**APPENDIX 2a**

***Please note that only the Spanish version of this document produces legal effect. Any translation is provided for commercial purposes only.***

**SPECIFIC CONDITIONS OF MEMBERSHIP**

GENERAL INFORMATION:

|  |  |  |
| --- | --- | --- |
| *Name* Haga clic o pulse aquí para escribir texto. | | *Abbreviation* Haga clic o pulse aquí para escribir texto. |
| *Legal entity identifier: LEI* | | |
| *Tax residence: Full address (town, postcode, street, number, etc.)* | | |
| *Tax number ("NIF")* Haga clic o pulse aquí para escribir texto. | *VAT number* Haga clic o pulse aquí para escribir texto. | |
| *Nationality* Haga clic o pulse aquí para escribir texto. | | |

CONNECTIVITY MODEL REQUESTED[[1]](#footnote-1):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *BIC 11 code* | | | | |
|  | **Connectivity** | **Delegation model[[2]](#footnote-2)** | **Name of the delegated Participant[[3]](#footnote-3)** | **BIC 11 code of the delegated Participant** |
| □ | ICP | No | Participant that does not have a direct connection to T2S and only operates on its own behalf in relation to Fixed Income, or has a BIC code exclusively to do so, and is not responsible for the technical resources of any entity. The entity applies for having real-time communications only in BME-PC mode for this operation. | |
| □ | ICP | No[[4]](#footnote-4) | - | - |
| □ | DCP | No | - | - |
| □ | ICP | Account Operator | Name of the delegated participant | BIC 11 code of the delegated participant |
| □ | DCP | Account Operator | Name of the delegated participant | BIC 11 code of the delegated participant |
| □ | DCP | Standard ASO | Name of the delegated participant | BIC 11 code of the delegated participant |
| □ | DCP | Customised ASO | Name of the delegated participant | BIC 11 code of the delegated participant |

## DCP CONNECTIVITY: TECHNICAL INFORMATION ON CONNECTIVITY TO T2S:[[5]](#footnote-5)

|  |  |
| --- | --- |
| ***Technical Sender:*** | BIC 11 code |
| ***Network Service Provider:*** | SWIFT or SIA-COLT |
| ***Technical Address:*** | *Technical Address (IP)* |

| ***Network Service Name*** | ***Technical Address*** |
| --- | --- |
| SWIFT.MSGSNF | SWIFT |
| SWIFT.MSGRT | SWIFT |
| SWIFT.FILESNF | SWIFT |
| SWIFT.FILERT | SWIFT |
| SIA-COLT.MSGSNF | SIA-COLT |
| SIA-COLT.MSGRT | SIA-COLT |
| SIA-COLT.FILESNF | SIA-COLT |
| SIA-COLT.FILERT | SIA-COLT |

CONTACTS

|  |  |
| --- | --- |
| ***Business Manager*** *name and surnames* Haga clic o pulse aquí para escribir texto. | |
| *Telephone number* Haga clic o pulse aquí para escribir texto. | *E-mail* Haga clic o pulse aquí para escribir texto. |

|  |  |
| --- | --- |
| ***Treasury Manager*** *name and surnames* Haga clic o pulse aquí para escribir texto. | |
| *Telephone number* Haga clic o pulse aquí para escribir texto. | *E-mail* Haga clic o pulse aquí para escribir texto. |

|  |  |
| --- | --- |
| ***Settlement Manager*** *name and surnames* Haga clic o pulse aquí para escribir texto. | |
| *Telephone number* Haga clic o pulse aquí para escribir texto. | *E-mail* Haga clic o pulse aquí para escribir texto. |

|  |  |
| --- | --- |
| ***Crisis Manager*** *name and surnames* Haga clic o pulse aquí para escribir texto. | |
| *Telephone number* Haga clic o pulse aquí para escribir texto. | *E-mail* Haga clic o pulse aquí para escribir texto. |

E-MAILS FOR RECEIVING INFORMATION

|  |
| --- |
| *Email for receiving* ***Circulars***[[6]](#footnote-6)*(one per participant)* Haga clic o pulse aquí para escribir texto. |
| *Email for receiving* ***Instructions***[[7]](#footnote-7) *(one per participant)* Haga clic o pulse aquí para escribir texto. |
| *Email for receiving* ***Informative Memoranda***[[8]](#footnote-8) *(one per entity)* Haga clic o pulse aquí para escribir texto. |
| *Email for receiving* ***Notifications***[[9]](#footnote-9) *(one per entity)* Haga clic o pulse aquí para escribir texto. |
| *Email for receiving emails from the* ***ARCO System***[[10]](#footnote-10) *(maximum of two per participant):*Haga clic o pulse aquí para escribir texto. |

