



Annex 2

“OpenWealth”

Application Specifications

for the participation contract bLink platform

A. Definitions

In the context of the “OpenWealth” 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 contract.
Service provider:	Financial institution managing accounts and/or security accounts; financial service provider with end customer data
Service user:	Portfolio management system provider; provider of software solutions, e.g. for the management, aggregation, analysis, and display of asset situations; financial institution, other financial service provider, or government body (e.g. tax administration) with software solutions
end customer:	Customer of the service provider and account/security account holder
User:	The person identified in the consent management process. The user acts either on its 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 participation contract bLink platform. For the OpenWealth application a differentiation is useful, and “customer” is used as a generic term covering “end customer” or “user,” i.e. “customer” can mean either “end customer” or “user.”

B. Description

The OpenWealth application is intended to enable operators of software solutions to share information as service users via the platform of a financial service provider as the service provider and to send the user’s orders.

The OpenWealth application provides OpenWealth APIs listed below and described in detail in sections E.1., E.2., and E.3. to the participants on an optional basis as independent application contracts:

Application Contract for OpenWealth Customer Management API (OW CM API)

This application contract enables the user to share information on end-customer data such as address and contact details with the service provider via the service user.

Application Contract for OpenWealth Custody Service API (OW CS API)

This application contract enables the user to request information on end-customer assets (e.g. customer security accounts, items, transactions, and associated accounts) from the service provider via the service user.

Application Contract for OpenWealth Order Placement API (OW OP API)

This application contract enables the user to send transaction orders (e.g. securities orders) to the service provider and request the order status from the service provider via the service user.

Regardless of which module(s) the participants agree on in an application contract or in multiple application contracts, the term “**OpenWealth application**” is used.

C. Special Admission Criteria

In order to be admitted as a participant for the OpenWealth 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 participation contract bLink platform*.
- Fulfillment of purpose ZW-1 and/or ZW-2 in accordance with *Table 1: Criteria for fulfillment of the purpose below*.
- Fulfillment of the required security level:

OpenWealth Customer Management API (OW CM API)

Fulfillment of “very high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

OpenWealth Custody Service API (OW CS API)

Fulfillment of “high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

OpenWealth Order Placement API (OW OP API)

Fulfillment of “very high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

Service provider

- General admission criteria in accordance with Annex 1, *Admission criteria for participation contract bLink platform*.
- Fulfillment of purpose ZW-3 and/or ZW-4 in accordance with *Table 1: Criteria for fulfillment of the purpose below*.
- Fulfillment of the required security level:

OpenWealth Customer Management API (OW CM API)

Fulfillment of “very high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

In the OpenWealth Customer Management API, the exemption in accordance with Annex 1, F36, “very high” security level.

OpenWealth Custody Service API (OW CS API)

Fulfillment of “high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

OpenWealth Order Placement API (OW OP API)

Fulfillment of “very high” security level in accordance with *Annex 1, Admission criteria for bLink platform participation contract*

In the OpenWealth Order Placement API, the exemption in accordance with Annex 1, F36, “very high” security level.

ID	Category	Criterion	What is the objective?
ZW-1	Portfolio management	has a documented business model with the objective of offering portfolio management software/-services	Comparison and reconciliation of the business model with the objective of offering portfolio management software/-services
ZW-2	Management, aggregation, analysis, and display of asset situations	has a documented business model with the objective of offering users a presentation of asset positions and managing accounts and/or security accounts	Comparison and reconciliation of the business model with the objective of offering account and/or security account presentation and management for users
ZW-3	Account and/or security account management	is a financial institution that manages end customers’ accounts and/or security accounts	Comparison and reconciliation of the business model with the objective of maintaining accounts and/or security accounts for end customers as an entitled financial institution
ZW-4	Account and/or security account management	is a financial services provider that manages aggregated account and/or security account information pertaining to its contractual end customers	Comparison and reconciliation of the business model with the objective of maintaining accounts and/or security accounts for end customers as an entitled financial services provider

Table 1: Criteria for fulfillment of the purpose

D. Service Calls

The service calls and the associated responses in the context of the OpenWealth application are specified in more detail in the latest version of the technical specifications. The service provider must support all service calls, data formats, and communication channels that are mandatory for the OpenWealth application according to the technical specifications.

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

E. Content of OpenWealth Application

1. Application Contract for OpenWealth Customer Management API (OW CM API)

The OW CM API application contract, which takes effect between the service user and the service provider as part of the OpenWealth application, contains the following regulations:

a) Service to be performed. With each service call by the service user via the platform as defined in N 36 and 37 c. of the participation contract bLink platform (except for handshake calls¹):

- a. The service user commissions the service provider to provide the end customer’s information immediately and according to the service call via the platform or the service provider undertakes to accept the end customer information sent by the service user as a service call and to process it in a particular way or to provide a particular service, excluding any guarantee or liability on the part of the service provider and with the proviso of a possible revocation of the underlying authorization granted by the end customer to the user.
- b. The service user undertakes to pay the service provider any fee incurred in accordance with the price list for each response according to the service call from the service user (except for handshake calls) that is delivered to SIX.

b) Restrictions on use. The service user guarantees to the service provider and SIX that it will use the end-customer information received via service calls only within the scope of the consent granted by the user. The transfer of this information to an agent of the service user is permitted, taking account of N 94 of the participation contract bLink platform. The user’s consent must then also cover any such forwarding of information.

