

EURONEXT SECURITIES COPENHAGEN

Rule Book – Part 5 T2S – DCP Service Rules

Date: 29 October 2018



1. **Scope**

- 1.1** These T2S – DCP Service Rules (the “DCP Rules”) being part 5 of the VP Rule Book apply to the DCP Services (as defined below).
- 1.2** In the event of any inconsistency between the DCP Rules and other parts of the Participation Agreement, the DCP Rules shall prevail.
- 1.3** Terms defined in Part 1 of the VP Rule book (Definitions) have the same meaning when used in these DCP Rules, unless otherwise stated herein or the context otherwise requires.

2. **Authorisation and Certification**

- 2.1** From the date VP decides to give the Participant access to the T2S system, VP authorises the Participant with direct access – i.e. a direct network connection - to the T2S platform, in respect of the securities related services, privileges and T2S functions as described in the User Guidelines (the “DCP Services”), unless otherwise agreed. Further, the Participant will be authorised to use the message-types and transaction types as specified in the form “Request for DCP-access to T2S”.
- 2.2** The Participant acknowledges that being a DCP via VP might differ in terms of available services and functions, and acts and tests to be conducted, compared to other markets.
- 2.3** The Participant must be in the possession of a valid T2S certification received from the Eurosystem. According to the framework agreement entered into between the Eurosystem and each CSD participating in T2S (the “Framework Agreement”), the T2S certificate aims to provide evidence that the adapted IT platform of a Participant does not harm the T2S system as the result of inappropriate technical communication or procedures. For that purpose, the Participant must perform such Eurosystem certification tests and other acts as required by the Eurosystem from time to time, cf. clause 4. The test scenarios are identical for all markets and are solely defined by the Eurosystem, but may vary depending on the connectivity channel used, the Participants plans to connect to multiple CSDs, etc.
- 2.4** It is solely the Participant’s responsibility to obtain and maintain a T2S certificate.
- 2.5** VP is obliged to set-up the access for the Participant in the T2S system in accordance with the authorisation described in this section. A further description of the set-up process, is contained in the User Guidelines.

3. **Technical and operational requirements, legal requirements, etc.**

- 3.1** The Participant must have signed a Participation Agreement with VP on access as Settlement Participant to the central securities depository services provided by VP, and will, in addition to these DCP Rules, be bound by the same terms as a Participant only acting as an ICP, unless these DCP Rules provides otherwise.
- 3.2** The Participant must connect to the T2S platform by using the technical connection, communication interface, etc. as set forth by the Eurosystem or VP from time to time.
- 3.3** The Participant must perform all such acts and tests as may be reasonably requested by VP or the Eurosystem from time to time. The tests must be performed successfully to a level satisfactory for VP or the Eurosystem, as the case might be.



3.4 The Participant might want to perform its own tests, which could require assistance from VP. VP will assist the Participant in performing such tests on a best effort basis.

3.5 VP's set up to the T2S platform has certain VP specific technical characteristics, which the Participant must comply with. The VP specific technical characteristics are further described in User Guidelines.

3.6 With the purpose to ensure that the IT platform of a Participant does not harm the T2S system as the result of inappropriate technical communication or procedures, and to ensure that the T2S system operates safely and efficiently, VP may request such information, documents and assurances from the Participant, which VP may reasonable require from time to time.

4. Instructions from the Eurosystem

4.1 The Eurosystem may interact directly with the Participant for the purposes of the T2S certification, managing the technical connections to the T2S platform, crisis management, etc. In all such cases the Participant is obliged to comply with the instructions given by the Eurosystem, and to pay any and all costs associated therewith.

5. Instructions from VP

5.1 VP has a right to monitor the Participant's access to and use of the T2S system.

5.2 The Participant must adapt to any technical and operational change instruction from VP, in respect of a change, which either VP is obliged to implement according to the Framework Agreement, or VP, in its own discretion, finds reasonable or necessary to implement. To the extent possible VP will give the Participant due notice of such changes, though the Participant acknowledges that VP must reflect any notice given by the T2S system to VP and that under certain circumstances it may be with immediately effect, if it is necessary to ensure that the T2S system operates safely and efficiently.

6. Instructions from the Participant

6.1 A Participant may only instruct via the direct access to T2S in respect of its T2S Accounts.

7. Data from the Eurosystem

7.1 As a result of the direct connectivity to the T2S platform, the Participant will receive data directly from the T2S system.

7.2 The T2S system will deliver the data at such times, in such formats and through such communication channels as decided by the Eurosystem.

7.3 Any use of the data by the Participant for a particular purpose is the Participant's own risk.

7.4 VP is not responsible for any data provided by the T2S system, including any delay or failure by the T2S system to provide the data.

7.5 The Participant acknowledges that VP receives copies of the data sent between the T2S system and the Participant.



8. Data from VP

- 8.1** The Participant will only receive data in respect of the DCP Services from the T2S system, and will not receive data from VP unless specified in these T2S DCP Service Rules, the User Guidelines, or otherwise agreed with VP.

9. Data from the Participant

- 9.1** The Participant is solely responsible for the correctness and completeness of all instructions, information, etc. provided by it to the Eurosystem. This includes that the Participant is responsible for completing all relevant fields, data boxes, etc. as further described in the User Guidelines and T2S Guidelines, correctly.

