

## **CONDITIONS FOR TARGET2-NL**

This translation has been prepared for the convenience of DNB's foreign customers. It is stressed that the official text of the Conditions for TARGET2-NL is contained in the Dutch *Voorwaarden TARGET2-NL*. In the event of interpretation differences between the Dutch and the English text, the Dutch text shall prevail.

The most recent version of these Conditions for TARGET2-NL is published on the website of De Nederlandsche Bank ([www.dnb.nl](http://www.dnb.nl)) in the section 'Payments', option 'Non cash-payments', option 'TARGET2', option 'legal documentation'.

**PART A - CONDITIONS FOR PARTICIPATION IN TARGET2-NL****TITLE I****GENERAL PROVISIONS****Article 1 – Definitions**

For the purposes of these ‘Conditions for TARGET2-NL’ (hereinafter referred to as the ‘Conditions’), the following terms shall have the meanings assigned to them:

- **‘addressable BIC holder’** means an entity which: (a) holds a Business Identifier Code (BIC); (b) is not recognised as an indirect participant; and (c) is a correspondent or customer of a PM account holder or a branch of a PM account holder or of an indirect participant, and is able to submit payment orders to and receive payments from a TARGET2 component system via the PM account holder;
- **‘AL agreement’** means the multilateral aggregated liquidity agreement entered into by the AL group members and their respective AL NCBs, for the purposes of the AL mode;
- **‘AL group’** means a group composed of AL group members that use the AL mode;
- **‘AL group manager’** means an AL group member appointed by the other AL group members to manage available liquidity within the AL group during the business day;
- **‘AL group member’** means a PM account holder which has entered into an AL agreement;
- **‘AL mode’** means the aggregation of available liquidity on PM accounts;
- **‘AL NCB’** means a euro area NCB that is party to an AL agreement and acts as the counterparty for the AL group members which participate in its TARGET2 component system;
- **‘ancillary system (AS)’** means a system managed by an entity established in the European Economic Area (EEA) that is subject to supervision and/or oversight by a competent authority and complies with the oversight requirements for the location of infrastructures offering services in euro, as amended from time to time and published on the ECB

- website<sup>1</sup>, in which payments and/or financial instruments are exchanged and/or cleared while the resulting monetary obligations are settled in TARGET2 in accordance with Guideline ECB/2007/2 and a bilateral arrangement between the ancillary system and the relevant CB;
- **‘auto-collateralisation’** means intraday credit granted by the euro area NCB in central bank money triggered when a DCA holder has insufficient funds to settle securities transactions, whereby such intraday credit is collateralised either with the securities being purchased (collateral on flow), or with securities already held by the DCA holder (collateral on stock). An auto collateralisation transaction consists of two distinct transactions, one of the granting of auto-collateralisation, one for its reimbursement and may also include a third transaction for any eventual collateral relocation. For the purposes of Article 16 in Part C, all three transactions are deemed to have been entered into the system and deemed to be irrevocable at the same time as the transaction for the granting of the auto-collateralisation;
  - **‘available liquidity’** (or ‘liquidity’) means a credit balance on a participant’s account and, if applicable, any intraday credit line granted on the PM account by the relevant euro area NCB in relation to such account but not yet drawn upon, or if applicable, decreased by the amount of any processed reservations of liquidity on the PM account or blocking of funds on the DCA;
  - **‘branch’** means a branch within the meaning of Article 1:1 of the *Wft*;
  - **‘business day’** means any day on which TARGET2 is open for the settlement of payment orders, as set out in Appendix V to Part A and Appendix V to Part C;
  - **‘Business Identifier Code (BIC)’** means a code as defined by ISO Standard No 9362;
  - **‘CAI group’** means a group composed of PM account holders that use the CAI mode;

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<sup>1</sup> The Eurosystem’s current policy for the location of infrastructure is set out in the following statements, which are all available on the ECB website at [www.ecb.europa.eu](http://www.ecb.europa.eu): (a) the ‘Policy statement on euro payment and settlement systems located outside the euro area’ of 3 November 1998; (b) ‘The Eurosystem’s policy line with regard to consolidation in central counterparty clearing’ of 27 September 2001; (c) ‘The Eurosystem policy principles on the location and operation of infrastructures settling in euro-denominated payment transactions’ of 19 July 2007; (d) ‘The Eurosystem policy principles on the location and operation of infrastructures settling euro-denominated payment transactions: specification of “legally and operationally located in the euro area”’ of 20 November 2008; and (e) The Oversight Policy Framework of July 2011, subject to the judgment of 4 March 2015 in the case of United Kingdom v European Central Bank (ECB), T-496/11, ECLI:EU:T:2015:496.

- **‘CAI group manager’** means a CAI group member appointed by the other members of the CAI group to monitor and distribute the available liquidity within the CAI group during the business day;
- **‘CAI mode’** means the provision of consolidated account information in relation to PM accounts via the ICM;
- **‘capacity opinion’** means a participant-specific opinion that contains an assessment of a participant’s legal capacity to enter into and carry out its obligations under these Conditions;
- **‘central banks (CBs)’** means the Eurosystem CBs and the connected CBs;
- **‘close links’** means close links as referred to in article 138 of the Guideline (EU) 2015/510 of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) which is implemented in article 26 of the Monetary Policy Transactions Conditions;
- **‘Conditions for Auto-collateralisation Operations’** means the conditions that are laid down in Part D;
- **‘connected CB’** means a national central bank (NCB), other than a Eurosystem CB, which is connected to TARGET2 pursuant to a specific agreement;
- **‘contingency module’** means the SSP module enabling the processing of critical and very critical payments in contingency situations;
- **‘credit institution’** means either: (a) a credit institution within the meaning of point (1) of Article 4(1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council<sup>2</sup> that is subject to supervision by a competent authority; (b) an undertaking granted an authorisation by De Nederlandsche Bank (DNB) pursuant to Article 3:4(1)(a) of the Financial Supervision Act (*Wet op het financieel toezicht* or *Wft*) or (c) another credit institution within the meaning of Article 123(2) of the Treaty that is subject to scrutiny of a standard comparable to supervision by a competent authority;

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<sup>2</sup> Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (OJ L 176, 27.6.2013, p. 1).

- **‘credit transfer order’** means an instruction by a payer to make funds available to a payee by means of a book entry on a PM account;
- **‘DCA to DCA liquidity transfer order’** means the instruction to transfer a specified amount of funds (i) from a DCA to a DCA linked to the same Main PM account; or (ii) from a DCA to a DCA held by the same legal entity;
- **‘DCA to PM liquidity transfer order’** means the instruction to transfer a specified amount of funds from a DCA to a PM account;
- **‘Dedicated Cash Account (DCA)’** means an account held by a DCA holder, opened in TARGET2-NL, and used for cash payments in relation to securities settlement in T2S;
- **‘deposit facility’** means a Eurosystem standing facility which counterparties may use to make overnight deposits with an NCB at the pre-specified deposit rate;
- **‘deposit facility rate’** means the interest rate applicable to the deposit facility;
- **‘direct debit authorisation’** means a general instruction by a payer to its CB entitling and obliging that CB to debit the payer’s account upon receipt of a valid direct debit instruction from a payee;
- **‘DNB’** means De Nederlandsche Bank N.V.;
- **‘enforcement event’** means, with regard to an AL group member:
  - (a) any event of default referred to in Article 38(1);
  - (b) any other event of default or event referred to in Article 38(2) in relation to which DNB has decided – taking into account the seriousness of the event of default or event – that a pledge should be enforced in accordance with Article 25(8) and a set-off of claims should be triggered in accordance with Article 26; or
  - (c) any decision to suspend or terminate access to intraday credit;
- **‘entry disposition’** means a payment processing phase during which TARGET2-NL attempts to settle a payment order which has been accepted pursuant to Article 14, by means of specific procedures, as described in Article 20;

- **‘Eurosystem CB’** means the ECB or the NCB of a Member State that has adopted the euro;
  
- **‘event of default’** means any impending or existing event, the occurrence of which may threaten the performance by a participant or an entity<sup>3</sup> (both referred to here as **Counterparty**) of its obligations under these Conditions or any other rules applying to the relationship between that Counterparty and DNB or any other CB, including:
  - (a) where (a) the Counterparty no longer meets the access criteria laid down in Article 4, the requirements laid down in Article 8(1)(a)(i) of Part A, (b) the technical requirements for internet access as laid down in Part B and/or the Counterparty’s access to monetary policy transactions of the Eurosystem have been suspended or ended, or (c) the Counterparty acting in its capacity as a participant no longer meets the criteria laid down in Article 5 or the requirements in article 6(1)(a)(i) of the Harmonised Conditions for the Opening and Operation of a Dedicated Cash Account in TARGET2, as laid down in Part C of these Conditions;
  - (b) the opening of insolvency proceedings in relation to the Counterparty;
  - (c) the submission of an application relating to the proceedings referred to in point (b);
  - (d) the issue by the Counterparty of a written declaration of its inability to pay all or any part of its debts or to meet its obligations arising in relation to intraday credit;
  - (e) the entry of the Counterparty into a voluntary general agreement or arrangement with its creditors;
  - (f) where the Counterparty is, or is deemed by its CB to be, insolvent or unable to pay its debts;
  - (g) where the Counterparty’s credit balance on its PM account or DCA or all or a substantial part of the Counterparty’s assets are subject to a freezing order, attachment, seizure or any other procedure that is intended to protect the public interest or the rights of the Counterparty’s creditors;
  - (h) where participation of the Counterparty in another TARGET2 component system and/or in an ancillary system has been suspended or terminated;
  - (i) where any material representation or pre-contractual statement made by the Counterparty or which is implied to have been made by the Counterparty under the applicable law is incorrect or untrue; or
  - (j) the assignment of all or a substantial part of the Counterparty’s assets;

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<sup>3</sup> An entity eligible for intraday credit, as referred to in Article 27 of the Conditions.

- **‘General Terms and Conditions’** means the General Terms and Conditions of DNB, as this document reads now or will read at any time in the future;
- **‘group’** means:
  - (a) a composition of credit institutions included in the consolidated financial statements of a parent company where the parent company is obliged to present consolidated financial statements under International Accounting Standard 27 (IAS 27), adopted pursuant to Commission Regulation (EC) No 2238/2004<sup>4</sup> and consisting of either:
    - (i) a parent company and one or more subsidiaries; or
    - (ii) two or more subsidiaries of a parent company; or
  - (b) a composition of credit institutions as referred to in points (a)(i) or (ii), where a parent company does not present consolidated financial statements in accordance with IAS 27, but may be able to satisfy the criteria defined in IAS 27 for inclusion in consolidated financial statements, subject to the verification of the CB of the direct participant or, in the case of an AL group, the managing NCB; or
  - (c) a bilateral or multilateral network of credit institutions that is:
    - (i) organised through a statutory framework determining the affiliation of credit institutions to such a network; or
    - (ii) characterised by self-organised mechanisms of cooperation (promoting, supporting and representing the business interests of its members) and/or economic solidarity going beyond the ordinary cooperation usual between credit institutions whereby such cooperation and solidarity are permitted by the by-laws or articles of incorporation of credit institutions or established by virtue of separate agreements;and in each case referred to in (c) the ECB’s Governing Council has approved an application to be considered as constituting a group;
- **‘Harmonised Conditions for the Opening and Operation of a Dedicated Cash Account in TARGET2’** means the conditions that are laid down in Part C;
- **‘home account’** means an account opened outside the PM by a CB for an entity that is eligible to become an indirect participant;

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<sup>4</sup> Commission Regulation (EC) No 2238/2004 of 29 December 2004 amending Regulation (EC) No 1725/2003 adopting certain international accounting standards in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council, as regards IASs IFRS 1, IASs Nos 1 to 10, 12 to 17, 19 to 24, 27 to 38, 40 and 41 and SIC Nos 1 to 7, 11 to 14, 18 to 27 and 30 to 33 (OJ L 394, 31.12.2004, p. 1).

- **‘ICM broadcast message’** means information made simultaneously available to all PM account holders, or a selected group of them, via the ICM;
- **‘indirect participant’** means a credit institution established in the European Economic Area (EEA), which has entered into an agreement with a PM account holder to submit payment orders and receive payments via such PM account holder, and which is recognised by a TARGET2 component system as an indirect participant;
- **‘information and control module (ICM)’** means the SSP module that allows PM account holders to obtain on-line information and gives them the possibility to submit liquidity transfer orders, manage liquidity and initiate backup payment orders in contingency situations;
- **‘insolvency proceedings’** means insolvency proceedings within the meaning of Article 2(j) of the Settlement Finality Directive;
- **‘instructing participant’** means a TARGET2 participant that has initiated a payment order;
- **‘intraday credit’** means credit extended for a period of less than one business day;
- **‘investment firm’** means an investment firm within the meaning of Article 1:1 of the *Wft*, excluding the institutions specified in the Articles 1:2, 1:15, 1:18 and 1:19 of this Act, provided that the investment firm in question is:
  - (a) authorised and supervised by a recognised competent authority, which has been designated as such under Directive 2004/39/EC; and
  - (b) entitled to carry out the activities referred to in Article 1:1 of this Act under
    - (i) the definition of “to provide an investment service” sub (b), (e) and (f), and
    - (ii) the definition of “to perform an investment activity” sub (a);
- **‘liquidity transfer order’** means a payment order, the main purpose of which is to transfer liquidity between different accounts of the same participant or within a CAI or AL group;
- **‘main PM account’** means the PM Account to which a DCA is linked and to which any remaining balance will be automatically repatriated at the end of the day;
- **‘managing NCB’** means the AL NCB of the TARGET2 component system in which the AL group manager participates;

- **‘marginal lending facility’** means a Eurosystem standing facility which counterparties may use to receive overnight credit from a Eurosystem CB at the pre-specified marginal lending rate;
- **‘marginal lending rate’** means the interest rate applicable to the marginal lending facility;
- **‘multi-addressee access’** means the facility by which branches or credit institutions established in the EEA can access the relevant TARGET2 component system by submitting payment orders and/or receiving payments directly to and from the TARGET2 component system; this facility authorises these entities to submit their payment orders through the PM account of the PM account holder without that account holder’s involvement;
- **‘non-settled payment order’** means a payment order that is not settled on the same business day as that on which it is accepted;
- **‘participant’ (or ‘direct participant’)** means an entity that holds at least one PM account (PM account holder) and/or one Dedicated Cash Account (DCA holder) with a Eurosystem CB;
- **‘payee’**, except where used in Article 43, means a TARGET2 participant whose PM account or DCA will be credited as a result of a payment order being settled;
- **‘payer’**, except where used in Article 43, means a TARGET2 participant whose PM account or DCA will be debited as a result of a payment order being settled;
- **‘payment order’** means a credit transfer order, a liquidity transfer order, a direct debit instruction, or a PM to DCA liquidity transfer order;
- **‘payments module (PM)’** means an SSP module in which payments of PM account holders are settled on PM accounts;
- **‘PM account’** means an account held by a PM account holder in the payment module with a CB which is necessary for such TARGET2 participant to:
  - (a) submit payment orders or receive payments via TARGET2; and
  - (b) settle such payments with such CB;

- **‘PM to DCA liquidity transfer order’** means the instruction to transfer a specified amount of funds from a PM account to a DCA;
- **‘public sector body’** means an entity within the ‘public sector’, the latter term as defined in Article 3 of Council Regulation (EC) No 3603/93 of 13 December 1993 specifying definitions for the application of the prohibitions referred to in Articles 104 and 104b(1) of the Treaty;<sup>5</sup>
- **‘real-time gross settlement’** means the processing and settlement of payment orders on a transaction by transaction basis in real-time;
- **‘Settlement Finality Directive’** means Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems<sup>6</sup>;
- **‘single shared platform (SSP)’** means the single technical platform infrastructure provided by the SSP-providing CBs;
- **‘SSP-providing CBs’** means Deutsche Bundesbank, Banque de France and Banca d’Italia in their capacity as the CBs building and operating the SSP for the Eurosystem’s benefit;
- **‘static data’** means the set of business objects, specific to a DCA holder or central bank, in T2S and owned respectively by that DCA holder or central bank, that T2S requires to process the transactional data related to that DCA holder or central bank;
- **‘static data collection form’** means a form developed by DNB for the purpose of registering applicants for TARGET2-NL services and registering any changes in relation to the provision of such services;
- **‘suspension’** means the temporary freezing of the rights and obligations of a participant for a period of time to be determined by DNB;
- **T2S CGU** means a subset (closed user group) of the T2S network service provider’s customers grouped for the purpose of their use of the relevant services and products of the T2S network service provider when accessing the T2S platform;

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<sup>5</sup> OJ L 332, 31.12.1993, p. 1.

