



# **Annex 2**

# **Application Specifications for**

# **“Account & Payment Services”**

for the bLink platform participation contract

## A. Definitions

In the context of these “Account & Payment Services” application specifications, the following definitions apply:

|                   |  |
|-------------------|--|
| Participant:      | The participant is the contractual partner of SIX in the bLink platform participation contract. The participant assumes the role of either service provider or service user in the application agreement.                |
| Service provider: | Financial institution managing accounts; financial service provider with end-customer data   |
| Service user:     | Operators of, for example, financial accounting, treasury and accounts receivable solutions as well as of solutions for e-banking or for combined presentation or management of accounts (aggregation)                   |
| End customer:     | Customer of the service provider and account/security account holder   |
| User:             | The person identified as part of the consent-management process. The user acts either on his own behalf as an end customer or as a representative of an end customer (such as an employee of an external asset manager). |

*The term “customer” is used in the bLink platform participation contract. In the context of the “Account & Payment Services” application, it makes sense to differentiate between “end customer” or “user” at certain points from the perspective of the service user and the service provider. “Customer” is used as a generic term covering both “end customer” and “user.”*

## B. Description

The application “Account & Payment Services” (“**application**”) is intended to enable operators of financial accounting, treasury, accounts receivable solutions as well as solutions for e-banking, financial management or for the aggregated presentation or management of accounts (**accounting and financial services solution**) to receive information or submit orders as a service user through the platform from a financial services provider as service provider and to retrieve related information from the service provider. It is aimed at corporate customers. However, participants may also utilize the application for other customer groups as well.

The application provides the following Account & Payment Services APIs described in detail in sections D.1. and D.2. to the participants on an optional basis as independent application agreement as follows:

### ***Application agreement for account information***

This application agreement enables the user to obtain information about accounts of the end customer via the service user.

### ***Application agreement for payment submission***

This application agreement enables the user to submit payment instructions via the service user for the purpose of later release.

## C. Special Admission Criteria

In order to be admitted as a participant for the application, the following requirements must be continuously fulfilled depending on the role requested.

### Service user

- General admission criteria in accordance with **Annex 1, Admission criteria for bLink participation contract**
- “High” security level in accordance with **Annex 1, Admission criteria for bLink participation contract**
- Purpose limitation ZW-1 and/or ZW-2 in accordance with **Table 1, Criteria for fulfillment of the purpose limitation below**

### Service provider

- General admission criteria in accordance with **Annex 1, Admission Criteria for bLink Participation Contract**
- “High” security level in accordance with **Annex 1, Admission criteria for bLink participation contract**
- Purpose limitation ZW-3 and/or ZW-4 in accordance with **Table 1, Criteria for fulfillment of the purpose limitation below**

| ID   | Category  | Criterion   | What is the goal?  |
|------|---|---|--|
| ZW-1 | Accounting  | Participant has a documented business model with the objective of offering accounting software/services   | Comparison and reconciliation of the business model with the objective of offering accounting software/services  |
| ZW-2 | Presentation of account information and accounts management | Participant has a documented business model with the objective of offering users an aggregated presentation of cash positions and managing the accounts | Comparison and reconciliation of the business model with the objective of offering account presentation and management for end customers                             |
| ZW-3 | Account management  | Participant is a financial institution that manages accounts of its contractual end customers   | Comparison and reconciliation of the business model with the objective of maintaining accounts for end customers as a financial services provider qualified for this |
| ZW-4 | Account management  | Participant is a financial services provider that manages aggregated accounts information pertaining to its contractual end customers                   | Comparison and reconciliation of the business model with the objective of maintaining accounts for end customers as a financial services provider qualified for this |

Table 1, Criteria for fulfillment of the purpose limitation

## D. Service Calls

The service calls and the associated responses within the scope of the application are governed by the latest version of the technical specifications. The service provider shall support all service calls, data formats and means communication that are binding for the application according to the technical specification.

The creation and transfer of the token from the service provider to the service user via the platform is initiated by the respective user. The process is regulated in the latest version of the technical specifications.

## E. Application Agreement Content

### 1. *Application Agreement for Account Information*

The *application agreement for account information*, which takes effect between the service user and the service provider as part of the application, contains the following regulations:

- a) Service to Be Provided.** With each service call of the service user through the platform (excluding handshake calls <sup>1</sup>), the service user shall:
- a. commission the service provider to deliver the information required by the *application agreement for account information* of the account of the end customer without delay to him, and in accordance with the service call to the platform interface managed by the service provider with SIX, under exclusion of any guarantee and liability of the service provider and with the proviso of a possible revocation of the underlying authorization granted by the customer to the user.
  - b. pay remuneration to the service provider for each answer to a service call of the service user delivered to SIX (except for handshake calls) in the amount specified in the service provider's price list applicable under the provisions of the bLink Platform Participation Contract
- b) Use Restrictions.** The service user guarantees to the service provider and SIX that it will use the service calls (except handshake calls) only for the following purposes of the service provider's and user's common customer:

import of account information into the user's accounting and financial services solution operated or licensed directly by the service user for the customer, to whom the service user provides account information for his Accounting and Financial Services Solution as a service. An evaluation of this account information for own or third-party purposes shall only be permitted with the consent of the user. The service user shall not be permitted to pass the account information to other service providers or software or services. The service user shall reserve the right to use the application in relation to data of his own accounts kept by the service provider as if he was his own user.