FATCA STATUS

|  |
| --- |
| *FATCA status (Foreign Account Tax Compliance Act):*  *Pursuant to Order HAP/1136/2014 of 30 June, the Participant:*  *Is a Spanish Credit Institution obliged to notify information, state the IRS (GIIN) code obtained:*  *…………………………………….*  *Is a Spanish Credit Institution not obliged to notify information.* |

In ... ... ... ..., on ... of ... ... ... ... 20…

**On behalf of the Participant,**

Signed: … … … … … … … … … … … …

By signing, the representatives or contact persons signing this Agreement and its appendixes (hereinafter, "Interested Parties") know that their personal data provided such as identification information (name, surname, ID card number, documentation proving representation and signature) will be processed by the Data Controller (Iberclear) in order to allow the development, execution, compliance and control of this Contract between the Parties. Personal data will not be communicated to third parties, unless the law so provides or it is necessary for the execution of this Agreement. Based on the legitimate interest when there are internal administrative purposes and for the correct management and maintenance of the contractual relationship, the personal data of Interested Parties may be communicated to the companies of the BME Group to which Iberclear belongs. International data transfers to Switzerland, the country where SIX Group AG and other SIX Group companies to which BME belongs are located, are foreseen. Switzerland has been declared as a country with an adequate level of protection by the European Commission. Automated decisions and profiling are not foreseen.

Personal data will be retained for the duration of the contractual relationship and, subsequently, for the periods of time during which any legal liability may arise.

Interested parties are aware that they may exercise, at any time, their rights of access, rectification, deletion, opposition, limitation of processing and portability by writing to the BME Group Data Protection Officer, Plaza de la Lealtad, 1, 28014 Madrid or by e-mail to protecciondedatos@grupobme.es, and may contact the Spanish Data Protection Agency (www.aepd.es) for any claim related to the processing of their personal data.

In the event that a Data Subject provides personal data of other individuals, he/she undertakes to provide the information contained in this clause to them.

**APPENDIX 2b**

**Document accepting the use of technical means**

In …………………………, on ...… of ………………, 20...….

By means of this document, ………………………… (participant and delegated participant) …………………………, holding Tax ID number …………………………respectively, declare to IBERCLEAR that the participant …………(participant)……, in its operation with BIC code ………………… shall make use of the technical means of the participant ………………………… (delegated participant) …………………………, identified with BIC code -………………., the latter indicating its agreement by means of its signature on the present document.

|  |  |
| --- | --- |
| On behalf of the participant: | For the delegated participant: |
| Signed: ………………………………………… | Signed: ……………………………………… |

By signing, the representatives or contact persons signing this Agreement and its appendixes (hereinafter, "Interested Parties") know that their personal data provided such as identification information (name, surname, ID card number, documentation proving representation and signature) will be processed by the Data Controller (Iberclear) in order to allow the development, execution, compliance and control of this Contract between the Parties. Personal data will not be communicated to third parties, unless the law so provides or it is necessary for the execution of this Agreement. Based on the legitimate interest when there are internal administrative purposes and for the correct management and maintenance of the contractual relationship, the personal data of Interested Parties may be communicated to the companies of the BME Group to which Iberclear belongs. International data transfers to Switzerland, the country where SIX Group AG and other SIX Group companies to which BME belongs are located, are foreseen. Switzerland has been declared as a country with an adequate level of protection by the European Commission. Automated decisions and profiling are not foreseen.

Personal data will be retained for the duration of the contractual relationship and, subsequently, for the periods of time during which any legal liability may arise.

Interested parties are aware that they may exercise, at any time, their rights of access, rectification, deletion, opposition, limitation of processing and portability by writing to the BME Group Data Protection Officer, Plaza de la Lealtad, 1, 28014 Madrid or by e-mail to protecciondedatos@grupobme.es, and may contact the Spanish Data Protection Agency (www.aepd.es) for any claim related to the processing of their personal data.

In the event that a Data Subject provides personal data of other individuals, he/she undertakes to provide the information contained in this clause to them.

**APPENDIX 2c**

**Document accepting debits to the dedicated cash account (DCA)**

In …………………………, on ...… of ……………… 20...….