<sup>6</sup> OJ L 166, 11.6.1998, p. 45.

- **‘T2S network service provider’** means an undertaking that has concluded a licence agreement with the Eurosystem to provide connectivity services in the context of T2S;
- **‘T2S Operations’** means harmonised and commoditised delivery-versus-payment settlement services provided in an integrated technical environment with cross-border capabilities through the T2S Platform;
- **‘TARGET2’** means the entirety resulting from all TARGET2 component systems of the CBs;
- **‘TARGET2 component system’** means any of the CBs’ real-time gross settlement (RTGS) systems that form part of TARGET2;
- **‘TARGET2 CUG’** means a subset (closed user group) of the TARGET2 network service provider’s customers grouped for the purpose of their use of the relevant services and products of the TARGET2 network service provider when accessing the PM;
- **‘TARGET2 network service provider’** means the undertaking appointed by the ECB’s Governing Council to provide computerised network connections for the purpose of submitting payment messages in TARGET2;
- **‘TARGET2-NL’** means the TARGET2 component system of DNB;
- **‘TARGET2 participant’** means any participant in any TARGET2 component system;
- **‘TARGET2 Securities (T2S) or T2S Platform’** means the set of hardware, software and other technical infrastructure components through which the Eurosystem provides the services to CSDs and Eurosystem CBs that allow core, neutral and borderless settlement of securities transactions on a delivery-versus-payment basis in central bank money;
- **‘technical malfunction of TARGET2’** means any difficulty, defect or failure in the technical infrastructure and/or the computer systems used by the relevant TARGET2 component system, including the SSP or T2S Platform, or any other event that makes it impossible to execute and complete the same-day processing of payments in the relevant TARGET2 component system;

- **‘User Detailed Functional Specifications (UDFS)’** means the most up-to-date version of the UDFS, which is the technical documentation that details how a participant interacts with TARGET2.

## **Article 2 – Applicability; Hierarchy; Appendices**

1. These Conditions apply to all legal relationships between DNB and the PM account holder arising from or connected with the opening and operation of the PM account and the participation of the PM account holder in TARGET2-NL. The rules on the processing of payment orders (Title IV) refer to all payment orders submitted or payments received by any TARGET2 participant.
2. These Conditions and the General Terms and Conditions constitute a unity, so that the rules and procedures as set out therein also apply to the legal relationships as referred to in paragraph 1.
3. In the event of any conflict or inconsistency between the content of these Conditions and the content of the General Terms and Conditions, the content of these Conditions shall prevail.
4. The following Appendices form an integral part of these Conditions:
  - Appendix I to Part A: Technical specifications for the processing of payment orders
  - Appendix II to Part A: TARGET2 compensation scheme
  - Appendix III to Part A: Terms of reference for capacity and country opinions
  - Appendix IV to Part A: Business continuity and contingency procedures
  - Appendix V to Part A: Operating schedule
  - Appendix VI to Part A: Fee schedule and invoicing
  - Appendix VII to Part A: Aggregated liquidity agreement

In the event of any conflict or inconsistency between the content of any appendix and the content of any other provision in these Conditions, the latter shall prevail.

## **Article 3 – General description of TARGET2-NL and TARGET2**

1. TARGET2 provides real-time gross settlement for payments in euro, with settlement in central bank money across PM accounts and DCAs. TARGET2 is established and functions on the basis of the SSP through which all payment orders are submitted and processed and through which payments are ultimately received in the same technical manner.
2. The following payment orders are processed in TARGET2-NL:
  - (a) payment orders directly resulting from or made in connection with Eurosystem monetary policy operations;
  - (b) settlement of the euro leg of foreign exchange operations involving the Eurosystem;

- (c) settlement of euro transfers resulting from transactions in cross-border large-value netting systems;
  - (d) settlement of euro transfers resulting from transactions in euro retail payment systems of systemic importance;
  - (e) settlement of the cash leg of securities transactions;
  - (f) PM to DCA liquidity transfer orders; and
  - (g) any other payment orders in euro addressed to TARGET2 participants.
3. TARGET2 is established and functions on the basis of the SSP. The Eurosystem specifies the SSP's technical configuration and features. The SSP services are provided by the SSP-providing CBs for the benefit of the Eurosystem CBs, pursuant to separate agreements. As far as the technical operation of the DCAs on T2S is concerned, TARGET2 is technically established and functions on the basis of the T2S Platform.
4. DNB is the provider of services under these Conditions. Acts and omissions of the SSP-providing CBs shall be considered acts and omissions of DNB, for which it shall assume liability in accordance with Article 35 below. Participation pursuant to these Conditions shall not create a contractual relationship between PM account holders and the SSP-providing CBs when the latter act in that capacity. Instructions, messages or information which a PM account holder receives from, or sends to, the SSP in relation to the services provided under these Conditions are deemed to be received from, or sent to, DNB.
5. TARGET2 is legally structured as a multiplicity of payment systems composed of all the TARGET2 component systems, which are designated as 'systems' under the national laws implementing the Settlement Finality Directive. TARGET2-NL is designated as a 'system' under Article 212a of the Bankruptcy Act.
6. Participation in TARGET2 takes effect via participation in a TARGET2 component system.

### **Article 3a – TARGET2 transactions**

The national central banks (NCBs) shall always use TARGET2 accounts for the following transactions:

- (a) open market monetary policy operations within the meaning of Guideline (EU) 2015/510 of the European Central Bank (ECB/2014/60)<sup>7</sup>;
- (b) settlement of transactions with ancillary systems; and
- (c) payments between credit institutions.

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<sup>7</sup> Guideline (EU) 2015/510 of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (OJ L 91, 2.4.2015, p. 3). This Guideline is implemented in the Monetary Policy Transactions Conditions, January 2016, which is published on the website of De Nederlandsche Bank ([www.dnb.nl](http://www.dnb.nl)).

## TITLE II PARTICIPATION

### Article 4 – Access criteria

1. The following types of entities are eligible for direct participation in TARGET2-NL:
  - (a) credit institutions established in the EEA, including when they act through a branch established in the EEA;
  - (b) credit institutions established outside the EEA, provided that they act through a branch established in the EEA;
  - (c) NCBs of EU Member States and the ECB;
  - (d) treasury departments of central or regional governments of Member States active in the money markets;
  - (e) public sector bodies of Member States authorised to hold accounts for customers;
  - (f) investment firms established in the EEA;
  - (g) entities managing ancillary systems and acting in that capacity; and
  - (h) credit institutions or any of the entities of the types listed under points (d) to (g), in both cases where these are established in a country with which the European Union has entered into a monetary agreement allowing access by any of such entities to payment systems in the Union, subject to the conditions set out in the monetary agreement and provided that the relevant legal regime applying in the country is equivalent to the relevant Union legislation;  
provided that the entities referred to in points (a) and (b) are not subject to restrictive measures adopted by the Council of the European Union or Member States pursuant to Article 65(1)(b), Article 75 or Article 215 of the Treaty, the implementation of which, in the view of DNB after informing the ECB, is incompatible with the smooth functioning of TARGET2.
2. Electronic money institutions, within the meaning of Article 1:1 of the *Wft*, are not entitled to participate in TARGET2-NL.
3. DNB may impose additional conditions for participation in TARGET2-NL if instructed accordingly by the European Central Bank.

### Article 5 – Direct participants

1. Direct participants in TARGET2-NL shall comply with the requirements set out in Article 8(1) and (2). They shall have at least one PM account with DNB.
2. PM account holders may designate addressable BIC holders, regardless of their place of establishment.
3. PM account holders may designate entities as indirect participants, provided that the conditions laid down in Article 6 are met.

4. Multi-addressee access through branches may be provided as follows:
  - (a) A credit institution within the meaning of Article 4(1)(a) or (b), which has been admitted as a PM account holder, may grant access to its PM account to one or more of its branches established in the EEA in order to submit payment orders and/or receive payments directly, provided that DNB has been informed accordingly.
  - (b) Where a branch of a credit institution has been admitted as a PM account holder, the other branches of the same legal entity and/or its head office, in both cases provided that they are established in the EEA, may access the branch's PM account, provided that it has informed DNB.

#### **Article 6 – Indirect participants**

1. Credit institutions established in the EEA may each enter into a contract with one PM account holder that is either a credit institution within the meaning of Article 4(1)(a) or (b), or a CB, in order to submit payment orders and/or receive payments, and to settle them via the PM account of that PM account holder. TARGET2-NL shall recognise indirect participants by registering such indirect participation in the TARGET2 directory, the latter as described in Article 9.
2. Where a PM account holder, which is a credit institution within the meaning of Article 4(1)(a) or (b), and an indirect participant belong to the same group, the PM account holder may expressly authorise the indirect participant to use the PM account of the PM account holder directly to submit payment orders and/or receive payments by way of group-related multi-addressee access.

#### **Article 7 – Direct participant's responsibility**

1. For the avoidance of doubt, payment orders submitted or payments received by indirect participants pursuant to Article 6, or by branches under Article 5(4), shall be deemed to have been submitted or received by the PM account holder itself.
2. The PM account holder shall be bound by such payment orders, regardless of the content of, or any non-compliance with, the contractual or other arrangements between that participant and any of the entities referred to in paragraph 1.
3. A PM account holder accepting its PM account to be designated as the Main PM account defined in Part C shall be bound by any invoices related to the opening and operation of each Dedicated Cash Account linked to that PM account, as set out in Appendix VI to Part C, regardless of the content of, or any non-compliance with, the contractual or other arrangements between that PM account holder and the DCA holder.
4. A Main PM account holder shall be bound by any invoices, as set out in Appendix VI to Part C, for the linkage to each DCA to which the PM account is linked.

5. A PM account holder that also holds a DCA used for auto-collateralisation shall be liable for any penalties levied in accordance with paragraph 9(d) of Part D.

#### **Article 8 – Application procedure**

1. In order to join TARGET2-NL, applicant participants shall:
  - (a) fulfil the following technical requirements:
    - (i) install, manage, operate and monitor and ensure the security of the necessary IT infrastructure to connect to TARGET2-NL and submit payment orders to it. In doing so, applicant participants may involve third parties, but retain sole liability. In particular, applicant participants shall enter into an agreement with the TARGET2 network service provider to obtain the necessary connection and admissions, in accordance with the technical specifications in Appendix I to Part A; and
    - (ii) have passed the tests required by DNB; and
  - (b) fulfil the following legal requirements:
    - (i) provide a capacity opinion in the form specified in Appendix III to Part A, unless the information and representations to be provided in such capacity opinion have already been obtained by DNB in another context; and
    - (ii) for the entities referred to in Article 4(1)(b), provide a country opinion in the form specified in Appendix III to Part A, unless the information and representations to be provided in such country opinion have already been obtained by DNB in another context.
2. Applicants shall apply in writing to DNB, as a minimum enclosing the following documents/information:
  - (a) completed static data collection forms as provided by DNB,
  - (b) the capacity opinion, if required by DNB, and
  - (c) the country opinion, if required by DNB.
3. DNB may also request any additional information it deems necessary to decide on the application to participate.
4. DNB shall reject the application to participate if:
  - (a) access criteria referred to in Article 4 are not met;
  - (b) one or more of the participation criteria referred to in paragraph 1 are not met; and/or
  - (c) in DNB's assessment, such participation would endanger the overall stability, soundness and safety of TARGET2-NL or of any other TARGET2 component system, or would jeopardise DNB's performance of its tasks as described in the Bank Act 1998 and the Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence. DNB shall promptly inform the European Central Bank of any such rejection.

5. DNB shall communicate its decision on the application to participate to the applicant within one month of DNB's receipt of the application to participate. Where DNB requests additional information pursuant to Paragraph 3, the decision shall be communicated within one month of DNB's receipt of this information from the applicant. Any rejection decision shall contain reasons for the rejection.

#### **Article 9 – TARGET2 directory**

1. The TARGET2 directory is the database of BICs used for the routing of payment orders addressed to:
  - (a) PM account holders and their branches with multi-addressee access;
  - (b) indirect participants of TARGET2, including those with multi-addressee access; and
  - (c) addressable BIC holders of TARGET2.It shall be updated weekly.
2. Unless otherwise requested by the PM account holder, its BIC(s) shall be published in the TARGET2 directory.
3. PM account holders may only distribute the TARGET2 directory to their branches and entities with multi-addressee access.
4. Entities specified in paragraphs 1(b) and 1(c) shall only use their BIC in relation to one PM account holder.
5. PM account holders acknowledge that DNB and other CBs may publish PM account holders' names and BICs. In addition, names and BICs of indirect participants registered by PM account holders may be published and PM account holders shall ensure that indirect participants have agreed to such publication.

**TITLE III**  
**OBLIGATIONS OF THE PARTIES**

**Article 10 – Obligations of DNB and the participants**

1. DNB shall offer the services described in Title IV. Save where otherwise provided in these Conditions or required by law, DNB shall use all reasonable means within its power to perform its obligations under these Conditions, without guaranteeing a result.
2. Participants shall pay to DNB the fees laid down in Appendix VI to Part A.
3. Participants shall ensure that they are connected to TARGET2-NL on business days, in accordance with the operating schedule in Appendix V to Part A.
4. The participant represents and warrants to DNB that the performance of its obligations under these Conditions does not breach any law, regulation or by-law applicable to it or any agreement by which it is bound.

