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| **SDD B2B**  **SDD B2B**  **SDD B2B**  **SDD B2B**  **SDD B2B** | **Annex D-1 SEPA Business to Business Direct Debit (B2B) Adherence Agreement**  **Date received by EPC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Check** | **Y/N** | **Date** | **Initials** | **Narrative** | | Adherence Agreement check OK |  |  |  |  | | Valid BIC |  |  |  |  | | Plausible Readiness Date and  CSM confirmation |  |  |  |  | | Contact e-mail address |  |  |  |  | | MIR (Major Incident) Contact |  |  |  |  | | VAT |  |  |  |  | | Standard legal opinion wording |  |  |  |  | | Legal opinion signature certainty |  |  |  |  | | Order of signing AA & LO correct |  |  |  |  | | Entered into Register as “received” |  |  |  |  |   The above is exclusively for use by EPC – please leave blank  SEPA B2B Direct Debit Scheme Adherence Agreement  To: The European Payments Council “EPC”)  From: Name of Applicant[s]\*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [As set out in the list annexed to this Adherence Agreement]\*  -----------------------------------------------------------  ([each]\* an “**Applicant**”)  *[\*] Please include the text in square brackets if this Adherence Agreement covers more than one entity.*  **PREAMBLE**   1. The SEPA Business to Business Direct Debit Scheme (the “**Scheme**”) is a pan-European Direct Debit Scheme that operates in all SEPA countries, namely the EU member states, the three additional member states of the European Economic Area (the EEA), , and other countries or territories which have been admitted to the SEPA geographical scope having met the EPC's criteria for adherence to and participation in SEPA, as listed on the EPC website and updated from time to time. 2. The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the SEPA Business to Business Direct Debit Scheme Rulebook (the “**Rulebook**”). 3. The Rulebook sets out the rights and obligations of all institutions bound by its terms (the “**Participants**”), and the EPC and binds each Participant to comply with their obligations to the EPC and to all other Participants pursuant to the rules set out therein. 4. The EPC, acting on its behalf and on behalf of all Participants, will notify the Applicant of the date of inclusion of the Applicant in the EPC Register of Participants. This Adherence Agreement becomes effective as of the provided “**Readiness Date**” as between the Applicant, the EPC and other Participants. 5. As of the Readiness Date the Applicant shall become a Participant and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.   **IT IS HEREBY AGREED AS FOLLOWS:**   1. The Applicant hereby undertakes to all Participants and to the EPC to perform the obligations imposed by and to comply with the provisions of the Rulebook, as modified from time to time, with effect from the Readiness Date. 2. The Applicant makes the following representations and warranties:    1. The Applicant has the power and authority to enter into and has taken all corporate action to authorise its entry into the Scheme and to perform the obligations and comply with the provisions of the Rulebook, including the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them (e.g. the EBA Guidelines on Outsourcing, as amended from time to time).    2. The signatories of the Applicant, and the agent signing on behalf of the Applicant if applicable, have all necessary corporate authorisations and the power and authority to bind the Applicant to the Rulebook.    3. The Applicant shall ensure that it satisfies and will at all times during its participation in the Scheme satisfy the eligibility criteria for participation in the Scheme as set out in the Rulebook. If at any time, the Applicant has reason to believe that it no longer satisfies such criteria, or may be unable to satisfy such criteria, it shall notify the EPC immediately of the circumstances.    4. The Applicant is in a position to comply with all of the obligations set out in the Rulebook by the Readiness Date as stated in the accompanying Schedule. 3. By submitting this completed form of Adherence Agreement the Applicant agrees to be bound by the provisions of the EPC Payment Scheme Management Rules governing applications for participation in the Scheme, whether or not it becomes a Participant. 4. Any communication, including service of process, to be made with the Applicant under or in connection with the Rulebook shall be made in writing and addressed to the Applicant at the address set out above. 5. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC. 6. This Agreement is governed by Belgian law.   FOR AND ON BEHALF OF THE APPLICANT   |  |  |  | | --- | --- | --- | | Signed by (1)  -------------------------------------- |  | Signed by (2) (if necessary)  -------------------------------------- | | Name/Position --------------------- |  | Name/Position --------------------- | | Date of signature ------------------ |  | Date of signature ------------------ |   Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date. |