

Application for participation in the RPS SEPA-Clearer

(To be submitted to the responsible Bundesbank customer service team)

New application Change¹ Deletion on _____ 2

in connection with the following service(s) SEPA Credit Transfer
 SEPA Direct Debit Core SEPA Direct Debit B2B
 SEPA Card Clearing (SCC) Collections

BIC³ _____ Bank sort code _____
 Account in TARGET2 PM account or HAM account

Postal address

Name or company _____
 Street, number or PO box and number _____
 Post code _____ Place _____

Delivery address if different from postal address

Name or company _____
 Street, number or PO box and number _____
 Post code _____ Place _____

Functional contact person

Surname, first name, job title, internal mail information _____
 Country, post code and place _____
 Telephone _____ Fax _____
 E-mail address _____

Technical contact person for SWIFT/EBICS communication

Surname, first name, job title, internal mail information _____
 Country, post code and place _____
 Telephone _____ Fax _____
 E-mail address _____

Mark with a cross or complete

¹ Please only complete the fields that are to be changed.
² New applications, changes respectively deletions may be made with effect to the Monday following the first Saturday of a month. The cut-off date for submitting changes respectively deletions is 20th of the preceding calendar month.
³ If you wish to register with STEP2 as a reachable BIC of the Deutsche Bundesbank using an 11-character BIC with the branch code extension "XXX", the eight-character BIC must be stated.
Note: Reference to the basic convention for the indication of the BIC can be found in the "Notice on the routing directory for processing retail payments via the RPS SEPA-Clearer (SCL Directory Notice)" in section IV point 3.

Settlement information

Use of own account

Account number (sub-account in the TARGET2 payments module)¹

Contact person for the settlement account (liquidity management)²

Surname, first name or unit of organisation

Telephone

(Functional) E-mail address

→ Additionally fill out Annex 3, if you wish to apply for the optional encryption of e-mail communication³ and/or the optional e-mail notification on upcoming delivery side debits.

Use of a settlement agent's account

→ Please also complete forms 4792 and 4793.

Communication channel

SEPA payment transaction files are exchanged via the following communication channel.

SWIFTNet FileAct

> Annex 1 must also be completed.

EBICS

> Form 4750 "Application for communication via EBICS – payment service providers with a bank sort code" must also be completed.

Indirect participation in the EBA CLEARING's STEP2 system⁴

Registration as an indirect participant of the Deutsche Bundesbank in the EBA CLEARING's STEP2 system

Documentation for registration with EBA CLEARING

is attached.

will be sent at a later date.

EBA CLEARING charges "registered indirect participants" a one-off participation fee, an annual fee, amendment fees and deregistration fees. The Deutsche Bundesbank passes these fees on to the relevant participants.

Mark with a cross or complete

¹ The relevant TARGET2 forms must also be submitted.

² Per settlement account (PM account in the Payments Module of TARGET2) only one contact person and one telephone number can be named vis-à-vis the Deutsche Bundesbank. A maximum of five e-mail addresses can be specified. The indication of a functional e-mail address is strongly recommended.

³ If no encryption of e-mail communication has been specified, the Deutsche Bundesbank will attempt TLS encryption by default. If TLS encryption is not supported by the recipient, the e-mail is sent unencrypted. However, if the recipient has specified the "TLS required" encryption procedure for e-mail communication with the Deutsche Bundesbank and TLS encryption is not supported at the time the e-mail is to be sent, no e-mail will be sent, not even in unencrypted form.

⁴ Only applies to the services SEPA Credit Transfer, SEPA Direct Debit Core, SEPA Direct Debit B2B.

We hereby apply to participate in the Deutsche Bundesbank's RPS SEPA-Clearer with the BIC specified above.

The provisions contained in

- the "General Terms and Conditions of the Deutsche Bundesbank", especially section III,
- the procedural rules for the requested RPS SEPA-Clearer service(s) each in the current version¹
- as well as the provisions of the "Finality/Net Performance Agreement" in case of applying for the participation in the SCC service

apply to our participation.

We confirm our legal competence for the admission of the aforementioned rules and for the adoption or execution and the performance of the resultant rights and obligations as well as – if applying for the participation in the SCC service – for the adherence to the "Finality/Net Performance Agreement" and the adoption or execution and the performance of the resultant rights and obligations.

Additionally in case of participants established abroad a Capacity Opinion corresponding to the terms of reference in Annex 2 is required.

Furthermore we confirm that we have signed the relevant SEPA Adherence Agreement with the European Payments Council (EPC).²

We undertake to secure our IT systems against internal and external threats in accordance with the specifications laid down by the Federal Financial Supervisory Authority (BaFin). Furthermore, we undertake to observe the recommendations of the Federal Office for Information Security (BSI), as contained in the IT Baseline Protection Manual.