**Article 11 – Cooperation and information exchange**

1. In performing their obligations and exercising their rights under these Conditions, DNB and participants shall cooperate closely to ensure the stability, soundness and safety of TARGET2-NL. They shall provide each other with any information or documents relevant for the performance of their respective obligations and the exercise of their respective rights under these Conditions, without prejudice to any banking secrecy obligations.
2. DNB shall establish and maintain a system support desk to assist participants in relation to difficulties arising in connection with system operations.
3. Up-to-date information on the SSP's operational status shall be available on the TARGET2 Information System (T2IS). The T2IS may be used to obtain information on any event affecting the normal operation of TARGET2.
4. DNB may either communicate messages to participants by means of an ICM broadcast or by any other means of communication.
5. Participants are responsible for the timely update of existing static data collection forms and the submission of new static data collection forms to DNB. Participants are responsible for verifying the accuracy of information relating to them that is entered into TARGET2-NL by DNB.
6. DNB shall be deemed to be authorised to communicate to the SSP-providing CBs any information relating to participants which the SSP-providing CBs may need in their role as service administrators, in accordance with the contract entered into with the TARGET2 network service provider.
7. Participants shall inform DNB about any change in their legal capacity and relevant legislative changes affecting issues covered by the country opinion relating to them.
8. Participants shall inform DNB of:

- (a) any new indirect participant, addressable BIC holder or entity with multi-addressee access which they register; and
  - (b) any changes to the entities listed in paragraph (a).
9. A participant shall immediately inform DNB if an event of default occurs in relation to him.

**TITLE IV****MANAGEMENT OF PM ACCOUNTS AND PROCESSING OF PAYMENT ORDERS****Article 12 – Opening and management of PM accounts**

1. DNB shall open and operate at least one PM account for each participant. Upon request by a participant acting as a settlement bank ('a PM account holder whose PM account or sub-account is used to settle Payment Instructions – as defined in the bilateral arrangements between DNB and an Ancillary System – of an Ancillary System'), DNB shall open one or more sub-accounts in TARGET2-NL to be used for dedicating liquidity.
2. PM accounts and their sub-accounts shall either be remunerated at zero per cent or the deposit facility rate, whichever is lower, unless they are used to hold required minimum reserves. In such a case, the calculation and payment of remuneration of holdings of minimum reserves shall be governed by Council Regulation (EC) No 2531/98 of 23 November 1998 concerning the application of minimum reserves by the European Central Bank<sup>8</sup> and Regulation ECB/2003/9 of 12 September 2003 on the application of minimum reserves<sup>9</sup>.
3. In addition to the settlement of payment orders in the payments module, a PM account may be used to settle payment orders to and from home accounts in TARGET2-NL, according to the rules laid down by DNB<sup>10</sup>.
4. Participants shall use the ICM to obtain information on their liquidity position. DNB shall provide a daily statement of accounts to any participant that has opted for such service.

**Article 13 – Types of payment orders**

The following are classified as payment orders for the purposes of TARGET2:

- (a) credit transfer orders;
- (b) direct debit instructions carried out under a direct debit authorisation;
- (c) liquidity transfer orders; and
- (d) PM to DCA liquidity transfer orders.

**Article 14 – Acceptance and rejection of payment orders**

1. Payment orders submitted by participants are deemed accepted by DNB if:
  - (a) the payment message complies with the rules established by the TARGET2 network service provider;

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<sup>8</sup> OJ L 318, 27.11.1998, p. 1.

<sup>9</sup> OJ L 250, 2.10.2003, p. 10.

<sup>10</sup> See also the 'Conditions for HAM account holders'.

- (b) the payment message complies with the formatting rules and the conditions applicable to TARGET2-NL and passes the double-entry check described in Appendix I to Part A; and
  - (c) in cases where a payer or a payee has been suspended, the suspended participant's CB's explicit consent has been obtained.
2. DNB shall immediately reject any payment order that does not fulfil the conditions laid down in paragraph 1. DNB shall inform the participant of any rejection of a payment order, as specified in Appendix I to Part A.
3. The SSP determines the timestamp for the processing of payment orders on the basis of the time when it receives and accepts the payment order.

#### **Article 15 – Priority rules**

1. Instructing participants shall designate every payment order as one of the following:
  - (a) normal payment order (priority class 2);
  - (b) urgent payment order (priority class 1); or
  - (c) highly urgent payment order (priority class 0).If a payment order does not indicate the priority, it shall be treated as a normal payment order.
2. Highly urgent payment orders may only be designated by:
  - (a) CBs; and
  - (b) participants, in cases of payments to and from CLS International Bank and liquidity transfers in relation to ancillary system settlement using the Ancillary System Interface.All payment instructions submitted by an ancillary system through the Ancillary System Interface to debit or credit the participants' PM accounts and all PM to DCA liquidity transfer orders shall be deemed to be highly urgent payment orders.
3. Liquidity transfer orders initiated via the ICM are urgent payment orders.
4. In the case of urgent and normal payment orders, the payer may change the priority via the ICM with immediate effect. It shall not be possible to change the priority of a highly urgent payment order.'

#### **Article 16 – Liquidity limits**

1. A participant may limit the use of available liquidity for payment orders in relation to other TARGET2 participants, except any of the CBs, by setting bilateral or multilateral limits. Such limits may only be set in relation to normal payment orders.
2. Limits may only be set by or in relation to an AL group in its entirety. Limits shall not be set in relation to either a single PM account of an AL group member or by AL group members in relation to each other.

3. By setting a bilateral limit, a participant instructs DNB that an accepted payment order shall not be settled if the sum of its outgoing normal payment orders to another TARGET2 participant's PM account minus the sum of all incoming urgent and normal payments from such TARGET2 participant's PM account would exceed this bilateral limit.
4. A participant may set a multilateral limit for any relationship that is not subject to a bilateral limit. A multilateral limit may only be set if the participant has set at least one bilateral limit. If a participant sets a multilateral limit, it instructs DNB that an accepted payment order shall not be settled if the sum of its outgoing normal payment orders to all TARGET2 participants' PM accounts in relation to which no bilateral limit has been set, minus the sum of all incoming urgent and normal payments from such PM accounts would exceed this multilateral limit.
5. The minimum amount of any of the limits shall be EUR 1 million. A bilateral or a multilateral limit with an amount of zero shall be treated as if no limit has been set. Limits between zero and EUR 1 million are not possible.
6. Limits may be changed in real time with immediate effect or with effect from the next business day via the ICM. If a limit is changed to zero, it shall not be possible to change it again on the same business day. The setting of a new bilateral or multilateral limit shall only be effective from the next business day.

#### **Article 17 – Liquidity reservation facilities**

1. Participants may reserve liquidity for highly urgent or urgent payment orders via the ICM.
2. The AL group manager may only reserve liquidity for the AL group in its entirety. Liquidity shall not be reserved for single accounts within an AL group.
3. By requesting to reserve a certain amount of liquidity for highly urgent payment orders, a participant instructs DNB only to settle urgent and normal payment orders if there is available liquidity after the amount reserved for highly urgent payment orders has been deducted.
4. By requesting to reserve a certain amount of liquidity for urgent payment orders, a participant instructs DNB only to settle normal payment orders if there is available liquidity after the amount reserved for urgent and highly urgent payment orders has been deducted.
5. After receipt of the reservation request DNB shall check whether the amount of liquidity on the participant's PM account is sufficient for the reservation. If this is not the case, only the liquidity available on the PM account shall be reserved. The rest of the requested liquidity shall be reserved if additional liquidity becomes available.
6. The level of the liquidity reservation may be changed. Participants may make a request via the ICM to reserve new amounts with immediate effect or with effect from the next business day.

**Article 17a – Standing instructions for liquidity reservation and dedication of liquidity**

1. Participants may predefine the default amount of liquidity reserved for highly urgent or urgent payment orders via the ICM. Such standing instruction or a change to such instruction shall take effect from the next business day.
2. Participants may predefine via the ICM the default amount of liquidity set aside for ancillary system settlement. Such standing instruction or a change to such instruction shall take effect from the next business day. Participants shall be deemed to have instructed DNB to dedicate liquidity on their behalf if the relevant ancillary system so requests.

**Article 18 – Predetermined settlement times**

1. Instructing participants may predetermine the settlement time of the payment orders within a business day by using the Earliest Debit Time Indicator or the Latest Debit Time Indicator.
2. When the Earliest Debit Time Indicator is used, the accepted payment order is stored and only entered into the entry disposition at the indicated time.
3. When the Latest Debit Time Indicator is used, the accepted payment order shall be returned as non-settled if it cannot be settled by the indicated debit time. 15 minutes prior to the defined debit time, the instructing participant shall be sent an automatic notification via the ICM. Instructing participant may also use the Latest Debit Time Indicator solely as a warning indicator. In such cases, the payment order concerned shall not be returned.
4. Instructing participants can change the Earliest Debit Time Indicator and the Latest Debit Time Indicator via the ICM.
5. Further technical details are contained in Appendix I to Part A.

**Article 19 – Payment orders submitted in advance**

1. Payment orders may be submitted up to five business days before the specified settlement date (warehoused payment orders).
2. Warehoused payment orders shall be accepted and entered into the entry disposition on the date specified by the instructing participant at the start of daytime processing, as referred to in Appendix V to Part A. They shall be placed in front of payment orders of the same priority.
3. Articles 15(3), 22(2) and 33(1)(a) shall apply mutatis mutandis to warehoused payment orders.

**Article 20 – Settlement of payment orders in the entry disposition**

1. Unless instructing participants have indicated the settlement time in the manner described in Article 18, accepted payment orders shall be settled immediately or at the latest by the

- end of the business day on which they were accepted, provided that sufficient funds are available on the payer's PM account and taking into account any liquidity limits and liquidity reservations as referred to in Articles 16 and 17.
2. Funding may be provided by:
    - (a) the available liquidity on the PM account; or
    - (b) incoming payments from other TARGET2 participants, subject to the applicable optimisation procedures.
  3. For highly urgent payment orders the 'first in, first out' (FIFO) principle shall apply. This means that highly urgent payment orders shall be settled in chronological order. Urgent and normal payment orders shall not be settled for as long as highly urgent payment orders are queued.
  4. For urgent payment orders the FIFO principle shall also apply. Normal payment orders shall not be settled if urgent and highly urgent payment orders are queued.
  5. By derogation from paragraphs 3 and 4, payment orders with a lower priority (or of the same priority but accepted later) may be settled before payment orders with a higher priority (or of the same priority which were accepted earlier), if the payment orders with a lower priority would net out with payments to be received and result on balance in a liquidity increase for the payer.
  6. Normal payment orders shall be settled in accordance with the FIFO by-passing principle. This means that they may be settled immediately (independently of other queued normal payments accepted at an earlier time) and may therefore breach the FIFO principle, provided that sufficient funds are available.
  7. Further details on the settlement of payment orders in the entry disposition are contained in Appendix I to Part A.

#### **Article 21 – Settlement and return of queued payment orders**

1. Payment orders that are not settled immediately in the entry disposition shall be placed in the queues in accordance with the priority to which they were designated by the relevant participant, as referred to in Article 15.
2. To optimise the settlement of queued payment orders, DNB may use the optimisation procedures described in Appendix I to Part A.
3. Except for highly urgent payment orders, the payer may change the queue position of payment orders in a queue (i.e. reorder them) via the ICM. Payment orders may be moved either to the front or to the end of the respective queue with immediate effect at any time during daytime processing, as referred to in Appendix V to Part A.
4. At the request of a payer, DNB or, in the case of an AL group, the CB of the AL group manager may decide to change the queue position of a highly urgent payment order (except for highly urgent payment orders in the context of settlement procedures 5 and 6) provided

that this change would not affect the smooth settlement by ancillary systems in TARGET2 or would not otherwise give rise to systemic risk.

5. Liquidity transfer orders initiated in the ICM shall be immediately returned as non-settled if there is insufficient liquidity. Other payment orders shall be returned as non-settled if they cannot be settled by the cut-off times for the relevant message type, as specified in Appendix V to Part A.

**Article 22 – Entry of payment orders into the system and their irrevocability**

1. For the purposes of the first sentence of Article 3(1) of the Settlement Finality Directive and Article 212b of the Bankruptcy Act, payment orders relating to PM accounts are deemed entered into TARGET2-NL at the moment that the relevant PM account is debited.
2. Payment orders relating to PM accounts may be revoked until they are entered into TARGET2-NL in accordance with paragraph 1. Payment orders that are included in an algorithm, as referred to in Appendix I to Part A, may not be revoked during the period that the algorithm is running.

## TITLE V

### LIQUIDITY POOLING

#### **Article 23 – Liquidity pooling modes**

DNB shall offer a consolidated account information (CAI) mode and an aggregated liquidity (AL) mode.

#### **Article 24 – Consolidated account information mode**

1. The following may use the CAI mode:
  - (a) a credit institution and/or its branches (whether or not such entities participate in the same TARGET2 component system), provided that the entities concerned have several PM accounts identified by different BICs; or
  - (b) two or more credit institutions which belong to the same group and/or their branches, each having one or more PM accounts identified by different BICs.
2. (a) Under the CAI mode, each member of the CAI group and their respective CBs are provided with the list of PM accounts of the group members and the following additional information consolidated at the level of the CAI group:
  - (i) intraday credit lines (if applicable);
  - (ii) balances, including balances on sub-accounts;
  - (iii) turnover;
  - (iv) settled payments; and
  - (v) queued payment orders.
- (b) The CAI group manager and its respective CB shall have access to information on each of the above items in relation to any PM account of the CAI group.
- (c) Information referred to in this paragraph is provided via the ICM.
3. The CAI group manager shall be entitled to initiate liquidity transfers via the ICM between the PM accounts, including their sub-accounts, forming part of the same CAI group.
4. A CAI group may also include PM accounts which are included in an AL group. In such a case, all the PM accounts of the AL group shall form part of the CAI group.
5. Where two or more PM accounts form part of an AL group and, at the same time, of a CAI group (comprising additional PM accounts), the rules applicable to the AL group shall prevail as to the relationship within the AL group.
6. A CAI group, which includes PM accounts of an AL group, may appoint a CAI group manager that is different from the AL group manager.
7. The procedure for obtaining authorisation to use the AL mode, set out in Article 25(4) and (5), shall apply *mutatis mutandis* to the procedure for obtaining authorisation to use the CAI mode. The CAI group manager shall not address an executed CAI mode agreement to the managing NCB.

