructions, and hereinafter designates a person as the contact person for TRS II.

In what capacity is your company requestin access to TRS II?

- ☐ **A software developer¹**
- ☐ **An investment firm**
- ☐ **An Approved Reporting Mechanism (ARM)**
- ☐ **A trading venue**

**In what way(s) will the company report the transaction data to the AFM?
(multiple answers possible)**

- ☐ The company will report itself
- ☐ An Approved Reporting Mechanism (ARM) will report on behalf of the company
- ☐ A trading venue, through whose systems the transaction was completed, will report

1. Software developers cannot access the official production system. Therefore, it is essential for the investment firm for which the system is being developed to register as well.

REPORTING VIA

SFTP connection

- ☐ IP address TEST:
- ☐ IP address Production:

Web Upload (HTTPS connection)

- ☐ IP address TEST:
- ☐ IP address Production:

FOR APPROVAL

Name of Company (User) according to the articles of association:

Address according to the articles of association:

AFM Licence number:

Legal Entity Identifier (LEI):

Name of representative:

Position:

Date:

Signature:

Please include the following documents:

- **A copy of the identity document of the applicant, who must be a director or an authorised representative²**
- **An extract from the Chamber of Commerce for the applicant company**

2. In accordance with the Personal Data Protection Act, the following details on the identity document should be protected (covered in such a way that is it no longer visible): photograph and passport- or ID-number.

1. Access to TRS

1. The AFM will only consider signed and fully completed user statements, accompanied by a copy of a valid identity document and an extract from the Chamber of Commerce. The user is obligated to cover the photograph and passport- or ID-number. The copy of the identification document will be preserved during maximal 2 months and will then be destroyed.
2. In order to gain access to the production environment, the investment firm should first go through a certification procedure.

2. Accounts

1. The AFM will assign one main account to each User. The front sheet of this user statement shows which natural person (the TRS II contact person) is responsible at the User for the main account, as well as his or her deputy, where applicable. The User should immediately notify the AFM in writing³ of any change in the details of the TRS II contact person. Until the User has expressly informed the AFM in writing of the contrary, the specified TRS II contact person will be authorised to represent the User in the execution of this user statement.
2. The system is hosted and serviced by Cegeka. User information will be shared with Cegeka in order to create the main account.
3. As part of the main account, the User may create new sub-accounts for other natural persons.

3. Use of the accounts, access code(s) and passwords

1. The AFM will be entitled at all times to change, suspend or terminate a main account and its sub-accounts. The AFM will inform the User accordingly.
2. The User will be fully responsible for the manner in which its account(s), the access code(s) and passwords are used and managed by or on behalf of the User. The User will maintain complete secrecy in respect of the passwords and see to it that these are not used by unauthorised parties or for other purposes. In addition, the User will exercise due care in the use of access codes.
3. The user will (i) always follow all the AFM's reasonable instructions; (ii) not disrupt the normal operation or integrity of TRS II; (iii) not make any changes to the information contained in the system, insofar as these do not concern the regular transaction reporting, or restrict or otherwise influence the access to the system; (iv) prevent inconvenience to other users of the service; and (v) ensure that any information which it communicates via the system does not breach third-party rights or contain viruses or worms.
4. The AFM has to trace any action in TRS II, such as logging in, downloading and uploading, back to the access code with which the User logs in.
5. The User will inform anyone using TRS II for or on behalf of the User, including its employees, staff members and third parties engaged by or on behalf of the User, about the provisions of this user statement and the instructions issued by the AFM in the context of this statement, and oblige them to observe these provisions and instructions.
6. As soon as the User knows or suspects that TRS II is not used in conformity with this user statement or applicable law, or that an access code or password is or may be known to an unauthorised party, it will report this to the AFM immediately.

3. By e-mail to trs@afm.nl

4. Data exchange

1. The exchange of data flows via TRS II is governed by the Act on Online Administrative Business Wet elektronisch bestuurlijk verkeer. The AFM will ensure to the best of its abilities that the data exchange via TRS II takes place in a sufficiently reliable and confidential manner, given the nature and content of the data exchange and its objective.
2. The AFM will only accept electronic transaction disclosures via the TRS II system. Transaction disclosures made otherwise will not be allowed.
3. The AFM will always as soon as possible confirm receipt of the electronic data exchange via the system. A confirmation of receipt cannot be construed as an acknowledgement of the lawfulness of the data exchange. If the User does not receive a confirmation of receipt from the AFM, the relevant electronic message will be deemed not to have been received by the AFM, and the User itself will have to examine in what manner it can still fulfil its statutory obligations.

5. Technical facilities

1. The User itself will provide – at its own expense and risk – the necessary technical facilities, such as hardware and software, which are required in order to use TRS II. This hardware and software should not contain any security devices or other features or elements that are atypical, such as logic bombs, viruses and worms.

6. Audit

1. At regular intervals, the AFM may carry out an EDP audit or have such an audit carried out into the operation of TRS II. If the AFM expects that an EDP audit will seriously hamper the User in the access to and operation of the system, the AFM will notify the User of this within a reasonable period prior to the EDP audit, so as to give the User the opportunity to communicate with the AFM in a different manner.