Notice and declaration on data protection

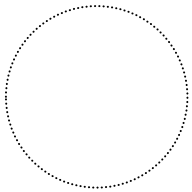
The personal contact data (e.g. surname, first name) collected in the context of participation in the SEPA-Clearer of the RPS will be used by the Deutsche Bundesbank, Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main in compliance with the provisions of the Bundesdatenschutzgesetz (BDSG) and the Datenschutzgrundverordnung (DSGVO) exclusively for this purpose by the responsible authorities. The legal bases for processing are the General Terms and Conditions of Deutsche Bundesbank and procedural rules of the SEPA-Clearers of the RPS.

Your personal data will be deleted immediately after the end of the business relationship in compliance with legal requirements pursuant to Art. 17 DSGVO. As a person concerned, you have various rights, such as information about your processing data. Further information on the rights of persons concerned can be found in the Bank's data protection information on the Internet or can be obtained from the Bank's data protection officer.

The data protection officer can be contacted at Datenschutz@bundesbank.de, by telephone on 069 95662369 or by post at Deutsche Bundesbank, Data Protection Officer, P.O. Box 10 06 02, 60006 Frankfurt am Main.

Place, date

Company and signature(s)

To be completed by the Deutsche Bundesbank	
Vertretungsberechtigung und Unterschriften in Ordnung	
Datum, Unterschrift	_____
Einstellung in den Workflow „Vordruckrouting“	
Datum, Unterschrift	_____
	

Annex

¹ "The Deutsche Bundesbank's Procedural rules for the clearing and settlement of SEPA credit transfers via the RPS SEPA-Clearer (SEPA credit transfer procedural rules)", "The Deutsche Bundesbank's Procedural rules for the clearing and settlement of SEPA direct debits via the RPS SEPA-Clearer (SEPA direct debit procedural rules)" as well as "The Deutsche Bundesbank's Procedural rules for the clearing and settlement of SCC collections (SCC collection procedural rules)".

² Only applies to the services SEPA Credit Transfer, SEPA Direct Debit Core, SEPA Direct Debit B2B.

Participation in the Deutsche Bundesbank's RPS SEPA-Clearer via SWIFTNet FileAct

Specifications for submissions to the Deutsche Bundesbank and deliveries from the Deutsche Bundesbank

Use of SWIFT's "Non Repudiation" service

Distinguished name (DN) for live operations

o = swift

Service name

- rps.bulkp.rt (Closed User Group RPS)
 swift.generic.fa (Generic Service)

Furthermore, it is necessary to register with SWIFT for the corresponding FileAct service.

Compression

- None
 FLAM 3.0 and above
 ADC mode
 Buffer size 64 kB
 ZIP
 GZIP

Optional¹

- Active transmission of the SCL Directory via the SWIFTNet FileAct communication channel

Compression

- FLAM 3.0 and above
 ADC mode
 Buffer size 64 kB
 ZIP
 GZIP

Version

- Full table (complete directory)
 Delta table (list of changes)

¹ This section covers optional extras. The SCL Directory also remains available for download on a standard basis from the Deutsche Bundesbank's ExtraNet

Terms of reference for capacity opinion

Terms of reference for capacity opinion for the participation in the RPS SEPA-Clearer

Deutsche Bundesbank
RPS-Service, Z 20-2
Postfach 10 11 48
40002 Düsseldorf
Germany

Participation in the RPS SEPA-Clearer

Dear Sir or Madam

We have been asked to provide this Opinion as _____ legal advisers to (hereinafter the 'Participant') in respect of issues arising under the laws of _____ in connection with the participation of the Participant in the RPS SEPA-Clearer of the Deutsche Bundesbank (hereinafter the 'System').

This Opinion is confined to the laws of _____ as they exist on the date of this Opinion. We have made no investigation of the laws of any other jurisdictions as a basis for this Opinion, and do not express or imply any opinion in this regard. Each of the statements and opinions presented below applies with equal accuracy and validity under the laws of _____, whether or not the Participant acts through its head office or one or more branches established inside or outside of _____ in submitting payment orders and receiving payments.

I. Documents examined

For the purposes of this Opinion, we have examined:

- (1) a certified copy of the _____ of the Participant such as is/are in effect on the date hereof;
- (2) an extract from the _____ and _____;
- (3) a copy of the Participants licence or other proof of authorisation to provide banking, investment, funds transfer or other financial services in _____;
- (4) a copy of a resolution adopted by the board of directors or the relevant governing body of the Participant on _____, evidencing the Participants agreement to adhere to the System Documents, as defined below; and

(5)

and all other documents relating to the Participants constitution, powers, and authorisations necessary or appropriate for the provision of this Opinion (hereinafter the 'Participant Documents').