**Article 25 – Aggregated liquidity mode**

1. The following may use the AL mode:
  - (a) a credit institution and/or its branches (whether or not such entities participate in the same TARGET2 component system), provided that the entities concerned are established in the euro area and have several PM accounts identified by different BICs;
  - (b) branches established in the euro area (whether or not such branches participate in the same TARGET2 component system) of a credit institution established outside the euro area, provided that such branches have several PM accounts identified by different BICs; or
  - (c) two or more credit institutions referred to in point (a) and/or branches referred to in point (b) which belong to the same group.

In each case referred in points (a) to (c) it shall also be a requirement that the entities concerned have established intraday credit arrangements with the respective euro area NCB.

2. Under the AL mode, for the purpose of checking whether a payment order is sufficiently covered, available liquidity on all the AL group members' PM accounts is aggregated. Notwithstanding the above, the bilateral PM account relationship between the AL group member and its AL NCB shall continue to be governed by the arrangements of the relevant TARGET2 component system, subject to the modifications set out in the AL agreement. Intraday credit extended to any AL group member on its PM account may be covered by the available liquidity on the other PM accounts held by such AL group member or PM accounts held by any other AL group members with the same or any other AL NCB.
3. In order to use the AL mode, one or more PM account holders meeting the criteria in paragraph 1 shall enter into an AL agreement with DNB and, if applicable, other CB(s) of the TARGET2 component systems in which other AL group members participate. A PM account holder may only enter into one AL agreement in relation to a particular PM account. The AL agreement shall be in conformity with the relevant template in Appendix VII to Part A.
4. Each AL group shall designate an AL group manager. In the event that the AL group consists of only one PM account holder, this PM account holder shall act as the AL group manager. The AL group manager shall address to the managing NCB a written request to use the AL mode (containing static data collection forms as provided by DNB), together with the executed AL agreement on the basis of the template provided by the managing NCB. The remaining AL group members shall address their written requests (containing static data collection forms as provided by DNB) to their respective AL NCBs. The managing NCB may request any additional information or document that it deems

appropriate in order to decide on the request. In addition, the managing NCB, in agreement with the other AL NCBs, may require the insertion of any additional provision in the AL agreement that it deems appropriate in order to ensure the proper and timely discharge of any existing and/or future obligation of all AL group members towards any AL NCB.

5. The managing NCB shall verify whether the applicants fulfil the requirements to form an AL group and whether the AL agreement has been properly executed. To this end, the managing NCB may liaise with the other AL NCBs. The managing NCB's decision shall be addressed, in writing, to the AL group manager within one month of receipt of the request referred to in paragraph 4 by the managing NCB, or, if the managing NCB requests additional information, within one month of receipt of such information by the managing NCB. Any rejection decision shall contain reasons for the rejection.
6. AL group members shall automatically have access to the CAI mode.
7. The provision of information and all interactive control measures within an AL group shall be accessed via the ICM.
8. DNB's current and future claims arising from the legal relationship between the PM account holder which is an AL group member and DNB and which are secured by the pledge under Article 40(1) and (2) shall include DNB's claims against such AL group member arising under the AL agreement to which both are party.

**Article 26 – Set-off of claims under Article 40(3) and (4)**

On the occurrence of an enforcement event with regard to a participant which is an AL group member, any claim of DNB against such AL group member shall be automatically and immediately accelerated and shall be subject to Article 40(3) and (4) of these Conditions.

**TITLE VI**  
**INTRADAY CREDIT – AUTO-COLLATERALISATION**

**Article 27 – Eligible entities**

1. Each euro area NCB shall provide intraday credit to credit institutions established in the EEA that are eligible counterparties for Eurosystem monetary policy operations, have access to the marginal lending facility and have an account with the relevant euro area NCB, including when those credit institutions act through a branch established in the EEA and including branches established in the EEA of credit institutions that are established outside the EEA, provided that such branches are established in the same country as the relevant euro area NCB. No intraday credit may be provided to entities that are subject to restrictive measures adopted by the Council of the European Union or Member States pursuant to Article 65(1)(b), Article 75 or Article 215 of the Treaty, the implementation of which, in the view of DNB after informing the ECB, is incompatible with the smooth functioning of TARGET2.
2. Intraday credit may also be granted to the following entities:
  - (a) credit institutions established in the EEA that are not eligible counterparties for Eurosystem monetary policy operations and/or do not have access to the marginal lending facility, including when they act through a branch established in the EEA and including branches established in the EEA of credit institutions that are established outside the EEA;
  - (b) treasury departments of central or regional governments of Member States active in the money markets and public sector bodies of Member States authorised to hold accounts for customers;
  - (c) investment firms established in the EEA provided that they have concluded an arrangement with a Eurosystem monetary policy counterparty to ensure that any residual debit position at the end of the relevant day is covered; and
  - (d) entities other than those falling within point (a) that manage ancillary systems and act in that capacity, provided that the arrangements for granting intraday credit to such entities have been submitted to the Governing Council in advance and have been approved by the Governing Council,

provided that in the cases specified in points (a) to (d) the entity receiving intraday credit is established in the same jurisdiction as the NCB providing the intraday credit.

All overnight credit granted to eligible central counterparties shall be subject to the terms of this Annex (including the provisions in relation to eligible collateral).

The sanctions provided for in Article 29 paragraphs 4 and 5 shall apply when eligible central counterparties fail to reimburse the overnight credit extended to them by their NCB.

3. For the entities mentioned in paragraph 2(a) to (d), and in accordance with Article 19 of Guideline (EU) 2015/510 (ECB/2014/60), intraday credit shall be limited to the day in question and no extension to overnight credit shall be possible.
4. By way of derogation, the Governing Council may decide, by means of a reasoned prior decision, to provide access to the marginal lending facility to certain eligible central counterparties (CCPs), within the scope of Article 139(2)(c) of the Treaty in conjunction with Articles 18 and 42 of the Statute of the ESCB and Article 1(1) of Guideline (EU) 2015/510 (ECB/2014/60). Such eligible CCPs are those that, at all relevant times:
  - (a) are eligible entities for the purposes of paragraph 2(d), provided also that those eligible entities are authorised as CCPs in accordance with the applicable Union or national legislation;
  - (b) are established in the euro area;
  - (c) are subject to supervision and/or oversight by competent authorities;
  - (d) comply with the oversight requirements for the location of infrastructures offering services in euro, as amended from time to time and published on the ECB's website<sup>11</sup>;
  - (e) have accounts in the Payments Module (PM) of TARGET2;
  - (f) have access to intraday credit.
5. All overnight credit granted to eligible CCPs shall be subject to these terms and conditions (including the provisions in relation to eligible collateral).
6. The sanctions provided for in Article 29 paragraphs 4 and 5 shall apply in cases of non-reimbursement by eligible CCPs of the overnight credit extended to them by DNB.
7. To the extent that a CCP is required by regulation, including on oversight grounds, to hold a Guarantee Fund Account, funds credited to such an account of a CCP shall be remunerated at the main refinancing operations rate minus 15 basis points. Funds otherwise credited to a Guarantee Fund Account of a CCP shall be remunerated at the deposit rate.

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<sup>11</sup> The Eurosystem's current policy for the location of infrastructure is set out in the following statements, which are all available on the ECB's website at [www.ecb.europa.eu](http://www.ecb.europa.eu): (a) the Policy statement on euro payment and settlement systems located outside the euro area of 3 November 1998; (b) The Eurosystem's policy line with regard to consolidation in central counterparty clearing of 27 September 2001; (c) The Eurosystem policy principles on the location and operation of infrastructures settling in euro-denominated payment transactions of 19 July 2007; (d) The Eurosystem policy principles on the location and operation of infrastructures settling euro-denominated payment transactions: specification of 'legally and operationally located in the euro area' of 20 November 2008; (e) The Eurosystem oversight policy framework of July 2011, subject to the judgment of 4 March 2015, *United Kingdom v European Central Bank*, T-496/11, ECLI:EU:T:2015:496.

8. Further to a request from a participant with access to intraday credit, DNB shall offer an auto-collateralisation facility on DCAs, provided that this is done in accordance with the Conditions for Auto-collateralisation Operations laid down in Part D.

#### **Article 28 – Eligible collateral**

1. Intraday credit shall be based on eligible collateral and granted by means of collateralised intraday overdrafts and/or intraday repurchase transactions in compliance with the additional minimum common features (including the events of default therein listed, as well as their respective consequences) that the Governing Council specifies with respect to Eurosystem monetary policy operations. Eligible collateral shall consist of the same assets as eligible for use in Eurosystem monetary policy operations, and shall be subject to the same valuation and risk control rules as those laid down in Part Four of Guideline (EU) 2015/510 (ECB/2014/60).

Intraday credit shall only be granted once the eligible assets provided as collateral have been finally transferred or pledged. For this purpose, counterparties shall pre-deposit or shall have pledged the eligible assets with the relevant NCB or settle the eligible assets with the relevant NCB on a delivery-versus-payment basis.

2. Debt instruments issued or guaranteed by the entity, or by any other third party with which the entity has close links, may only be accepted as eligible collateral in the situations laid down in Part Four of Guideline (EU) 2015/510 (ECB/2014/60).
3. The Governing Council may, upon a proposal by DNB, exempt the treasury departments referred to in Article 27 (2) under (b) from the requirement to provide adequate collateral before obtaining intraday credit.

#### **Article 29 – Credit extension procedure**

1. Access to intraday credit may only be granted on business days.
2. Intraday credit shall be provided free of interest.
3. The failure by an entity referred to in Article 27(1) to reimburse the intraday credit at the end of the day shall automatically be considered as a request by such entity for recourse to the marginal lending facility.
4. The failure by an entity referred to in Article 27(2) under (a), (c) or (d) to reimburse the intraday credit at the end of the day for whatever reason shall render that entity liable to the following penalties:
  - (a) if the entity in question has a debit balance on its account at the end of the day for the first time within a twelve-month period, then this entity shall incur penalty interest calculated at a rate of five percentage points above the marginal lending rate on the amount of such debit balance;

- (b) if the entity in question has a debit balance on its account at the end of the day for at least the second time within the same twelve-month period, then the penalty interest mentioned in Sub-paragraph (a) shall be increased by 2.5 percentage points for each time additional to the first that a debit position has occurred within this twelve-month period.
5. The Governing Council may decide to waive or reduce the penalties imposed pursuant to paragraph 4, if the end-of-day debit balance of the entity in question is attributable to force majeure and/or technical malfunction of TARGET2.

### **Article 30 – Suspension, limitation or termination of intraday credit**

1. For the purpose of this Title VI, the suspension or termination of a participant's eligibility as a counterparty for Eurosystem monetary policy operations shall be considered to be an event of default.
2. DNB shall suspend or terminate access to intraday credit if one of the following events of default occurs:
  - (a) the account of the entity with DNB is suspended or closed;
  - (b) the entity concerned ceases to meet any of the requirements laid down in this Title for the provision of intraday credit;
  - (c) a decision is made by a competent judicial or other authority to implement in relation to the entity a procedure for the winding-up of the entity or the appointment of a liquidator or analogous officer over the entity or any other analogous procedure;
  - (d) the entity becomes subject to the freezing of funds and/or other measures imposed by the Union restricting the entity's ability to use its funds;
  - (e) the entity's eligibility as a counterparty for Eurosystem monetary policy operations has been suspended or terminated.
3. DNB may suspend or terminate access to intraday credit if an NCB suspends or terminates the participant's participation in TARGET2 pursuant to Article 38(2)(b) to (e), or one or more events of default (other than those referred to in Article 38(2)(a)) occur.
4. If DNB decides, in accordance with the provisions of Article 19 of the General Terms and Conditions, to suspend, limit or exclude counterparties' access to monetary policy instruments on the grounds of prudence or otherwise in accordance with Section 2.4 of Annex I to Guideline ECB/2011/14, DNB shall implement that decision in respect of access to intraday credit pursuant to provisions in the contractual arrangements applied by DNB.
5. DNB may decide to suspend, limit or terminate a participant's access to intraday credit if the participant is deemed to pose risks on the grounds of prudence. In such cases, DNB shall immediately notify the ECB and other euro area NCBs thereof in writing. Where

appropriate, the Governing Council shall decide upon uniform implementation of the measures taken in all TARGET2 component systems.

6. Where DNB decides to suspend, limit or terminate a Eurosystem monetary policy counterparty's access to intraday credit in accordance with paragraph 5 above, such decision shall not take effect until the ECB has approved it.
7. By derogation from paragraph 6, in urgent circumstances DNB may suspend a Eurosystem monetary policy counterparty's access to intraday credit with immediate effect. In such cases DNB shall immediately notify the ECB thereof in writing. The ECB shall have the power to reverse DNB's action. However, if the ECB does not send DNB notice of such reversal within ten business days of the ECB's receipt of notification, the ECB shall be deemed to have approved DNB's action.
8. Where, on the grounds of prudence, DNB suspends, limits or terminates a participant's access to intraday credit pursuant to Article 30(5) or paragraph 10(d) of Part D or DNB suspends or terminates a participant's participation in TARGET2 pursuant to Article 38(2)(e), the consequences hereof shall, to the extent possible, take effect at the same time in all TARGET2 component systems.

**TITLE VII**  
**SECURITY REQUIREMENTS AND CONTINGENCY ISSUES**

**Article 31 – Business continuity and contingency procedures**

In the event of an abnormal external event or any other event which affects the operation of the SSP, the business continuity and contingency procedures described in Appendix IV to Part A shall apply.

**Article 32 – Security requirements**

1. Participants shall implement adequate security controls to protect their systems from unauthorized access and use. Participants shall be exclusively responsible for the adequate protection of the confidentiality, integrity and availability of their systems.
2. Participants shall inform DNB of any security-related incidents in their technical infrastructure and, where appropriate, security-related incidents that occur in the technical infrastructure of the third party providers. DNB may request further information about the incident and, if necessary, request that the participant take appropriate measures to prevent a recurrence of such an event.
3. DNB may impose additional security requirements on all participants and/or on participants that are considered critical by DNB.

**TITLE VIII**  
**THE INFORMATION AND CONTROL MODULE**

**Article 33 – Use of the ICM**

1. The ICM:
  - (a) allows participants to access information relating to their accounts and to manage liquidity;
  - (b) may be used to initiate liquidity transfer orders; and
  - (c) allows participants to initiate backup liquidity redistribution and backup contingency payments in the event of a failure of the participant's payment infrastructure.
2. Further technical details relating to the ICM are contained in Appendix I to Part A.

**TITLE IX**  
**COMPENSATION, LIABILITY REGIME AND EVIDENCE**

**Article 34 – Compensation scheme**

If a payment order cannot be settled on the same business day on which it was accepted due to a technical malfunction of TARGET2, DNB shall offer to compensate the direct participants concerned in accordance with the special procedure laid down in Appendix II to Part A.