7. Intellectual property rights

1. All intellectual property rights – including but not limited to the copyright, patent right, database right and trademark right – with regard to TRS II, any domain linked to it, software and the contents placed thereon by or on behalf of the AFM, will be vested in the AFM or its licensors.
2. The User will use TRS II, any domain linked to it, software and the contents placed thereon by or on behalf of the AFM, only for the purposes specified in this user statement, on a non-exclusive basis.
3. All intellectual property rights – including but not restricted to the copyright, patent right, database right and trademark right – with regard to any information exchanged by or on behalf of the User will be vested in the User. The AFM will use this information only for the purposes specified in this user statement.
4. This user statement cannot be construed as a transfer of any intellectual property right.

8. Maintenance and management of the TRS II system

1. If TRS II should be partly unavailable because of a failure in technical facilities for which the AFM is responsible, the AFM will try to the best of its abilities to remedy the problems or have them remedied within a reasonable period.
2. If the User establishes any interruption or defect of TRS II, the User will notify the AFM of this, as soon as possible.

3. The AFM may temporarily disable TRS II or have TRS II disabled, either wholly or in part, without prior notice if it considers this to be necessary, for example in connection with a modification to be made or because of other maintenance and management activities. Where reasonably possible, the AFM will try to notify the User in advance of the times and duration of the suspension, but only insofar as the suspension will have significant consequences for the User. The AFM accepts no liability for the adverse consequences which this temporary disablement may entail for the User.

9. Guarantee

1. The AFM takes the greatest care in trying to make and keep TRS II available. However, the AFM cannot guarantee that the system, its contents and related services will always be available in full and without interruption.

2. The data exchange as such does not offer any guarantees that the User has thereby effectively fulfilled its statutory obligations, or that the AFM considers the data exchange to be lawful. In other words: with due observance of Article 4.3 of this user statement, a successful data exchange does not mean an acknowledgement on the part of the AFM that the User has thereby automatically fulfilled all its statutory obligations. The User will always remain independently responsible for the discharge of its statutory obligations and will have to verify this of its own accord.

10. Liability

1. The AFM will ensure to the best of its abilities that the data exchange via TRS II takes place in a sufficiently reliable manner. Although the system is managed with the greatest possible care, the AFM cannot give any guarantees that the system will always be available or that data will always reach the AFM in undamaged condition. When data are exchanged, there may be errors in the data exchange, such as mismatches or partial matches of the data. The AFM excludes any liability for the use of the system.

2. The AFM will handle the data which the User submits via the system with the greatest possible care. If it is clear to the AFM that the data transferred is damaged, the AFM will inform the User of this where possible.

3. The AFM will not be liable either for the information on third-party websites that are linked to TRS II.

4. The limitations of liability as included in this user statement will be null and void if the liability for damage results from a failure in our technical facilities, intent or willful recklessness on the part of the AFM.

11. Confidentiality and security

1. With regard to the data received via TRS II, the AFM will be bound by the confidentiality provisions as laid down in the legislation relevant to the AFM.

2. The AFM will take appropriate measures to the best of its ability to protect TRS II and the information exchanged through it against loss or any form of unlawful use.

12. Data protection

1. The AFM and the User guarantee that all statutory regulations on the processing of personal data, including the regulations provided by or pursuant to the Personal Data Protection Act Wet Bescherming Persoonsgegevens, will be strictly observed. The AFM and the User will provide each other immediately any information requested in this context.

2. The User will indemnify the AFM against any third-party claims that may be brought against the AFM because of a breach not imputable to the AFM of the Personal Data Protection Act and/or other legislation on the processing and/or retention of personal data.

13. Duration of right of use

1. The right of use will take effect on the date when the AFM accepts the user statement. The use of right will continue until it ends in accordance with the provisions of this user statement.
2. The User may terminate the right of use at any moment and will inform the AFM accordingly in writing⁴.
3. If the User acts contrary to this user statement and/or applicable law, the AFM will be free to take those steps which it considers appropriate within reason, such as issuing a warning, denying access to TRS II (either wholly or in part), cancelling the account or information which the User communicated via the system, and/or suspending or terminating the right of use (either wholly or in part) with immediate effect.
4. Termination of the right of use will not release the AFM and the User from the obligations which, by their nature, remain in force. Among other things, these include obligations regarding liability, intellectual property, confidentiality, applicable law and competent court.

14. Disputes and competent court

1. This user statement will be governed by Dutch law.
2. Any civil dispute arising from or in connection with this user statement will be submitted exclusively to the competent court of Amsterdam.

15. Force majeure

1. Neither the AFM nor the User will be obliged to fulfil any obligation if it is prevented from doing so by force majeure.
2. Force majeure on the part of the AFM will also include the defective operation of the mains voltage, telecommunication or network facilities, as well as non-imputable shortcomings on the part of third parties engaged by the AFM.

16. Other provisions

1. The AFM may amend or supplement this user statement and its appendix may by means of a written⁵ notification.
2. The applicability of any purchase conditions, supply conditions or other general terms and conditions of the User is expressly dismissed.
3. The User will be unable to transfer the rights and obligations arising from this user statement to third parties without the AFM's written consent.

4. By e-mail to trs@afm.nl

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