By means of this document, …………………………, (direct debit entity / holder of the dedicated cash account) …………………………, holding Tax ID number …………………………, with corporate address at ……………………………………………………………………………, hereinafter, the “Direct Debit Entity”, in its condition as holder of the dedicated cash account (DCA) and for and on behalf of …………………………, holding national identification document number …………………………, authorised for this act by means of a power of attorney executed before the Notary Public …………………………, on ……………… number ……………… of his protocol, a copy of which is attached,

and …………… (participating entity)………………, hereinafter, the “Participating Entity” and for and on behalf of …………………………, holding national identification document number …………………………, authorised for this act by means of a power of attorney executed before the Notary Public …………………………, on ……………… number ……………… of his protocol, a copy of which is attached,

Declare:

1.- The Direct Debit Entity participates in the TARGET2 payments system and operated by the Bank of..., and is the holder of the dedicated cash account:

|  |  |
| --- | --- |
| **Dedicated cash account (DCA):** | Dedicated cash account (DCA) |
| **BIC code:** | BIC code |
| **Name of Central Bank:** | Name of Central Bank |

2.- The Direct Debit Entity agrees that the above identified dedicated cash account be linked to the following securities account(s) that the participant maintains in the Central Registry of the ARCO Securities Registration and Settlement System:

|  |  |
| --- | --- |
| **Securities account** | **BIC 11 code of the entity** |
| Securities account | BIC 11 code |
| Securities account | BIC 11 code |
| Securities account | BIC 11 code |
| Securities account | BIC 11 code |

With this agreement, the Direct Debit Entity authorises that the items arising from cash settlements carried out by IBERCLEAR in relation to the above mentioned securities accounts be entered in said dedicated cash account.

3.- The Participating Entity undertakes to immediately inform IBERCLEAR of any circumstance which, being related to the dedicated cash account, including its authorisation by the corresponding Central Bank, with the Direct Debit Entity or with the continuity of the operation of the Payment System in which the latter participates, may limit, restrict or delay the execution of the items indicated in section 2.

4.- The Participating Entity undertakes to immediately inform IBERCLEAR of any change to the dedicated cash account, including the revocation of the authorisation conferred by the Direct Debit Entity, which shall only be effective before IBERCLEAR once the notification by the latter is received and accepted. This notification must include the dedicated cash account(s) authorised by the corresponding Central Bank and which must be linked to the securities accounts referred to in section 2 of the present document.

|  |  |
| --- | --- |
| On behalf of the Direct Debit Entity: | On behalf of the participant: |
| Signed: ………………………………………… | Signed: ………………………………… |

By signing, the representatives or contact persons signing this Agreement and its appendixes (hereinafter, "Interested Parties") know that their personal data provided such as identification information (name, surname, ID card number, documentation proving representation and signature) will be processed by the Data Controller (Iberclear) in order to allow the development, execution, compliance and control of this Contract between the Parties. Personal data will not be communicated to third parties, unless the law so provides or it is necessary for the execution of this Agreement. Based on the legitimate interest when there are internal administrative purposes and for the correct management and maintenance of the contractual relationship, the personal data of Interested Parties may be communicated to the companies of the BME Group to which Iberclear belongs. International data transfers to Switzerland, the country where SIX Group AG and other SIX Group companies to which BME belongs are located, are foreseen. Switzerland has been declared as a country with an adequate level of protection by the European Commission. Automated decisions and profiling are not foreseen.

Personal data will be retained for the duration of the contractual relationship and, subsequently, for the periods of time during which any legal liability may arise.

Interested parties are aware that they may exercise, at any time, their rights of access, rectification, deletion, opposition, limitation of processing and portability by writing to the BME Group Data Protection Officer, Plaza de la Lealtad, 1, 28014 Madrid or by e-mail to protecciondedatos@grupobme.es, and may contact the Spanish Data Protection Agency (www.aepd.es) for any claim related to the processing of their personal data.

In the event that a Data Subject provides personal data of other individuals, he/she undertakes to provide the information contained in this clause to them.

**APPENDIX 2d**

**Document accepting direct debits for billing in the payments module account (RTGS)**

In …………………………, on ...… of ……………… 20...….

