

Deed for Regtech access

This **DEED** for access to the APRA Connect forms is **BETWEEN** the Australian Prudential Regulation Authority ("APRA") **AND** the Party specified in the Schedule ("User").

1.1 RECITALS:

- a. APRA has developed reporting forms ('the forms') for use to submit financial data through the APRA Connect application.
- b. The User develops software and seeks access to the forms.
- c. APRA intends to give the User access to the forms in accordance with these terms.

1.2 IT IS AGREED:

('AS-IS' forms access) APRA is making the forms accessible free of charge and on an "AS IS" basis. APRA gives no guarantee or warranty or makes no representation to the User as to the accuracy, reliability, operation, currency, suitability or completeness of the forms or the APRA Connect application. Any use of the forms and the APRA Connect application is at the User's own risk. The User should rely on their own skill and judgment when using the forms and the APRA Connect application. The User is responsible for making all enquiries and investigations relating to the suitability of the forms and to the suitability of the APRA Connect application.

(forms refresh) APRA may amend the forms and update the APRA Connect application at any time. APRA will use reasonable efforts to notify the User of any substantive changes to the forms. It is the sole responsibility of the User to access any refreshed version of the forms during any access window given by APRA. APRA is not liable for any claim or loss suffered by the User arising from the User not being able to access any refreshed version of the forms or the APRA Connect application.

(forms limitations) APRA is not liable to the User in any way for any loss or damage (including special, indirect or consequential) arising in any way from any use of the forms or any use of the APRA Connect application by the User. The User indemnifies APRA against any loss, expense or damage which APRA suffers, incurs or becomes liable for which arises from any breach of these terms or any use of the forms or the APRA Connect application by the User.

(products or services limitations) APRA is not responsible for ensuring that any product or service that may be developed by the User after accessing the forms or the APRA Connect application complies with any laws or with any other requirement; e.g. a requirement of the Standard Business Reporting Program: <http://www.sbr.gov.au/>. APRA gives no express or implied warranty that any product or service of the User will operate, be effective, perform or be otherwise fit for any particular purpose. The User indemnifies APRA against any loss, expense or damage which APRA suffers, incurs or becomes liable for in respect of any claim or action that arises in connection with any product or service developed by the User after accessing the forms or the APRA Connect application.

(no endorsement and relationship) The User must not in any way imply any form of endorsement by APRA of any product or service that may be developed by the User after accessing the forms or the APRA Connect application. The User is independent of APRA and nothing in this deed constitutes the relationship of partnership, principal and agent, or employer and employee between the parties and it is the express intention of the parties that any such relationships are denied.

(other) APRA may amend these terms at any time by notifying the User with the amended terms. APRA will not otherwise disclose any personal information of the User unless permitted by law or in the course of dealing with matters related to these terms. This deed may be executed in counterparts. All executed counterparts constitute one document. This deed will become effective when all parties have signed it and the date of this deed will be the date the deed is signed by APRA. These terms are governed in accordance with the laws of the State of New South Wales.

1.3 SCHEDULE

(User)	[Insert business name] ABN [Insert business ABN] [Insert business address] Contact: [Insert contact name] Telephone: [Insert contact phone number] Email: [Insert contact email]
(APRA)	Australian Prudential Regulation Authority ABN 79 635 582 658 1 Martin Place (Level 12) Sydney NSW 2001 Data Management Email: dataanalytics@apra.gov.au

1.4 EXECUTED AS A DEED:

Signed for and on behalf of the
**Australian Prudential Regulation
Authority** by:

Name of delegate (print)

Signature

Name of witness (print)

Signature

Date

Executed by **[insert business name and ABN]** in
accordance with section 127 of
the *Corporations Act 2001*:

Name of Director (print)

Name of Director/Secretary (print)

Signature

Signature

Date

