Annex 2
Application Specifications for «Account & Payment Services»

to the bLink Platform Participation Contract

A. Definitions

In the context of the "Account & Payment Services" application specifications, the following definitions apply:

API Service	An API service represents the smallest unit of the application offered via an API for which an application agreement is concluded.
Application	An application is a service that a Service Provider makes available to the Service User via one or more API services via the bLink Marketplace. The contractual conditions of the application are defined in the respective application specification, which becomes the application agreement if the data exchange is successful.
Application Agreement	Agreement between the Service Provider and the Service User, which is concluded when the Service Provider answers the service call on the platform in accordance with the application specification (details in the *bLink Platform Participation Contract*, section 6.2 N 44 et seq.).
End Customer	The End Customer is a customer of the Service Provider and account/security account holder.
Financial Institutions	Institutions that are subject to the Financial Institutions Act (FinIA).
Financial Service Providers	Service providers in the financial sector that are not subject to the Financial Institutions Act (FinIA).
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.
Participation Contract	With a positive decision on admission to the platform and at least one of the desired applications, the *bLink Platform Participation Contract* comes into effect with the legally valid signing of the participation conditions.
Service Provider	Party that provides the API service.
Service User	Party that obtains the API service.
Software Application	Software Application is a software solution provided by the Service User that has been developed for the use of services by the User.
User	The user is the person identified as part of the consent-management process. The User acts either on their own behalf as an End Customer or as a representative of an End Customer (such as an employee of an external asset manager).
User-based Service	Software application in which the use of data (AIS and/or PSS) represents the core of the service accepted by the User.

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 API Services of the "Account & Payment Services" application ("application") are intended to serve the provision and development of user-based services, particularly in the area of financial services, and to enable the service user to receive information via the platform from a financial institution or a financial service provider as a service provider (cf. lit. E.1) or to transmit orders to them (cf. lit. E.2). The information retrieved for the API Service must fulfill the respective admission criteria (cf. lit. C). The application provides the following services to the participants as described in detail in lit. E, optionally on the basis of separate application agreements, as follows:

Application agreement for account information ("AIS")
This application agreement enables the user to obtain information about accounts of the end customer via the service user.

Application agreement for payment submission ("PSS")
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 and purpose limitation applied for.

Service user

- General admission criteria in accordance with **Annex 1, Admission criteria for bLink platform participation contract**

- "High" security level in accordance with **Annex 1, Admission criteria for bLink platform participation contract**

- Purpose limitation ZW-1 and/or ZW-2 according to **Table 1: Purpose limitation for service user**

Service provider

- General admission criteria in accordance with **Annex 1, Admission Criteria for bLink platform participation contract**

- "High" security level in accordance with **Annex 1, Admission criteria for bLink platform participation contract**

- Purpose limitation ZW-3 and/or ZW-4 according to **Table 2: Purpose limitation for service provider**

ID	Service User Data Usage		Requirements
ZW-1	**Use of data on behalf of the user**	The service user offers the user a software application in which the use of data (AIS and/or PSS) represents the core of the service accepted by the user ("**user-based service**"), in particular: • Aggregated presentation of cash positions and transmission of payment orders • Provision of other user-based services such as credit scoring, invoice reconciliation, liquidity analysis and loyalty programs	The service user must present the use of data as the core of the service.
ZW-2	**Use of data exclusively for own purposes**	The service user uses their own data (AIS and/or PSS) exclusively for a service for its own purpose, which essentially consists of the use of data ("**user-based service**").	The service user must present the use of the data for its own purposes as the core of the service.

Table 1: Purpose limitation for service user

ID	Data provision by Service Provider		Requirements
ZW-3	**Account management by financial institution**	The service provider is a financial institution that manages account information from its contractual end customers and makes data from these accounts available to the service user as part of the application agreement.	Comparison and reconciliation of the business model with the objective of maintaining accounts for end customers as a financial institution qualified for this.
ZW-4	**Account management by financial service provider**	The service provider is a financial service provider that manages account information from its contractual end customers and makes data from these accounts available to the service user as part of the application agreement.	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 2: Purpose limitation for service provider

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 of 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 [1]), 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 they 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 the account information into the user's software application, which the service user operates directly for the user or has licensed directly to the user and for which the service user procures and uses the account information as a user-based service. An evaluation of this account information for own and/or third-party purposes shall only be permitted with the consent of the user. The service user is not permitted to transfer account information to other service providers.

The service user also has the option of using their own data for their own purposes within the scope of the application.

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[1] 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[2]), 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:

Transmission of payment orders from and import of the associated information received via the service calls into the user's software application, which the service user operates directly for the user or has licensed directly to the user, and for which the service user provides the transmission of payment orders and the procurement and use of associated information as a user-based service. The service user is not permitted to evaluate the payment orders and associated information for their own purposes or the purposes of third parties or to transfer the account information to other service providers.

The service user also has the option of using their own data for their own purposes within the scope of the application.

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[2] Handshake calls are calls that are neither a request nor a response call but "technical calls."

F. Miscellaneous

The following provisions supplement the regulations in lit. 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.

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.

Participant

Place, Date

Name   Name

Title   Title

Signature   Signature

Contact information

Postal address

SIX BBS Ltd
Hardturmstrasse 201
8005 Zurich