For the purposes of this Opinion, we have also examined:

- (1) The “General terms and conditions of the Deutsche Bundesbank”, especially section I and section III subsection A and C, of (hereinafter the 'Terms') and
- (2) The procedural rules for the requested services (hereinafter the 'Procedural Rules')
 - (a) “The Deutsche Bundesbank’s Procedural rules for the clearing and settlement of **SEPA credit transfers** via the RPS SEPA-Clearer”, version
 - (b) “The Deutsche Bundesbank’s Procedural rules for the clearing and settlement of **SEPA direct debits** via the RPS SEPA-Clearer”, version
 - (c) “The Deutsche Bundesbank’s Procedural rules for the clearing and settlement of **SCC collections** via the RPS SEPA-Clearer”, version
- (3) (*for the participation in the SCC service*) The “Finality/Net Performance Agreement”, of .

The Terms and the Procedural Rules as well as (*for the participation in the SCC service*) the “Finality/Net Performance Agreement” shall be referred to hereinafter as the 'System Documents' and collectively with the Participant Documents as the 'Documents'.

II. Legal assumptions

For the purposes of this Opinion we have assumed in relation to the Documents that:

- (1) the System Documents with which we have been provided are originals or true copies;
- (2) the System Documents and the rights and obligations created by them are valid and legally binding under the laws of Germany, by which they are expressed to be governed, and the choice of the laws of Germany to govern the System Documents is recognised by the laws of Germany.
- (3) the Participant Documents are within the capacity and power of and have been validly authorised, adopted or executed and, where necessary, delivered by the relevant parties; and
- (4) the Participant Documents are binding on the parties to which they are addressed, and there has been no breach of any of their terms.

III. Opinions regarding the participant

- A. The Participant is a corporation duly established and registered or otherwise duly incorporated or organised under the laws of _____.
- B. The Participant has all the requisite corporate powers to execute and perform the rights and obligations under the System Documents as well as (*for the participation in the SCC service*) for the adherence to the “Finality/Net Performance Agreement”.
- C. The declaration of participation, (*for the participation in the SCC service*) the adherence to the “Finality/Net Performance Agreement” as well as the adoption or execution and the performance by the Participant of the rights and obligations under the System Documents will not in any way breach any provision of the laws or regulations of _____ applicable to the Participant or the Participant Documents.
- D. No additional authorisations, approvals, consents, filings, registrations, notarisations or other certifications of or with any court or governmental, judicial or public authority that is competent in _____ are required by the Participant in connection with the declaration of participation, (*for the participation in the SCC service*) the adherence to the “Finality/Net Performance Agreement” and the adoption or execution and the performance by the Participant of the rights and obligations under the System Documents.
- E. The Participant has taken all necessary corporate action and other steps necessary under the laws of _____ to ensure that (*for the participation in the SCC service*) the adherence to the “Finality/Net Performance Agreement” and its obligations under the System Documents are legal, valid and binding.

This Opinion is stated as of its date and is addressed solely to the Deutsche Bundesbank and the Participant. No other persons may rely on this Opinion, and the contents of this Opinion may not be disclosed to persons other than its intended recipients and their legal counsel without our prior written consent, with the exception of the _____ of _____.

Yours faithfully

Optional advance information on upcoming delivery side debits

We request to receive advance information in accordance with chapter VI section 5 of the relevant pro-cedurl rules.

(Functional) E-mail adress

- 1.
- 2.
- 3.
- 4.
- 5.

Optional encrypted E-mail communication

The selected encryption type for E-mail communication applies both for obligatory contact person for the settlement account (liquidity management) and – if selected – optional contact person for advance information.

If the selected encryption is not supported by the participant at tzhe time the e-mail is tob e sent (e.g. no valid key available), the e-mail will not be sent, not even in unencrypted form.

Encryption:

- PGP** or
 S/MIME

For each e-mail address, the SHA1 fingerprints of the respective keys must be provided. Alternatively, a domain key for encrypted e-mail communication can be agreed with the Deutsche Bundesbank.

Specification of keys:

- Domain-Key or
 Key for single E-mail addresses

Fingerprints for contact details of the settlement account (liquidity management)

(Functional) E-mail address ¹	SHA1 fingerprint of the key
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- 1.
- 2.
- 3.
- 4.
- 5.

Fingerprints für contact details for advance information (if selected)

(Functionale) E-mail address ²	SHA1 fingerprint of the key
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- 1.
- 2.
- 3.
- 4.
- 5.

¹ Please enter the same up to five e-mail addresses as on page 2 of form 4791 under Contact person fort he settlement account (liquidity man-
agement)

² If optional advance information is selected, please enter the same up to five e-mail addresses here.