10. Technical problems

- 10.1** If the Participant identifies an error or an inconvenient matter in the connectivity to the T2S platform, the Participant must immediately notify VP.
- 10.2** If VP finds it relevant, VP will enter into a good faith discussion with the Participant with a view to whether and how the error / inconvenient matter should be solved. VP may, however, in its own discretion, decide whether the error / inconvenient matter needs to be solved, and which actions need to be performed by VP and/or the Participant.

11. Availability, Suspension and Technical Disconnection

- 11.1** VP takes no responsibility in respect of the availability of the T2S system for the Participant during the opening hours of T2S.
- 11.2** The Participant entitles the Eurosystem and/or VP (as the case might be) to suspend and technically disconnect the Participant from the T2S system. Such suspension or technical disconnection may happen with immediate effect if, in the Eurosystem's and/or VP's reasonable opinion, the technical connection of the Participant to the T2S system represents a threat to the security or integrity of the T2S system or VP's system. The Participant agrees in this respect, that only to the extent possible, the Eurosystem and/or VP (as the case might be) will provide a reasonable prior notice of the imminent technical disconnection of the Participant.
- 11.3** According to the Framework Agreement, the Eurosystem is in certain situations entitled to suspend and technically disconnect VP from the T2S system with immediate effect. Suspension and disconnection (as the case might be) of VP might have an effect of the availability of the T2S system for the Participant. The Participant, however, acknowledges that VP shall have no responsibilities towards the Participant in this respect.

12. Reliance

- 12.1** The Eurosystem shall be entitled to rely on any instructions or other kind of information provided by the Participant via the technical connection to the T2S system or in any other form or through any other communication channel, if the person providing such instruction / information is a person whom the Eurosystem reasonably believes to be acting with authority on the Participant's behalf. It is solely the Participant's responsibility to ensure that any of the Participant's employees or other representatives that give instructions or otherwise communicate with the T2S system has the authority to do so.



13. Right to disclose

13.1 The Participant authorises VP, on the Participant's behalf and at the discretion of the Participant, to contact and disclose any relevant information about the Participant related to the DCP Services, (i) to the Eurosystem, if such contact or disclosure is in accordance with the scope of the Framework Agreement, and (ii) to any governmental or other regulatory authority or court or other authority of competent jurisdiction, if such contact or disclosure is required by law.

14. Liability Rules

14.1 VP's liability under these T2S DCP Service Rules is subject to the liability rules contained in Part 2 of the VP Rule Book (General Terms and Conditions). The liability rules shall, however, be modified in accordance with the terms set out in these T2S DCP Service Rules.

14.2 The Participant shall be liable for any loss, expense or claim, which is a result of an incorrect incomplete information, instruction, etc. provided by the Participant or a failure by the Participant to provide information to the T2S system or VP in a timely manner.

14.3 VP shall in no event be liable to the Participant for any loss which is caused by an act or omission made by the T2S system. However, if the Participant has incurred a loss due to an act or omission made by the T2S system, which the Eurosystem is liable to VP for, VP shall claim the loss against the Eurosystem, and shall pass on any proceeds received in this respect to the Participant.

15. Indemnification

15.1 The Participant shall reimburse, indemnify and hold harmless VP, for losses which relates to the DCP Services provided to the Participant, unless such loss was caused directly by VP's wilful act or gross negligence.

16. Costs

16.1 VP charges fees for the DCP Services provided to the Participant. All fees are charged in accordance with the terms contained in Part 2 (General Terms and Conditions).

17. VP's termination and suspension right

17.1 In addition to the termination and breach terms contained in Part 2 of the VP Rule Book (General Terms and Conditions), but subject to the rules contained in Part 4 of the VP Rules Book (Settlement Rules) on settlement in the event of Insolvency Proceedings, if any of the following events occur in respect of the Participant, VP has a right (but not an obligation) to suspend or terminate the DCP Services with immediate effect by given notice to the Participant:

- A. The Participant does not maintain the T2S certificate described in clause 2;
- B. The Participant does not successfully perform such acts and tests as described in clause 3.3.
- C. A material or repeated breach under these T2S DCP Service Rules is caused by the Participant, unless such breach is remedied (provided that it is capable of being remedied) no later than five (5) VP Business Days after VP has given notice to the Participant in respect of the breach.



17.2 VP may terminate the DCP Services with six (6) months prior written notice to the Participant.

17.3 Termination of the business relationship with the Participants technical providers (e.g. SWIFT, SIA/COLT, etc.) due to a termination of the DCP Services is solely the responsibility of the Participant, and the Participant acknowledges that VP shall have no responsibilities towards the Participant in this respect.

18. Participant's termination right

18.1 In addition to the termination and breach terms contained in Part 2 of the VP Rule Book (General Terms and Conditions), but subject to the rules contained in Part 4 of the VP Rules Book (Settlement Rules) on settlement in the event of Insolvency Proceedings, if any of the following events occur in respect of the VP, the Participant has a right (but not an obligation) to terminate the DCP Services with immediate effect by given notice to VP:

- A. A material or repeated breach under these T2S DCP Service Rules is caused by VP, unless such breach is remedied (provided that it is capable of being remedied) no later than five (5) VP Business Days after the Participant has given notice to VP in respect of the breach.

18.2 The Participant may terminate the DCP Services with six (6) months written notice to VP.

19. Automatic Termination

19.1 The DCP Services automatically terminates as per the date VP's participation in the T2S system might cease.