By means of this document, …………………………, (direct debit entity/RTGS payments module account holder) …………………………, holding Tax ID number …………………………, with corporate address at ……………………………………………………………………………, hereinafter, the “Direct Debit Entity”, in its condition as holder of the RTGS payments module account and for and on behalf of …………………………, holding national ID number …………………………, authorised for this act by means of a power of attorney executed before the Notary Public …………………………, on ……………… number ……………… of his protocol, a copy of which is attached,

and …………… (participating entity)………………, hereinafter, the “Participating Entity” and for and on behalf of …………………………, holding national identification document number …………………………, authorised for this act by means of a power of attorney executed before the Notary Public …………………………, on ……………… number ……………… of his protocol, a copy of which is attached,

Declare:

1.- That the Direct Debit Entity participates in the TARGET2 component payment system operated by the Bank of …………., and is the holder of the RTGS payments module account:

|  |  |
| --- | --- |
| **RTGS payments module account:** | Payments module account (RTGS) |
| **BIC code:** | BIC code |
| **Name of Central Bank:** | Name of Central Bank |

2.- That the Direct Debit Entity authorises the registration in the aforementioned RTGS payments module account of items arising from the settlement of fees for trading, registration, clearing, settlement and other services associated with the orders and operations on securities settled in it, carried out by IBERCLEAR.

3.- That the participant undertakes to immediately inform IBERCLEAR of any circumstance which, being related to the RTGS payments module account, including its authorisation by the corresponding Central Bank, with the Direct Debit Entity or with the continuity of the operation of the Payment System in which the latter participates, may limit, restrict or delay the execution of the items indicated in section 2.

4.- That the Participant undertakes to immediately inform IBERCLEAR of any change to the RTGS payments module account, including the revocation of the authorisation conferred by the Direct Debit Entity, which shall only be effective before IBERCLEAR once the notification by the latter is received and accepted.

|  |  |
| --- | --- |
| On behalf of the Direct Debit Entity: | On behalf of the participant: |
| Signed: ………………………………………… | Signed:……………………………… |

By signing, the representatives or contact persons signing this Agreement and its appendixes (hereinafter, "Interested Parties") know that their personal data provided such as identification information (name, surname, ID card number, documentation proving representation and signature) will be processed by the Data Controller (Iberclear) in order to allow the development, execution, compliance and control of this Contract between the Parties. Personal data will not be communicated to third parties, unless the law so provides or it is necessary for the execution of this Agreement. Based on the legitimate interest when there are internal administrative purposes and for the correct management and maintenance of the contractual relationship, the personal data of Interested Parties may be communicated to the companies of the BME Group to which Iberclear belongs. International data transfers to Switzerland, the country where SIX Group AG and other SIX Group companies to which BME belongs are located, are foreseen. Switzerland has been declared as a country with an adequate level of protection by the European Commission. Automated decisions and profiling are not foreseen.

Personal data will be retained for the duration of the contractual relationship and, subsequently, for the periods of time during which any legal liability may arise.

Interested parties are aware that they may exercise, at any time, their rights of access, rectification, deletion, opposition, limitation of processing and portability by writing to the BME Group Data Protection Officer, Plaza de la Lealtad, 1, 28014 Madrid or by e-mail to protecciondedatos@grupobme.es, and may contact the Spanish Data Protection Agency (www.aepd.es) for any claim related to the processing of their personal data.

In the event that a Data Subject provides personal data of other individuals, he/she undertakes to provide the information contained in this clause to them.

1. Applicants must provide as many copies of this page as BIC 11 codes they wish to have operational with IBERCLEAR. [↑](#footnote-ref-1)
2. Pursuant to the information shown in Appendix R3 “Participants connectivity and delegation of resources” of the ARCO System Procedures Manual. [↑](#footnote-ref-2)
3. In the event that another participant is delegated, a document accepting the use of technical resources must be supplied as an attachment. [↑](#footnote-ref-3)
4. A report must be provided specifying the IT resources available and that they meet the necessary requirements for membership of the IBERCLEAR system. [↑](#footnote-ref-4)
5. It must be completed in the event of DCP connectivity. Furthermore, it will be necessary to complete Form D2 “Administrator Users Request in T2S for DCP Participating Entities" from the ARCO System Procedures Manual. [↑](#footnote-ref-5)
6. The **Circulars** govern the upkeep and monitoring of the book-entry register system and the settlement processes. Between 5 and 10 are published every year. [↑](#footnote-ref-6)
7. The **Instructions** specify, in accordance with the Circulars, any development or change in technical procedures. Between 10 and 15 are published every year. [↑](#footnote-ref-7)
8. The **Informative memos** are publications that have an impact in the medium-term. Around 50 Informative Memos are published every year. [↑](#footnote-ref-8)
9. The **Notifications** are publications associated with the daily operations such as listing and de-listing of securities on the register or changes to capital, etc. Around 1,000 Notifications are published every year. [↑](#footnote-ref-9)
10. Emails sent from the **IBERCLEAR Sistema ARCO** address shall inform on aspects relating to daily trading. [↑](#footnote-ref-10)