<sup>1</sup> Handshake calls are calls that are neither a request nor a response call but "technical calls."

## 2. **Application Agreement for Payment Submission**

The *application agreement for payment submission*, which takes effect between the service user and the service provider as part of the application, contains the following regulations:

**a) Service to Be Provided.** With each service call of the service user through the platform (excluding handshake calls), the service user shall:

- a. commission the service within the scope of the *application agreement for payment submission* (i) to accept the corresponding payment instruction in the name of the indicated end customer for the specified account on the platform interface managed by the service provider with SIX (the execution shall only take place after the end customer has released the order directly to the service provider), or (ii) to promptly and correctly deliver the requested information on the indicated end customer to the platform interface managed by the service provider with SIX, under exclusion of any guarantee and liability of the service provider and with the proviso of a possible revocation of the underlying authorization granted by the customer to the user.
- b. pay remuneration to the service provider for each answer to a service call of the service user delivered correctly to SIX (except for handshake calls) in the amount specified in the service provider's price list applicable under the provisions of the bLink Platform Participation Contract

**b) Use Restrictions.** The service user guarantees to the service provider and SIX that it will use the service calls (except handshake calls) only for the following purposes of the service provider's and user's common customer:

To transmit payment instructions from, and import the related information obtained through the service calls into, the user's accounting and financial services solution operated by or licensed directly by the service user for the user, and to whom the service user provides the transmission of payment instructions from, and obtaining related information for, such accounting and financial services solution as a service. The service user shall not be permitted to analyze the payment instructions and related information for own or third-party purposes or to pass on the account information to other service providers or software or services. The service user shall reserve the right to use the application "Payment submission for accounting solutions and financial institutions" in relation to data of his own accounts kept by the service provider as if he was his own user.

## F. Miscellaneous

The following provisions supplement the regulations in section E for the Account & Payment Services application.

1. **Data Security.** The service user shall guarantee to the service provider and SIX, that he implements up-to-date security standards in his systems to protect a possible customer token within the period of the application agreement and in any case store and otherwise process it only in accordance with the data security requirements under the admission criteria to the platform and application (table 2 of **Annex 1** of the participation contract).
2. **Due Diligence.** The parties shall exercise due diligence in performing their duties.

- 3. Liability and Indemnification.** The service user and the service provider shall only be liable to one another for gross negligence or intentional violation of the application agreement, unless it pertains to a violation of the duty to maintain confidentiality, data security or compliance with data protection obligations, in which case the service provider and the service user shall be liable to one another up to the amount of CHF 200,000 for each violation at fault. Furthermore, the service user shall indemnify and hold the service provider and SIX (within the meaning of a contract for the benefit of a third person) harmless against any claims of third parties in case of a violation of sections 1 and 2 above.
- 4. Compliance with Laws.** Each party shall comply with applicable laws in their field (including the provisions on money laundering, combating terrorism financing, fraud and applicable export and sanctions provisions). Moreover, each party in their field shall refrain from and implement appropriate measures to prevent, combat and monitor any form of corruption, money laundering, terrorism financing, fraud, tax evasion in relation to or by means of the platform, circumvention of export and sanctions provisions, child labor and violation of human rights. Failure to comply with the above shall constitute an important reason to terminate the application agreement without notice.
- 5. Confidentiality and Data Protection.** No party shall disclose any matters designated as confidential or of a confidential nature which they learn from the other party in the course of the application agreement and shall only use it for the purposes of the application agreement, unless otherwise permitted by the other party. The participant shall impose these obligations also on the employees and other third parties engaged by them. Each party in their field shall comply with applicable data protection laws but also support the other laws as far as reasonably necessary.
- 6. Governing Law and Place of Jurisdiction.** Swiss substantive law shall apply under the exclusion of private international law and the Vienna Convention. The exclusive place of jurisdiction shall be Zurich, provided that claims are asserted by SIX.

In all other respects, the conclusion, subject matter and termination of the application agreement shall be governed by the provisions of the Participation Contract, with the subject matter governed by sections 49, 55–57 and 87.



## G. Legally Valid Signature

The participant confirms the correctness and completeness of the information provided in this document with a legally valid signature.

Electronic signatures inserted via DocuSign are equivalent to the written form and are considered formally valid.

For the participant:

Place, date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Function

\_\_\_\_\_  
Function

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

## Contact information

### Postal address

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