**Article 35– Liability regime**

1. In performing their obligations pursuant to these Conditions, DNB and the participants shall be bound by a general duty of reasonable care in relation to each other.
2. DNB shall be liable to the participant for any loss arising out of the operation of TARGET2-NL, if the participant proves that a shortcoming in the execution of a payment order is the result of fraud (including but not limited to wilful misconduct) or gross negligence on the part of DNB. DNB's liability shall be limited to the participant's direct damage, *i.e.* the amount of the transaction in question and/or the loss of interest thereon, if the participant proves that a shortcoming in the execution of a payment order is the result of (ordinary) negligence. In the case referred to in the previous sentence, DNB shall not be liable for any consequential losses.
3. DNB is not liable for any loss that results from any malfunction or failure in the technical infrastructure (including but not limited to DNB's computer infrastructure, programmes, data, applications or networks), if such malfunction or failure arises in spite of DNB having adopted those measures that are reasonably necessary to protect such infrastructure against malfunction or failure, and to resolve the consequences of such malfunction or failure (the latter including but not limited to initiating and completing the business continuity and contingency procedures referred to in Appendix IV to Part A).
4. DNB shall further not be liable:
  - (a) to the extent that the loss is caused by the participant; or
  - (b) if the loss arises out of external events beyond DNB's reasonable control (force majeure).
5. Notwithstanding the provisions of the Act on Cross-border Payment Services (*Wet grensoverschrijdende betaaldiensten*), paragraphs 1 to 4 shall apply to the extent that DNB's liability can be excluded.
6. DNB and the participants shall take all reasonable and practicable steps to mitigate any damage or loss referred to in this Article.
7. In performing some or all of its obligations under these Conditions, DNB may commission third parties in its own name, particularly telecommunications or other network providers or other entities, if this is necessary to meet DNB's obligations or is standard market

practice. DNB's obligation shall be limited to the due selection and commissioning of any such third parties and DNB's liability shall be limited accordingly. For the purposes of this paragraph, the SSP-providing CBs shall not be considered as third parties.

#### **Article 36 – Evidence**

1. Unless otherwise provided in these Conditions, all payment and payment processing-related messages in relation to TARGET2, such as confirmations of debits or credits, or statement messages, between DNB and participants shall be made through the TARGET2 network service provider.
2. Electronic or written records of the messages retained by DNB or by the TARGET2 network service provider shall be accepted as a means of evidence of the payments processed through DNB. The saved or printed version of the original message of the TARGET2 network service provider shall be accepted as a means of evidence, regardless of the form of the original message.
3. If a participant's connection to the TARGET2 network service provider fails, the participant shall use the alternative means of transmission of messages laid down in Appendix IV to Part A. In such cases, the saved or printed version of the message produced by DNB shall have the same evidential value as the original message, regardless of its form.
4. DNB shall keep complete records of payment orders submitted and payments received by participants for a period of seven years from the time at which such payment orders are submitted and payments are received, provided that such complete records shall cover a minimum of five years for any participant in TARGET2 that is subject to continuous vigilance pursuant to restrictive measures adopted by the Council of the European Union or Member States or more if required by specific regulations.
5. DNB's own books and records (whether kept on paper, microfilm, microfiche, by electronic or magnetic recording, in any other mechanically reproducible form or otherwise) shall be accepted as a means of evidence of any obligations of the participants and of any facts and events that the parties rely on.

**TITLE X**  
**TERMINATION OF PARTICIPATION AND CLOSURE OF ACCOUNTS**

**Article 37 – Duration and ordinary termination of participation**

1. Without prejudice to Article 38, participation in TARGET2-NL is for an indefinite period of time.
2. A participant may terminate its participation in TARGET2-NL at any time giving 14 business days' notice thereof, unless it agrees a shorter notice period with DNB.
3. DNB may terminate a participant's participation in TARGET2-NL at any time giving three months' notice thereof, unless it agrees a different notice period with that participant.
4. On termination of participation, the confidentiality duties laid down in Article 42 remain in force for a period of five years starting on the date of termination.
5. On termination of participation, the PM accounts of the participant concerned shall be closed in accordance with Article 39.

**Article 38 – Suspension and extraordinary termination of participation**

1. The participation of a PM account holder in TARGET2-NL shall be immediately terminated without prior notice or suspended if one of the following events of default occurs:
  - (a) the opening of insolvency proceedings with regard to the PM account holder; and/or
  - (b) the case that the PM account holder no longer meets the access criteria laid down in Article 4.For the purposes of this paragraph, the taking of resolution action within the meaning of Directive 2014/59/EU of the European Parliament and of the Council<sup>12</sup> against a PM account holder shall not automatically qualify as the opening of insolvency proceedings.
2. DNB may terminate without prior notice or suspend the participation of a PM account holder in TARGET2-NL if:
  - (a) one or more events of default (other than those referred to in paragraph 1) occur;
  - (b) the PM account holder is in material breach of these Conditions;
  - (c) the PM account holder fails to carry out any material obligation to DNB;
  - (d) the PM account holder is excluded from, or otherwise ceases to be a member of, a TARGET2 CUG;

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<sup>12</sup> Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012 (OJ L 173, 12.6.2014, p. 190).

- (e) any other PM account holder-related event occurs which, in DNB's assessment, would threaten the overall stability, soundness and safety of TARGET2-NL or of any other TARGET2 component system, or which would jeopardise DNB's performance of its tasks as described in the Bank Act 1998 and the Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence; and/or
  - (f) an NCB suspends or terminates the PM account holder's access to intraday credit pursuant to Article 30(2).
- 3. In exercising its discretion under paragraph 2, DNB shall take into account, inter alia, the seriousness of the event of default or events mentioned in points (a) to (e).
- 4.
  - (a) In the event that DNB suspends or terminates a PM account holder's participation in TARGET2-NL under paragraph 1 or 2, DNB shall immediately inform, by means of an ICM broadcast message or a T2S broadcast message, that PM account holder, other CBs and PM account holders and DCA holders in all of the TARGET2 component systems of such suspension or termination. Such message shall be deemed to have been issued by the home CB of the PM account holder and the DCA holder that receives the message.
  - (b) Once such an ICM broadcast message has been received by the PM account holders, they shall be deemed to have been informed of the termination/suspension of the PM account holder's participation in TARGET2-NL or another TARGET2 component system. The PM account holders shall bear any losses arising from the submission of a payment order to PM account holders whose participation has been suspended or terminated if such payment order was entered into TARGET2-NL after receipt of the ICM broadcast message.
- 5. Upon termination of a PM account holder's participation, TARGET2-NL shall not accept any new payment orders from such PM account holder. Payment orders in the queue, warehoused payment orders or new payment orders in favour of such PM account holder shall be returned.
- 6. If a PM account holder is suspended from TARGET2-NL, all its incoming payments and outgoing payment orders shall be stored and only entered into the entry disposition after they have been explicitly accepted by the suspended PM account holder's CB.

#### **Article 39 – Closure of PM accounts**

- 1. Participants may close their PM accounts at any time provided they give DNB 14 business days' notice thereof.
- 2. On termination of participation, pursuant to either Article 37 or 38, DNB shall close the PM accounts of the participant concerned, after having:
  - (a) settled or returned any queued payment orders; and

- (b) made use of its rights of pledge and set-off under Article 40

**TITLE XI**  
**FINAL PROVISIONS**

**Article 40 – DNB’s rights of pledge and set-off**

1. Pursuant to the General Terms and Conditions the existing and future balances on the participant’s PM accounts have, amongst others, all been pledged to DNB as security against any and all claims which DNB on whatever grounds has or will have on the participant. Insofar as necessary, the statement of agreement with the General Terms and Conditions, amongst others, as signed by the participant shall be taken as a deed of pledge between the participant and DNB.
2. DNB shall have the right referred to in paragraph 1 even if its claims are only contingent or not yet due.
3. On the occurrence of:
  - (a) an event of default referred to in Article 38(1); or
  - (b) any other event of default or event referred to in Article 38(2) that has led to the termination or suspension of the participant’s participation in TARGET2-NL,notwithstanding the commencement of any insolvency proceedings in respect of a participant and notwithstanding any assignment, judicial or other attachment or other disposition of or in respect of the participant’s rights, all obligations of the participant shall be automatically and immediately accelerated, without prior notice and without the need for any prior approval of any authority, so as to be immediately due. In addition, the mutual obligations of the participant and DNB shall automatically be set off against each other, and the party owing the higher amount shall pay to the other the difference.
4. DNB shall promptly give the participant notice of any set-off pursuant to paragraph 3 after such set-off has taken place.
5. DNB may without prior notice debit any participant’s PM account by any amount which the participant owes DNB resulting from the legal relationship between the participant and DNB.

**Article 41 – Security rights in relation to funds on sub-accounts**

1. Pursuant to the General Terms and Conditions the existing and future balances on the PM account holder’s sub-accounts opened for the settlement of AS-related payment instructions under the arrangements between the relevant ancillary system and its CB have, amongst others, all been pledged to DNB as security against any and all claims which the PM account holder on whatever grounds has or will have on DNB. Insofar as necessary, the statement of agreement with the General Terms and Conditions, amongst others, as signed by the PM account holder shall be taken as a deed of pledge between the PM account holder and DNB.

2. DNB shall freeze the balance on the sub-account of the PM account holder upon communication by the ancillary system (via a 'start-of-cycle' message). Where applicable, DNB shall thereafter increase or reduce the frozen balance by crediting or debiting cross-system settlement payments to or from the sub-account or crediting liquidity transfers to the sub-account. Such freezing shall expire upon communication by the ancillary system (via an 'end-of-cycle' message).
3. By confirming the freezing of the balance on the PM account holder's sub-account, DNB guarantees to the ancillary system payment up to the amount of this particular balance. By confirming, where applicable, the increase or reduction of the frozen balance upon crediting or debiting cross-system settlement payments to or from the sub-account or crediting liquidity transfers to the sub-account, the guarantee is automatically increased or reduced in the amount of the payment. Without prejudice to the above-mentioned increase or reduction of the guarantee, the guarantee shall be irrevocable, unconditional and payable on first demand. If DNB is not the ancillary system's CB, DNB shall be deemed instructed to issue the above-mentioned guarantee to the ancillary system's CB.
4. In the absence of any insolvency proceedings in relation to the PM account holder, the AS-related payment instructions for the squaring of the PM account holder's settlement obligation shall be settled without drawing on the guarantee and without recourse to the security right over the balance on the PM account holder's sub-account.
5. In the event of the PM account holder's insolvency, the AS-related payment instruction for the squaring of the PM account holder's settlement obligation shall be a first demand for payment under the guarantee; the debiting of the instructed amount from the PM account holder's sub-account (and crediting of the AS's technical account) shall therefore equally involve the discharge of the guarantee obligation by DNB and a realisation of its collateral right over the balance on the PM account holder's sub-account.
6. The guarantee shall expire upon communication by the ancillary system that the settlement has been completed (via an 'end-of-cycle' message).
7. The PM account holder shall be obliged to reimburse to DNB any payment made by the latter under such guarantee.

#### **Article 42 – Confidentiality**

1. DNB shall keep confidential all sensitive or secret information, including when such information relates to payment, technical or organisational information belonging to the participant, participants from the same group or the participant's customers, unless the participant or its customer has given its written consent to disclose or such disclosure is permitted or required under Dutch law.
2. By derogation from paragraph 1, the participant agrees that DNB may disclose payment, technical or organisational information regarding the participant, participants from the

same group or the participant's customers obtained in the course of the operation of TARGET2-NL to other CBs or third parties that are involved in the operation of TARGET2-NL, to the extent that this is necessary for the efficient functioning of TARGET2 or the monitoring of the participant's or its group's exposure, or to supervisory and oversight authorities of Member States and the Union to the extent that this is necessary for the performance of their public tasks, and provided in all such cases that the disclosure is not in conflict with the applicable law. DNB shall not be liable for the financial and commercial consequences of such disclosure.

3. By derogation from paragraph 1 and provided this does not make it possible, whether directly or indirectly, to identify the participant or the participant's customers, DNB may use, disclose or publish payment information regarding the participant or the participant's customers for statistical, historical, scientific or other purposes in the exercise of its public functions or of functions of other public entities to whom the information is disclosed.
4. Information relating to the operation of TARGET2-NL to which participants have had access, may only be used for the purposes laid down in these Conditions. Participants shall keep such information confidential, unless DNB has explicitly given its written consent to disclose. Participants shall ensure that any third parties to whom they outsource, delegate or subcontract tasks which have or may have an impact on the performance of their obligations under these Conditions are bound by the confidentiality requirements in this Article.
5. DNB shall be authorised, in order to settle payment orders, to process and transfer the necessary data to the TARGET-2 network service provider.

#### **Article 43 – Data protection, prevention of money laundering, administrative or restrictive measures and related issues**

1. Participants shall be deemed to be aware of, and shall comply with, all obligations on them relating to legislation on data protection, prevention of money laundering and the financing of terrorism, proliferation-sensitive nuclear activities and the development of nuclear weapons delivery systems, in particular in terms of implementing appropriate measures concerning any payments debited or credited on their PM accounts. Participants shall also acquaint themselves with the TARGET2 network service provider's data retrieval policy prior to entering into the contractual relationship with the TARGET2 network service provider.
2. Participants shall be deemed to have authorised DNB to obtain any information relating to them from any financial or supervisory authority or trade body, whether national or foreign, if such information is necessary for the participant's participation in TARGET2-NL.

3. Participants, when acting as the payment service provider of a payer or payee, shall comply with all requirements resulting from administrative or restrictive measures imposed pursuant to Articles 75 or 215, including with respect to notification and/or the obtaining of consent from a competent authority in relation to the processing of transactions. In addition:
  - (a) when DNB is the payment service provider of a participant that is a payer:
    - (i) the participant shall make the required notification or obtain consent on behalf of the central bank that is primarily required to make notification or obtain consent, and shall provide DNB with evidence of having made a notification or having received consent;
    - (ii) the participant shall not enter any credit transfer order into TARGET2 until it has obtained confirmation from DNB that the required notification has been made or the consent has been obtained by or on behalf of the payment service provider of the payee;
  - (b) when DNB is a payment service provider of a participant that is a payee, the participant shall make the required notification or obtain consent on behalf of the central bank that is primarily required to make notification or obtain consent, and shall provide DNB with evidence of having made a notification or having received consent.

For the purposes of this paragraph, the terms “payment service provider”, “payer” and “payee” shall have the meanings ascribed to them in the applicable administrative or restrictive measures.