2. Application Contract for OpenWealth Custody Service API (OW CS API)

The OW CS API application contract, which takes effect between the service user and the service provider as part of the OpenWealth application, contains the following regulations:

a) Service to be performed. With each service call by the service user via the platform as defined in N 36 and 37 c. of the bLink platform participation contract (except for handshake calls):

- a. The service user commissions the service provider to provide the information on end-customer security accounts, items, and associated accounts immediately and according to the service call via the platform, excluding any guarantee or liability of the service provider and with the proviso of a possible revocation of the underlying authorization granted by the end customer to the user.
- b. The service user undertakes to pay the service provider any fee incurred in accordance with the price list for each response according to the service call from the service user (except for handshake calls) that is delivered to SIX.

b) Restrictions on use. The service user guarantees to the service provider and SIX that it will use the end-customer information received via service calls only within the scope of the consent granted by the user.

¹ Handshake calls are calls that are neither a request nor a response call but “technical calls.”

The transfer of this information to an agent of the service user is permitted, taking account of N 94 of the participation contract bLink platform. The user’s consent must then also cover any such forwarding of information.

3. Application Contract for OpenWealth Order Placement API (OW OP API)

The OW OP API application contract, which takes effect between the service user and the service provider as part of the OpenWealth application, contains the following regulations:

a) Service to be performed. With each service call by the service user via the platform as defined in N 36 and 37 c. of the participation contract bLink platform (except for handshake calls):

- a. The service user commissions the service provider to accept the information on transaction orders (e.g. securities orders) that it sends via service call, to check their execution and to provide their order status on request via service call, excluding any guarantee or liability of the service provider and with the proviso of a possible revocation of the underlying authorization granted by the end customer to the user.
- b. The service user undertakes to pay the service provider any fee incurred in accordance with the price list for each response according to the service call from the service user (except for handshake calls) that is delivered to SIX.

b) Restrictions on use. The service user guarantees to the service provider and SIX that it will use the end-customer information received via service calls only within the scope of the consent granted by the user. The transfer of this information to an agent of the service user is permitted, taking account of N 94 of the participation contract bLink platform. The user’s consent must then also cover any such forwarding of information.

F. Additional Provisions

The following provisions supplement the regulations in section E for the OpenWealth application.

1. **Data security.** The service user guarantees to the service provider and SIX that it will protect the user’s token with current security standards and will always store and otherwise process it in line with the data security requirements according to the admission criteria for the platform and application (Table 4 of [Annex 1](#) to the participation contract bLink platform throughout the duration of its participation in this application.
2. **Standard of diligence.** The parties shall fulfill their obligations with the customary degree of diligence.
3. **Liability and indemnity.** The service user and the service provider are liable to one another only for grossly negligent and intentional violations of the application contract, unless there is a violation of a duty to maintain confidentiality, of data security, or of compliance with data protection requirements, in which case the service provider and the service user are liable to one another for any fault. The service user also undertakes to indemnify the service provider and SIX (in the sense of a genuine contract for the benefit of third parties) against third-party claims in the case of a violation of sections 12 and 23 and release them from third-party claims.

4. **Compliance with statutory provisions.** Each party is required to comply with the applicable laws (including regulations on money laundering, combating terrorist financing, fraud, and the applicable export and sanction regulations) in its area. Furthermore, each party undertakes to refrain from any form of corruption, money laundering, terrorist financing, fraud, tax evasion in connection with the platform or through its use, circumvention of export and sanction regulations, child labor and violation of human rights and to take suitable measures to prevent, combat, and prosecute this in its area. If this is not done, this constitutes good cause for termination of the application contract without notice.
5. **Confidentiality and data protection.** Each party is required to maintain secrecy about all facts that are designated as confidential or can be considered confidential by nature and that it finds out about from the other party in the context of the OpenWealth application, and to use these only for the purposes of the application contract, unless the other party has permitted this. Each participant shall also impose this obligation on the employees and other third parties that it brings in. Each party is required to comply with the applicable data protection laws in its area, but shall support the other if necessary in a reasonable manner.
6. **Applicable law and court of jurisdiction.** Swiss substantive law shall apply, to the exclusion of international private law and the Vienna Convention. The exclusive court of jurisdiction is the city of Zurich, if claims are asserted by SIX.

Other than this, the conclusion, content, and termination of the respective application contract are governed by the provisions of the participation contract bLink platform, specifically by margin numbers 49, 55–57 and 87 with regard to content.

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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