



# Consent as a Service for the bLink Platform

(Hereinafter referred to as "**Service Contract**")

between

**ABC**

Street

CH postal code/city

(hereinafter referred to as "**Participant**")

and

**SIX BBS Ltd**

Hardturmstrasse 201

CH-8005 Zurich

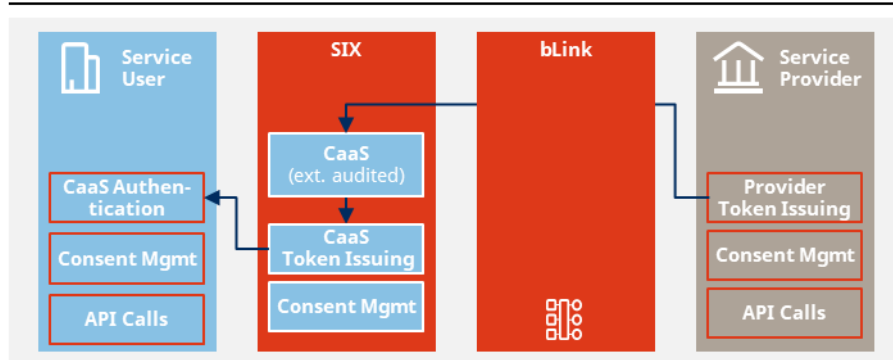
(hereinafter referred to as "**SIX**")

(jointly referred to as "**Parties**")

- 1 With its bLink platform (**bLink platform**), SIX shall run a central infrastructure enabling a standardized exchange of financial/account-related and other data and thus the provision of standardized services between financial institutions and other entities. In principle, the bLink platform is open to anyone who meets the defined admission criteria and has signed the *bLink Platform Participation Conditions* (**Participation Contract**). The use cases in which participants can exchange data using the bLink platform shall be initiated with a **service call** from one participant as the sender (**service user**) to another participant as the recipient of the service call (**service provider**) and are provided directly by the service provider to the service user. The use cases are defined by SIX in the corresponding specifications. Each such use case is an **application**.
- 2 The participant has signed the Participation Contract. Upon signature, this Service Contract shall apply in addition to the Participation Contract. The contractual obligations that the participant must fulfill from the Participation Contract for SIX as platform operator or other participants remain unchanged.
- 3 As a basis for data exchange within the scope of an application, the service provider issues a token to the service user (**provider token**). With each service call, the provider token must be sent for verification by the service provider. Via consent as a service, SIX offers the participant to hold the provider token in a token store operated by SIX in accordance with the specifications of the participation agreement (**CaaS**). The participant's use of CaaS causes the participant and its customer to be authenticated by SIX for each service call request. After successful authentication, SIX forwards the service call request with the provider token to the service provider on behalf of the participant. CaaS thus enables the participant to make the service calls that are intended and to be authenticated in accordance with the Participation Contract via the bLink platform without having to store the provider token in its infrastructure in accordance with the specifications of the Participation Contract.

The participant remains responsible for the fulfillment of the admission criteria in accordance with Annex 1 of the Participation Contract, but SIX takes over the execution on its behalf within the scope of CaaS.

**Consent Management with «Consent-as-a-Service»**



- 4 The fulfillment of the admission criteria in accordance with Annex 1 of the Participation Contract by the participant, which particularly includes the implementation of the secure custody of the provider token, is ensured by outsourcing to SIX within the scope of CaaS. SIX assumes the role of secure custodian for the provider token (referred to as “token” in the Participation Contract) on behalf of the participant. For each provider token held, SIX issues a token to the participant (**consumer token**). SIX ensures that each consumer token generated can be uniquely assigned to a corresponding provider

token. When initiating a service call, the participant transmits their consumer token to the bLink platform. SIX verifies the consumer token received as part of CaaS and, after successful verification, forwards the corresponding provider token to the service provider on behalf of the participant.

- 5 The participant is required to protect the consumer token with customary care.
- 6 SIX undertakes to keep business secrets of the participant secret – in particular also regarding the relationship between other participants – and to inform all its employees as well as third parties of the obligation to maintain business secrecy and to oblige them to do so.
- 7 If a breach of data security occurs in relation to CaaS or if SIX records unusual attacks on CaaS, SIX shall inform the participant immediately. Upon receipt of this information – and without further action – the participant shall instruct SIX to fulfill its information obligations in accordance with the bLink Participation Contract.
- 8 To ensure compliance with the custody of the provider token as required by the admission criteria (Annex 1), SIX shall have an independent third party perform an annual audit. SIX shall make corresponding reports of these independent third parties available to the participant for inspection within the scope of CaaS.
- 9 SIX shall also grant the participant and its audit company an unrestricted right of inspection and audit with regard to the contractual performance of the services provided by SIX, in particular with regard to the audit and assessment of compliance with the admission criteria (Annex 1) in relation to CaaS. The costs of such an audit shall be borne by the participant.
- 10 In connection with the use of CaaS, the participant must pay the fees in accordance with the price list (Annex 2). In each case, the fees shall be owed to SIX at the end of an invoice period, whereby a payment term of 30 days shall apply.
- 11 SIX may adjust its prices in an appropriate manner at the beginning of each calendar quarter with a notice period of six months. Should the participant not agree, they may extraordinarily terminate the use of CaaS at the time the new price list comes into effect with a notice period of one month; otherwise the adjusted price list shall become binding.
- 12 The liability of the parties in connection with the Service Contract is limited to direct damages caused to one party by intentional or culpable conduct of the other party or its auxiliary persons. The liability for indirect and consequential losses. e.g. for lost profits, third-party claims, unrealized savings, etc., is excluded to the extent permitted by law.
- 13 SIX offers CaaS to the participant within the scope of the availability described in Appendix 3 of the Service Level Agreement.
- 14 SIX is entitled to interrupt or block operation or the participant's access to CaaS at any time for important reasons (such as e.g. breakdowns, sabotage, risk of misuse, etc.). The assessment of whether an important reason exists lies with SIX.
- 15 This Service Contract is linked to the existence of the Participation Contract. This means that if the Participation Contract is terminated, the Service Contract shall also be deemed to be terminated without further action.
- 16 Swiss substantive law shall apply under the exclusion of private international law and the Vienna Convention. The exclusive place of jurisdiction shall be the city of Zurich.



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:

\_\_\_\_\_

**SIX BBS Ltd**

Place, Date

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_