#### **Article 44 – Notices**

1. Except where otherwise provided for in these Conditions, all notices required or permitted pursuant to these Conditions shall be sent by registered post, facsimile or otherwise in writing or by an authenticated message through the TARGET2 network service provider. Notices to DNB shall be submitted to the head of DNB’s Payments and Securities Department, Westeinde 1, 1017 ZN Amsterdam or to DNB’s BIC address (FLORNL2A). Notices to the participant shall be sent to it at the address, fax number or its BIC address as the participant may from time to time notify to DNB.
2. To prove that a notice has been sent, it shall be sufficient to prove that the notice was delivered to the relevant address or that the envelope containing such notice was properly addressed and posted.
3. All notices shall be given in Dutch or in English.
4. Participants shall be bound by all forms and documents of DNB that the participants have filled in and/or signed, including but not limited to static data collection forms, as referred to in Article 8(2)(a), and information provided under Article 11(5), which were submitted

in compliance with paragraphs 1 and 2 and which DNB reasonably believes to have received from the participants, their employees or agents.

#### **Article 45 – Contractual relationship with TARGET2 network service provider**

1. For the purposes of these Conditions, the TARGET2 network service provider is SWIFT. Each participant shall enter into a separate agreement with SWIFT regarding the services to be provided by SWIFT in relation to the participant's use of TARGET2-NL. The legal relationship between a participant and SWIFT shall be exclusively governed by SWIFT's terms and conditions.
2. Each participant shall also participate in a TARGET2 CUG, as specified by the SSP-providing CBs acting as the SWIFT service administrator for the SSP. Admission and exclusion of a participant to or from a TARGET2 CUG shall take effect once communicated to SWIFT by the SWIFT service administrator.
3. Participants shall comply with the TARGET2 SWIFT Service Profile, as made available by DNB.
4. The services to be provided by SWIFT shall not form part of the services to be performed by DNB in respect of TARGET2.
5. DNB shall not be liable for any acts, errors or omissions of SWIFT (including its directors, staff and subcontractors) as provider of SWIFT services, or for any acts, errors or omissions of TARGET2 network providers selected by participants to gain access to the SWIFT network.

#### **Article 46 – Amendment procedure**

DNB may at any time unilaterally amend these Conditions, including its Appendices. Amendments to these Conditions, including its Appendices, shall be announced in writing or by another appropriate means of communication. Amendments shall be deemed to have been accepted unless the participant expressly objects within 14 days of being informed of such amendments. In the event that a participant objects to the amendment, DNB is entitled immediately to terminate that participant's participation in TARGET2-NL and close any of its PM accounts.

#### **Article 47 – Third party rights**

1. Any rights, interests, obligations, responsibilities and claims arising from or relating to these Conditions shall not be transferred, pledged or assigned by participants to any third party without DNB's written consent.
2. These Conditions do not create any rights in favour of or obligations in relation to any entity other than DNB and participants in TARGET2-NL.

**Article 48 – Governing law, jurisdiction and place of performance**

1. The bilateral relationship between DNB and participants in TARGET2-NL shall be governed by Dutch law.
2. Without prejudice to the competence of the Court of Justice of the European Union, any dispute arising from a matter relating to the relationship referred to in paragraph 1 falls under the exclusive competence of the competent courts of Amsterdam.
3. The place of performance concerning the legal relationship between DNB and the participants shall be Amsterdam.

**Article 49 - Severability**

If any provision in these Conditions is or becomes invalid, this shall not prejudice the applicability of all the other provisions of these Conditions.

**Article 50 – Entry into force and binding nature**

These Conditions become effective from 12 September 2016.

**Appendix I to Part A****TECHNICAL SPECIFICATIONS FOR THE PROCESSING OF PAYMENT ORDERS**

In addition to the Conditions for TARGET2-NL, the following rules shall apply to the processing of payment orders:

- 1. Technical requirements for participation in TARGET2-NL regarding infrastructure, network and formats**
- (1) TARGET2 uses SWIFT services for the exchange of messages. Each participant therefore needs a connection to SWIFT's Secure IP Network. Each participant's PM account shall be identified by an 8- or 11-character SWIFT BIC. Furthermore, each participant shall pass a series of tests to prove its technical and operational competence before it may participate in TARGET2-NL.
- (2) For the submission of payment orders and the exchange of payment messages in the PM the SWIFTNet FIN Y-copy service shall be used. A dedicated SWIFT Closed User Group (CUG) shall be set up for this purpose. Payment orders within such TARGET2 CUG shall be directly addressed to the receiving TARGET2 participant by entering its BIC in the header of the SWIFTNet FIN message.
- (3) For the information and control services the following SWIFTNet services may be used:
  - (a) SWIFTNet InterAct;
  - (b) SWIFTNet FileAct; and/or
  - (c) SWIFTNet Browse.
- (4) The security of the message exchange between participants shall rely exclusively on SWIFT's Public Key Infrastructure (PKI) service. Information on the PKI service is available in the documentation provided by SWIFT.
- (5) The 'bilateral relationship management' service provided by SWIFT's Relationship Management Application (RMA) shall only be used with the central destination BIC of the SSP and not for payment messages between TARGET2 participants.

## 2. Payment message types

- (1) The following SWIFTNet FIN system message types are processed:

Message Type	Type of use	Description
MT 103	Mandatory	Customer payment
MT 103+	Mandatory	Customer payment (Straight Through Processing)
MT 202	Mandatory	Bank-to-bank payment
MT 202COV	Mandatory	Cover payments
MT 204	Optional	Direct debit payment
MT 011	Optional	Delivery notification
MT 012	Optional	Sender notification
MT 019	Mandatory	Abort notification
MT 900	Optional	Confirmation of debit/Credit line change
MT 910	Optional	Confirmation of credit/Credit line change
MT 940/950	Optional	(Customer) statement message

MT 011, MT 012 and MT 019 are SWIFT system messages.

- (2) When they register with TARGET2-NL, direct participants shall declare which optional message types they will use, with the exception of MT 011 and MT 012 messages in relation to which direct participants shall decide from time to time whether or not to receive them with reference to specific messages.
- (3) Participants shall comply with the SWIFT message structure and field specifications, as defined in the SWIFT documentation and under the restrictions set out for TARGET2, as described in Chapter 9.1.2.2 of the User Detailed Functional Specifications (UDFS), Book 1.
- (4) Field contents shall be validated at the level of TARGET2-NL in accordance with the UDFS requirements. Participants may agree among each other on specific rules regarding the field contents. However, in TARGET2-NL there shall be no specific checks as to whether participants comply with any such rules.
- (5) MT 202COV messages shall be used for making cover payments, i.e. payments made by correspondent banks to settle (cover) credit transfer messages which are submitted to a customer's credit institution by other, more direct means. Customer details contained in MT 202COV shall not be displayed in the ICM.

### 3. Double-entry check

- (1) All payment orders shall pass a double-entry check, the aim of which is to reject payment orders that have been submitted more than once by mistake.
- (2) The following fields of the SWIFT message types shall be checked:

Details	Part of the SWIFT message	Field
Sender	Basic Header	LT Address
Message Type	Application Header	Message Type
Receiver	Application Header	Destination Address
Transaction Reference Number (TRN)	Text Block	:20
Related Reference	Text Block	:21
Value Date	Text Block	:32
Amount	Text Block	:32

- (3) If all the fields described in point 2 in relation to a newly submitted payment order are identical to those in relation to a payment order that has already been accepted, the newly submitted payment order shall be returned.

### 4. Error codes

If a payment order is rejected, the instructing participant shall receive an abort notification (MT 019) indicating the reason for the rejection by using error codes. The error codes are defined in Chapter 9.4.2 of the UDFS.

### 5. Predetermined settlement times

- (1) For payment orders using the Earliest Debit Time Indicator, the codeword '/FROTIME/' shall be used.
- (2) For payment orders using the Latest Debit Time Indicator, two options shall be available.
  - (a) Codeword '/REJTIME/': if the payment order cannot be settled by the indicated debit time, the payment order shall be returned.
  - (b) Codeword '/TILTIME/': if the payment order cannot be settled by the indicated debit time, the payment order shall not be returned but shall be kept in the relevant queue.

Under both options, if a payment order with a Latest Debit Time Indicator is not settled 15 minutes prior to the time indicated therein, a notification shall automatically be sent via the ICM.

- (3) If the codeword ‘/CLSTIME/’ is used, the payment shall be treated in the same way as a payment order referred to in point 2(b).

#### **6. Settlement of payment orders in the entry disposition**

- (1) Offsetting checks and, if appropriate, extended offsetting checks (both terms as defined in paragraphs 2 and 3) shall be carried out on payment orders entered into the entry disposition to provide quick, liquidity-saving gross settlement of payment orders.
- (2) An offsetting check shall determine whether the payee’s payment orders that are at the front of the highly urgent or, if inapplicable, the urgent queue are available to be offset against the payer’s payment order (hereinafter ‘offsetting payment orders’). If an offsetting payment order does not provide sufficient funds for the respective payer’s payment order in the entry disposition, it shall be determined whether there is sufficient available liquidity on the payer’s PM account.
- (3) If the offsetting check fails, DNB may apply an extended offsetting check. An extended offsetting check determines whether offsetting payment orders are available in any of the payee’s queues regardless of when they joined the queue. However, if in the queue of the payee there are higher priority payment orders addressed to other TARGET2 participants, the FIFO principle may only be breached if settling such an offsetting payment order would result in a liquidity increase for the payee.

#### **7. Settlement of payment orders in the queue**

- (1) The treatment of payment orders placed in queues depends on the priority class to which it was designated by the instructing participant.
- (2) Payment orders in the highly urgent and urgent queues shall be settled by using the offsetting checks described in paragraph 6, starting with the payment order at the front of the queue in cases where there is an increase in liquidity or there is an intervention at queue level (change of queue position, settlement time or priority, or revocation of the payment order).
- (3) Payments orders in the normal queue shall be settled on a continuous basis including all highly urgent and urgent payment orders that have not yet been settled. Different optimisation mechanisms (algorithms) are used. If an algorithm is successful, the included payment orders will be settled; if an algorithm fails, the included payment orders will remain in the queue. Three algorithms (1 to 3) shall be applied to offset payment flows. By means of Algorithm 4, settlement procedure 5 (as defined in Chapter 2.8.1 of the UDFS) shall be available for the settlement of payment instructions of ancillary systems. To optimise the settlement of highly urgent system transactions on participants’ sub-accounts, a special algorithm (Algorithm 5) shall be used.

- (a) Under Algorithm 1 ('all-or-nothing') DNB shall, both for each relationship in respect of which a bilateral limit has been set and also for the total sum of relationships for which a multilateral limit has been set:
- (i) calculate the overall liquidity position of each TARGET2 participant's PM account by establishing whether the aggregate of all outgoing and incoming payment orders pending in the queue is negative or positive and, if it is negative, check whether it exceeds that participant's available liquidity (the overall liquidity position shall constitute the 'total liquidity position'); and
  - (ii) check whether limits and reservations set by each TARGET2 participant in relation to each relevant PM account are respected.

If the outcome of these calculations and checks is positive for each relevant PM account, DNB and other CBs involved shall settle all payments simultaneously on the PM accounts of the TARGET2 participants concerned.

- (b) Under Algorithm 2 ('partial') DNB shall:
- (i) calculate and check the liquidity positions, limits and reservations of each relevant PM account as under Algorithm 1; and
  - (ii) if the total liquidity position of one or more relevant PM accounts is negative, extract single payment orders until the total liquidity position of each relevant PM account is positive.

Thereafter, DNB and the other CBs involved shall, provided there are sufficient funds, settle all remaining payments (except the extracted payment orders) simultaneously on the PM accounts of the TARGET2 participants concerned.

When extracting payment orders, DNB shall start from the TARGET2 participant's PM account with the highest negative total liquidity position and from the payment order at the end of the queue with the lowest priority. The selection process shall only run for a short time, to be determined by DNB at its discretion.

- (c) Under Algorithm 3 ('multiple') DNB shall:
- (i) compare pairs of TARGET2 participants' PM accounts to determine whether queued payment orders can be settled within the available liquidity of the two TARGET2 participants' PM accounts concerned and within the limits set by them (by starting from the pair of PM accounts with the smallest difference between the payment orders addressed to each other), and the CB(s) involved shall book those payments simultaneously on the two TARGET2 participants' PM accounts; and
  - (ii) if, in relation to a pair of PM accounts as described under point (i), liquidity is insufficient to fund the bilateral position, extract single payment orders until there is sufficient liquidity. In this case the CB(s) involved shall settle the

remaining payments, except the extracted ones, simultaneously on the two TARGET2 participants' PM accounts.

After performing the checks specified under points (i) to (ii), DNB shall check the multilateral settlement positions (between a participant's PM account and other TARGET2 participants' PM accounts in relation to which a multilateral limit has been set). For this purpose, the procedure described under points (i) to (ii) shall apply *mutatis mutandis*.

- (d) Under Algorithm 4 ('partial plus ancillary system settlement') DNB shall follow the same procedure as for Algorithm 2, but without extracting payment orders in relation to the settlement of an ancillary system (which settles on a simultaneous multilateral basis).
  - (e) Under Algorithm 5 ('ancillary system settlement via sub-accounts') DNB shall follow the same procedure as for Algorithm 1, subject to the modification that DNB shall start Algorithm 5 via the Ancillary System Interface and shall only check whether sufficient funds are available on participants' sub-accounts. Moreover, no limits and reservations shall be taken into account. Algorithm 5 shall also run during night-time settlement.
- (4) Payment orders entered into the entry disposition after the start of any of algorithms 1 to 4 may nevertheless be settled immediately in the entry disposition if the positions and limits of the TARGET2 participants' PM accounts concerned are compatible with both the settlement of these payment orders and the settlement of payment orders in the current optimisation procedure. However, two algorithms shall not run simultaneously.
- (5) During daytime processing the algorithms shall run sequentially. As long as there is no pending simultaneous multilateral settlement of an ancillary system, the sequence shall be as follows:
- (a) algorithm 1,
  - (b) if algorithm 1 fails, then algorithm 2,
  - (c) if algorithm 2 fails, then algorithm 3, or if algorithm 2 succeeds, repeat algorithm 1.
- When simultaneous multilateral settlement ('procedure 5') in relation to an ancillary system is pending, Algorithm 4 shall run.
- (6) The algorithms shall run flexibly by setting a pre-defined time lag between the application of different algorithms to ensure a minimum interval between the running of two algorithms. The time sequence shall be automatically controlled. Manual intervention shall be possible.
- (7) While included in a running algorithm, a payment order shall not be reordered (change of the position in a queue) or revoked. Requests for reordering or revocation of a payment order shall be queued until the algorithm is complete. If the payment order concerned is settled while the algorithm is running, any request to reorder or revoke shall be rejected. If

the payment order is not settled, the participant's requests shall be taken into account immediately.

## **8. Use of the ICM**

- (1) The ICM may be used for obtaining information and managing liquidity. SWIFT's Secure IP Network (SIPN) shall be the underlying technical communications network for exchanging information and running control measures.
- (2) With the exception of warehoused payment orders and static data information, only data in relation to the current business day shall be available via the ICM. The screens shall be offered in English only.
- (3) Information shall be provided in 'pull' mode, which means that each participant has to ask to be provided with information.
- (4) The following modes shall be available for using the ICM:
  - (a) application-to-application mode (A2A)

In A2A, information and messages are transferred between the PM and the participant's internal application. The participant therefore has to ensure that an appropriate application is available for the exchange of XML messages (requests and responses) with the ICM via a standardised interface. Further details are contained in the ICM User Handbook and in Book 4 of the UDFS.
  - (b) user-to-application mode (U2A)

U2A permits direct communication between a participant and the ICM. The information is displayed in a browser running on a PC system (SWIFT Alliance WebStation or another interface, as may be required by SWIFT). For U2A access the IT infrastructure has to be able to support cookies and JavaScript. Further details are described in the ICM User Handbook.
- (5) Each participant shall have at least one SWIFT Alliance WebStation, or another interface, as may be required by SWIFT, to have access to the ICM via U2A.
- (6) Access rights to the ICM shall be granted by using SWIFT's 'Role Based Access Control'. The SWIFT 'Non Repudiation of Emission' (NRE) service, which may be used by participants, allows the recipient of an XML message to prove that such message has not been altered.
- (7) If a participant has technical problems and is unable to submit any payment order, it may generate preformatted backup liquidity redistribution and backup contingency payments by using the ICM. DNB shall open such functionality upon request of the participant.
- (8) Participants may also use the ICM to transfer liquidity:
  - (a) from their PM account to their account outside the PM, provided that they act as co-manager;
  - (b) between the PM account and the participant's sub-accounts;

- (c) from the PM account to the mirror account managed by the ancillary system; and
- (d) by means of a PM to DCA liquidity transfer order.

**9. The UDFS and the ICM User Handbook**

Further details and examples explaining the above rules are contained in the UDFS and the ICM User Handbook, as amended from time to time and published on the ECB's website in English.

**Appendix II to Part A****TARGET2 COMPENSATION SCHEME****1 General principles**

- (a) If there is a technical malfunction of TARGET2, direct participants may submit claims for compensation in accordance with the TARGET2 compensation scheme laid down in this Appendix.
- (b) Unless otherwise decided by the ECB's Governing Council, the TARGET2 compensation scheme shall not apply if the technical malfunction of TARGET2 arises out of external events beyond the reasonable control of the CBs concerned or as a result of acts or omissions by third parties.
- (c) Compensation under the TARGET2 compensation scheme shall be the only compensation procedure offered in the event of a technical malfunction of TARGET2. Participants may, however, use other legal means to claim for losses. If a participant accepts a compensation offer under the TARGET2 compensation scheme, this shall constitute the participant's irrevocable agreement that it thereby waives all claims in relation to the payment orders concerning which it accepts compensation (including any claims for consequential loss) it may have against any CB, and that the receipt by it of the corresponding compensation payment constitutes full and final settlement of all such claims. The participant shall indemnify the CBs concerned, up to a maximum of the amount received under the TARGET2 compensation scheme, in respect of any further claims which are raised by any other participant or any other third party in relation to the payment order or payment concerned.
- (d) The making of a compensation offer shall not constitute an admission of liability by DNB or any other CB in respect of a technical malfunction of TARGET2.

**2 Conditions for compensation offers**

- (a) A payer may submit a claim for an administration fee and interest compensation if, due to a technical malfunction of TARGET2 a payment order was not settled on the business day on which it was accepted.
- (b) A payee may submit a claim for an administration fee if due to a technical malfunction of TARGET2 it did not receive a payment that it was expecting to receive on a particular business day. The payee may also submit a claim for interest compensation if one or more of the following conditions are met:
  - (i) in the case of participants that have access to the marginal lending facility: due to a technical malfunction of TARGET2, a payee had recourse to the marginal lending facility; and/or

- (ii) in the case of all participants: it was technically impossible to have recourse to the money market or such refinancing was impossible on other, objectively reasonable grounds.

### **3 Calculation of compensation**

- (a) With respect to a compensation offer for a payer:
  - (i) the administration fee shall be EUR 50 for the first non-settled payment order, EUR 25 for each of the next four such payment orders and EUR 12,50 for each further such payment order. The administration fee shall be calculated separately in relation to each payee;
  - (ii) interest compensation shall be determined by applying a reference rate to be fixed from day to day. This reference rate shall be the lower of the euro overnight index average (EONIA) rate and the marginal lending rate. The reference rate shall be applied to the amount of the payment order not settled as a result of the technical malfunction of TARGET2 for each day in the period from the date of the actual or, in relation to payment orders referred to in paragraph 2(b)(ii), intended submission of the payment order until the date on which the payment order was or could have been successfully settled. Any interest or charges resulting from the placing of any non-settled payment orders on deposit with the Eurosystem shall be deducted from or charged to the amount of any compensation, as the case may be; and
  - (iii) no interest compensation shall be payable if and in so far as funds resulting from non-settled payment orders were placed in the market or used to fulfil minimum reserve requirements.
- (b) With respect to a compensation offer for a payee:
  - (i) the administration fee shall be EUR 50 for the first non-settled payment order, EUR 25 for each of the next four such payment orders and EUR 12,50 for each further such payment order. The administration fee shall be calculated separately in relation to each payer;
  - (ii) the method set out in point (a)(ii) for calculating interest compensation shall apply except that interest compensation shall be payable at a rate equal to the difference between the marginal lending rate and the reference rate, and shall be calculated on the amount of any recourse to the marginal lending facility occurring as a result of the technical malfunction of TARGET2.

### **4 Procedural rules**

- (a) A claim for compensation shall be submitted on the claim form available on DNB's website in English (see [www.dnb.nl](http://www.dnb.nl)). Payers shall submit a separate claim form in respect of each payee and payees shall submit a separate claim form in respect of each payer.

Sufficient additional information and documents shall be provided to support the information indicated in the claim form. Only one claim may be submitted in relation to a specific payment or payment order.

- (b) Within four weeks of a technical malfunction of TARGET2, participants shall submit their claim form(s) to DNB. Any additional information and evidence requested by DNB shall be supplied within two weeks of such request being made.
- (c) DNB shall review the claims and forward them to the ECB. Unless otherwise decided by the ECB's Governing Council and communicated to the participants, all received claims shall be assessed no later than 14 weeks after the technical malfunction of TARGET2 occurs.
- (d) DNB shall communicate the result of the assessment referred to in point (c) to the relevant participants. If the assessment entails a compensation offer, the participants concerned shall, within four weeks of the communication of such offer, either accept or reject it, in respect of each payment or payment order comprised within each claim, by signing a standard letter of acceptance (in the form available on the website of DNB). If such letter has not been received by DNB within four weeks, the participants concerned shall be deemed to have rejected the compensation offer.
- (e) DNB shall make compensation payments on receipt of a participant's letter of acceptance of compensation. No interest shall be payable on any compensation payment.

**Appendix III to Part A****TERMS OF REFERENCE FOR CAPACITY AND COUNTRY OPINIONS****PART I****Terms of reference for capacity opinions for participants in TARGET2**

[Insert name of CB]

[address]

**Participation in the [name of the system]**

[location], [date]

Dear Sir or Madam,

We have been asked to provide this Opinion as [in-house or external] legal advisers to [specify name of Participant or branch of Participant] in respect of issues arising under the laws of [jurisdiction in which the Participant is established; hereinafter the 'jurisdiction'] in connection with the participation of [specify name of Participant] (hereinafter the 'Participant') in the [name of the TARGET2 component system] (hereinafter the 'System').

This Opinion is confined to the laws of [jurisdiction] as they exist as on the date of this Opinion. We have made no investigation of the laws of any other jurisdiction 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 [jurisdiction], whether or not the Participant acts through its head office or one or more branches established inside or outside of [jurisdiction] in submitting payment orders and receiving payments.

**1. DOCUMENTS EXAMINED**

For the purposes of this Opinion, we have examined:

- (1) a certified copy of the [specify relevant constitutional document(s)] of the Participant such as is/are in effect on the date hereof;
- (2) [if applicable] an extract from the [specify relevant company register] and [if applicable] [register of credit institutions or analogous register];

- (3) [to the extent applicable] a copy of the Participant's licence or other proof of authorisation to provide credit institution, investment, funds transfer or other financial services in [jurisdiction];
- (4) [if applicable] a copy of a resolution adopted by the board of directors or the relevant governing body of the Participant on [insert date], [insert year], evidencing the Participant's agreement to adhere to the System Documents, as defined below; and
- (5) [specify all powers of attorney and other documents constituting or evidencing the requisite power of the person or persons signing the relevant System Documents (as defined below) on behalf of the Participant];

and all other documents relating to the Participant's 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 [insert reference to the arrangements implementing the TARGET2-NL Conditions for the System dated [insert date] (hereinafter the 'Rules'); and
- (2) [...].

The Rules and the [...] shall be referred to hereinafter as the 'System Documents' (and collectively with the Participant Documents as the 'Documents').

## **2. 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 terms of the System Documents and the rights and obligations created by them are valid and legally binding under the laws of [insert reference to the Member State of the System] by which they are expressed to be governed, and the choice of the laws of [insert reference to the Member State of the System] to govern the System Documents is recognised by the laws of [insert reference to the Member State of the System];
- (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.

**3. OPINIONS REGARDING THE PARTICIPANT**

- A. The Participant is a corporation duly established and registered or otherwise duly incorporated or organised under the laws of [jurisdiction].
- B. The Participant has all the requisite corporate powers to execute and perform the rights and obligations under the System Documents to which it is party.
- C. The adoption or execution and the performance by the Participant of the rights and obligations under the System Documents to which the Participant is party will not in any way breach any provision of the laws or regulations of [jurisdiction] 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 [jurisdiction] are required by the Participant in connection with the adoption, validity or enforceability of any of the System Documents or the execution or performance of the rights and obligations thereunder.
- E. The Participant has taken all necessary corporate action and other steps necessary under the laws of [jurisdiction] to ensure that its obligations under the System Documents are legal, valid and binding.

This Opinion is stated as of its date and is addressed solely to [insert name of CB] 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 European Central Bank and the national central banks of the European System of Central Banks [and [the national central bank/relevant regulatory authorities] of [jurisdiction]].

Yours faithfully,

[signature]

**PART II****Terms of reference for country opinions for non-EEA participants in TARGET2**

[Insert name of CB]

[address]

**Participation in** [name of the system]

[location], [date]

Dear Sir or Madam,

We have been asked as [external] legal advisers to [specify name of Participant or branch of Participant] (the ‘Participant’) in respect of issues arising under the laws of [jurisdiction in which the Participant is established; hereinafter the ‘jurisdiction’] to provide this Opinion under the laws of [jurisdiction] in connection with the participation of the Participant in a system which is a component of TARGET2 (hereinafter the ‘System’). References herein to the laws of [jurisdiction] include all applicable regulations of [jurisdiction]. We express an opinion herein under the law of [jurisdiction], with particular regard to the Participant established outside [insert reference to the Member State of the System] in relation to rights and obligations arising from participation in the System, as presented in the System Documents defined below.

This Opinion is confined to the laws of [jurisdiction] as they exist on the date of this Opinion. We have made no investigation of the laws of any other jurisdiction as a basis for this Opinion, and do not express or imply any opinion in this regard. We have assumed that there is nothing in the laws of another jurisdiction which affects this Opinion.

**1. DOCUMENTS EXAMINED**

For the purposes of this Opinion, we have examined the documents listed below and such other documents as we have deemed necessary or appropriate:

- (1) the TARGET2-NL Conditions for the System dated [insert date] (hereinafter the ‘Rules’);  
and
- (2) any other document governing the System and/or the relationship between the Participant and other participants in the System, and between the participants in the System and DNB.

The Rules and the [...] shall be referred to hereinafter as the ‘System Documents’.

## 2. ASSUMPTIONS

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

- (1) the System Documents are within the capacity and power of and have been validly authorised, adopted or executed and, where necessary, delivered by the relevant parties;
- (2) the terms of the System Documents and the rights and obligations created by them are valid and legally binding under the laws of [insert reference to the Member State of the System], by which they are expressed to be governed, and the choice of the laws of [insert reference to the Member State of the System] to govern the System Documents is recognised by the laws of [insert reference to the Member State of the System];
- (3) the participants in the System through which any payment orders are sent or payments are received, or through which any rights or obligations under the System Documents are executed or performed, are licensed to provide funds transfer services, in all relevant jurisdictions; and
- (4) the documents submitted to us in copy or as specimens conform to the originals.

## 3. OPINION

Based on and subject to the foregoing, and subject in each case to the points set out below, we are of the opinion that:

### 3.1 Country-specific legal aspects [to the extent applicable]

The following characteristics of the legislation of [jurisdiction] are consistent with and in no way set aside the obligations of the Participant arising out of the System Documents: [list of country-specific legal aspects].

### 3.2 General insolvency issues

#### 3.2.a Types of insolvency proceedings

The only types of insolvency proceedings (including composition or rehabilitation) – which, for the purpose of this Opinion, shall include all proceedings in respect of the Participant’s assets or any branch it may have in [jurisdiction] – to which the Participant may become subject in [jurisdiction], are the following: [list proceedings in original language and English translation] (together collectively referred to as ‘Insolvency Proceedings’).

In addition to Insolvency Proceedings, the Participant, any of its assets, or any branch it may have in [jurisdiction] may become subject in [jurisdiction] to [list any applicable moratorium, receivership, or any other proceedings as a result of which payments to and/or

from the Participant may be suspended, or limitations can be imposed in relation to such payments, or similar proceedings in original language and English translation] (hereinafter collectively referred to as ‘Proceedings’).

### 3.2.b Insolvency treaties

[jurisdiction] or certain political subdivisions within [jurisdiction], as specified, is/are party to the following insolvency treaties: [specify, if applicable which have or may have an impact on this Opinion].

### 3.3 Enforceability of System Documents

Subject to the points set out below, all provisions of the System Documents will be binding and enforceable in accordance with their terms under the laws of [jurisdiction], in particular in the event of the opening of any Insolvency Proceedings or Proceedings with respect to the Participant.

In particular, we are of the opinion that:

#### 3.3.a Processing of payment orders

The provisions on processing of payment orders [list of sections] of the Rules are valid and enforceable. In particular, all payment orders processed pursuant to such sections will be valid, binding and will be enforceable under the laws of [jurisdiction]. The provision of the Rules which specifies the precise point in time at which payment orders submitted by the Participant to the System become enforceable and irrevocable ([add section of the Rules]) is valid, binding and enforceable under the laws of [jurisdiction].

#### 3.3.b Authority of DNB to perform its functions

The opening of Insolvency Proceedings or Proceedings in respect of the Participant will not affect the authority and powers of DNB arising out of the System Documents. [Specify [to the extent applicable] that: the same opinion is also applicable in respect of any other entity which provides the Participants with services directly and necessarily required for participating in the System (e.g. TARGET2 network service provider)].

#### 3.3.c Remedies in the event of default

[Where applicable to the Participant, the provisions contained in [list of sections] of the Rules regarding accelerated performance of claims which have not yet matured, the set-off of claims for using the deposits of the Participant, the enforcement of a pledge, suspension and termination of participation, claims for default interest, and termination of agreements

and transactions ([insert other relevant clauses of the Rules or the System Documents]) are valid and enforceable under the laws of [jurisdiction].]

#### 3.3.d Suspension and termination

Where applicable to the Participant, the provisions contained in [list of sections] of the Rules (in respect of suspension and termination of the Participant's participation in the System on the opening of Insolvency Proceedings or Proceedings or other events of default, as defined in the System Documents, or if the Participant represents any kind of systemic risk or has serious operational problems) are valid and enforceable under the laws of [jurisdiction].

#### 3.3.e Penalty regime

Where applicable to the Participant, the provisions contained in [list of sections] of the Rules in respect of penalties imposed on a Participant which is unable to reimburse intraday credit or overnight credit, where applicable, on time are valid and enforceable under the laws of [jurisdiction].

#### 3.3.f Assignment of rights and obligations

The rights and obligations of the Participant cannot be assigned, altered or otherwise transferred by the Participant to third parties without the prior written consent of DNB.

#### 3.3.g Choice of governing law and jurisdiction

The provisions contained in [list of sections] of the Rules, and in particular in respect of the governing law, the resolution of a dispute, competent courts, and service of process are valid and enforceable under the laws of [jurisdiction].

#### 3.4 Voidable preferences

We are of the opinion that no obligation arising out of the System Documents, the performance thereof, or compliance therewith prior to the opening of any Insolvency Proceedings or Proceedings in respect of the Participant may be set aside in any such proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

In particular, and without limitation to the foregoing, we express this opinion in respect of any payment orders submitted by any participant in the System. In particular, we are of the opinion that the provisions of [list of sections] of the Rules establishing the enforceability and irrevocability of payment orders will be valid and enforceable and that a payment order submitted by any participant and processed pursuant to [list of sections] of the Rules may not be set aside in any Insolvency Proceedings or Proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

### 3.5 Attachment

If a creditor of the Participant seeks an attachment order (including any freezing order, order for seizure or any other public or private law procedure that is intended to protect the public interest or the rights of the Participant's creditors) – hereinafter referred to as an 'Attachment' – under the laws of [jurisdiction] from a court or governmental, judicial or public authority that is competent in [jurisdiction], we are of the opinion that [insert the analysis and discussion].

### 3.6 Collateral [if applicable]

#### 3.6.a. Assignment of rights or deposit of assets for collateral purposes, pledge and/or repo

Assignments for collateral purposes will be valid and enforceable under the laws of [jurisdiction]. Specifically, the creation and enforcement of a pledge or repo under the [insert reference to the relevant arrangement with the CB] will be valid and enforceable under the laws of [jurisdiction].

#### 3.6.b Priority of assignees', pledgees' or repo purchasers' interest over that of other claimants

In the event of Insolvency Proceedings or Proceedings in respect of the Participant, the rights or assets assigned for collateral purposes, or pledged by the Participant in favour of the [insert reference to CB] or other participants in the System, will rank in priority of payment above the claims of all other creditors of the Participant and will not be subject to priority or preferential creditors.

#### 3.6.c Enforcing title to security

Even in the event of Insolvency Proceedings or Proceedings in respect of the Participant, other participants in the System and DNB as [assignees, pledgees or repo purchasers as applicable] will still be free to enforce and collect the Participant's rights or assets through the action of DNB pursuant to the Rules.

#### 3.6.d Form and registration requirements

There are no form requirements for the assignment for collateral purposes of, or the creation and enforcement of a pledge or repo over the Participant's rights or assets and it is not necessary for the [assignment for collateral purposes, pledge or repo, as applicable], or any particulars of such [assignment, pledge or repo, as applicable,] to be registered or filed with any court or governmental, judicial or public authority that is competent in [jurisdiction].

### 3.7 Branches [to the extent applicable]

#### 3.7.a Opinion applies to action through branches

Each of the statements and opinions presented above with regard to the Participant applies with equal accuracy and validity under the laws of [jurisdiction] in situations where the Participant acts through its one or more of its branches established outside [jurisdiction].

#### 3.7.b Conformity with law

Neither the execution and performance of the rights and obligations under the System Documents nor the submission, transmission or receipt of payment orders by a branch of the Participant will in any respect breach the laws of [jurisdiction].

#### 3.7.c Required authorisations

Neither the execution and performance of the rights and obligations under the System Documents nor the submission, transmission or receipt of payment orders by a branch of a Participant will require any 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 [jurisdiction].

This Opinion is stated as of its date and is addressed solely to DNB 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 European Central Bank and the national central banks of the European System of Central Banks [and [the national central bank/relevant regulatory authorities] of [jurisdiction]].

Yours faithfully,

[signature]

**Appendix IV to Part A****BUSINESS CONTINUITY AND CONTINGENCY PROCEDURES****1. General provisions**

- (a) This Appendix sets out the arrangements between DNB and participants, or ancillary systems, if one or more components of the SSP or the telecommunications network fail or are affected by an abnormal external event, or if the failure affects any participant or ancillary system.
- (b) All references to specific times in this Appendix are to the local time at the seat of the ECB, i.e. Central European Time (CET<sup>13</sup>).

**2. Measures of business continuity and contingency processing**

- (a) In the event that an abnormal external event occurs and/or there is a failure of the SSP or the telecommunications network which affects the normal operation of TARGET2, DNB shall be entitled to adopt business continuity and contingency processing measures.
- (b) The following main business continuity and contingency processing measures shall be available in TARGET2:
  - (i) relocating the operation of the SSP to an alternative site;
  - (ii) changing the SSP's operating hours; and
  - (iii) initiating contingency processing of very critical and critical payments, as defined in paragraph 6(c) and (d) respectively.
- (c) In relation to business continuity and contingency processing measures, DNB shall have full discretion regarding whether and which measures are adopted to settle payment orders.

**3. Incident communication**

- (a) Information about the failure of the SSP and/or an abnormal external event shall be communicated to participants through the domestic communication channels, the ICM and T2IS. In particular, communications to participants shall include the following information:
  - (i) a description of the event;
  - (ii) the anticipated delay in processing (if known);
  - (iii) information on the measures already taken; and
  - (iv) the advice to participants.
- (b) In addition, DNB may notify participants of any other existing or anticipated event which has the potential to affect the normal operation of TARGET2.

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<sup>13</sup> CET takes into account the change to Central European Summer Time.

**4. Relocation the operation of the SSP to an alternative site**

- (a) In the event that any of the events referred to in paragraph 2(a) occurs, the operation of the SSP may be relocated to an alternative site, either within the same region or in another region.
- (b) In the event that the operation of the SSP or the T2S Platform is relocated from one region (Region 1) to another region (Region 2), the participants shall endeavour to reconcile their positions up to the point of the failure or the occurrence of the abnormal external events and provide to DNB all relevant information in this respect.
- (c) Where a PM to DCA liquidity transfer order is debited on the participant's PM account on the SSP in Region 1, but, after reconciliation, is not shown as debited on the SSP in Region 2, the CB responsible for the participant, shall debit the participant's PM account in Region 2 to return the participant's PM account balance to the level it had prior to the relocation.

**5. Change of operating hours**

- (a) The daytime processing of TARGET2 may be extended or the opening time of a new business day may be delayed. During any extended operating time of TARGET2, payment orders shall be processed in accordance with the Conditions, subject to the modifications contained in this Appendix.
- (b) Daytime processing may be extended and the closing time thereby delayed if an SSP failure has occurred during the day but has been resolved before 18.00. Such a closing time delay shall in normal circumstances not exceed two hours and shall be announced as early as possible to participants. If such a delay is announced before 16.50, the minimum period of one hour between the cut-off time for customer and interbank payment orders shall remain in place. Once such a delay is announced it may not be withdrawn.
- (c) The closing time shall be delayed in cases where an SSP failure has occurred before 18.00 and has not been resolved by 18.00. DNB shall immediately communicate the delay of closing time to participants.
- (d) Upon recovery of the SSP, the following steps shall take place:
  - (i) DNB shall seek to settle all queued payments within one hour; this time is reduced to 30 minutes in the event that the SSP failure occurs at 17.30 or later (in cases where the SSP failure was ongoing at 18.00).
  - (ii) Participants' final balances shall be established within one hour; this time shall be reduced to 30 minutes in the event that the SSP failure occurs at 17.30 or later, in cases where the SSP failure was ongoing at 18.00.
  - (iii) At the cut-off time for interbank payments, the end-of-day processing, including recourse to the Eurosystem standing facilities shall take place.

- (e) Ancillary systems that require liquidity in the early morning need to have established means to cope with cases where the daytime processing cannot be started in time due to an SSP failure on the previous day.

## **6. Contingency processing**

- (a) If it deems it necessary to do so, DNB shall initiate the contingency processing of payment orders in the Contingency Module of the SSP. In such cases, only a minimum service level shall be provided to participants. DNB shall inform its participants of the start of contingency processing by means of any available means of communication
- (b) In contingency processing, payment orders shall be processed manually by DNB.
- (c) The following payments shall be considered as ‘very critical’ and DNB shall use best efforts to process them in contingency situations:
  - (i) CLS Bank International-related payments;
  - (ii) end-of-day settlement of EURO1; and
  - (iii) central counterparty margin calls.
- (d) The following types of payments shall be considered as ‘critical’ and DNB may decide to initiate contingency processing in relation to them:
  - (i) payments in relation to the real-time settlement of interfaced securities settlement systems;
  - (ii) additional payments, if required to avoid systemic risk; and
  - (iii) DCA to PM liquidity transfer orders.
- (e) Participants shall submit payment orders for contingency processing and information to payees shall be provided through an encrypted fax message and CNS. Information concerning account balances and debit and credit entries may be obtained via DNB.
- (f) Payment orders that have already been submitted to TARGET2-NL, but are queued, may also undergo contingency processing. In such cases DNB shall endeavour to avoid the double processing of payment orders, but the participants shall bear the risk of such double processing if it occurred.
- (g) For contingency processing of payment orders, participants shall provide additional collateral. During contingency processing, incoming contingency payments may be used to fund outgoing contingency payments. For the purposes of contingency processing, participants’ available liquidity may not be taken into account by DNB.

## **7. Failures linked to participants or ancillary systems**

- (a) In the event that a participant has a problem that prevents it from settling payments in TARGET2 it shall be its responsibility to resolve the problem. In particular, a participant may use in-house solutions or the ICM functionality, i.e. backup liquidity redistribution payments and backup contingency payments (CLS and EURO1).

- (b) If a participant decides to use the ICM functionality for making backup liquidity redistribution payments, DNB shall, if the participant so requests, open this functionality via the ICM. If the participant so requests, DNB shall transmit an ICM broadcast message to inform other participants about the participant's use of backup liquidity redistribution payments. The participant shall be responsible for sending such backup liquidity redistribution payments exclusively to other participants with which it has bilaterally agreed on the use of such payments and for any further steps in relation to such payments.
- (c) If the measures referred to in point (a) are exhausted or if they are inefficient, the participant may request support from DNB.
- (d) In the event that a failure affects an ancillary system, that ancillary system shall be responsible for resolving the failure. If the ancillary system so requests, DNB may act on its behalf. DNB shall have discretion to decide what support it gives to the ancillary system, including during the night-time operations of the ancillary system. The following contingency measures may be taken:
  - (i) the ancillary system initiates clean payments (i.e. payments that are not linked to the underlying transaction) via the Participant Interface;
  - (ii) DNB creates and/or processes XML instructions/files on behalf of the ancillary system; and/or
  - (iii) DNB makes clean payments on behalf of the ancillary system.
- (e) The detailed contingency measures with respect to ancillary systems shall be contained in the bilateral arrangements between DNB and the relevant ancillary system.

## **8. Other provisions**

- (a) In the event that certain data are unavailable because one of the events referred to in paragraph 2(a) has occurred, DNB is entitled to start or continue processing payment orders and/or operate TARGET2-NL on the basis of the last available data, as determined by DNB. If so requested by DNB, participants and ancillary systems shall resubmit their FileAct/Interact messages or take any other action deemed appropriate by DNB.
- (b) In the event of a failure of DNB, some or all of its technical functions in relation to TARGET2-NL may be performed by other Eurosystem CBs.
- (c) DNB may require that the participants participate in regular or ad hoc testing of business continuity and contingency processing measures, training or any other preventative arrangements, as deemed necessary by DNB. Any costs incurred by the participants as a result of such testing or other arrangements shall be borne solely by the participants.

**Appendix V to Part A****OPERATING SCHEDULE**

1. TARGET2 is open on all days, except Saturdays, Sundays, New Year's Day, Good Friday and Easter Monday (according to the calendar applicable at the seat of the ECB), 1 May, Christmas Day and 26 December.
2. The reference time for the system is the local time at the seat of the ECB, i.e. CET.
3. The current business day is opened during the evening of the previous business day and operates to the following schedule:

<b>Time</b>	<b>Description</b>
6.45 - 7.00	Business window to prepare daytime operations *
7.00 - 18.00	Daytime processing
17.00	Cut-off time for customer payments (i.e. payments where the originator and/or the beneficiary of a payment is not a direct or indirect participant as identified in the system by the use of an MT 103 or MT 103+ message)
17.45	Cut-off time for PM to DCA liquidity transfers
18.00	Cut-off time for interbank payments (i.e. payments other than customer payments)
18.00 – 18.45 **	End-of-day processing
18.15 **	General cut-off time for the use of standing facilities
(Shortly after) 18.30 ***	Data for the update of accounting systems are available to CBs
18.45 - 19.30 ***	Start-of-day processing (new business day)
19.00 *** - 19.30 **	Provision of liquidity on the PM account
19.30 ***	'Start-of-procedure' message and settlement of the standing orders to transfer liquidity from the PM accounts to the sub-account(s)/mirror account (ancillary system-related settlement)
19.30 *** - 22.00	Execution of additional liquidity transfers via the ICM before the ancillary system sends the 'start-of-cycle' message; settlement period of night-time ancillary

Time	Description
	system operations (only for ancillary system settlement procedure 6)
22.00 - 1.00	Technical maintenance period
1.00 – 7.00	Settlement procedure of night-time ancillary system operations (only for ancillary system settlement procedure 6)

- \* Daytime operations means daytime processing and end-of-day processing.
  - \*\* Ends 15 minutes later on the last day of the Eurosystem reserve maintenance period.
  - \*\*\* Starts 15 minutes later on the last day of the Eurosystem reserve maintenance period.
4. The ICM is available for liquidity transfers from 19.30 \*\*\* until 18.00 the next day, except during the technical maintenance period from 22.00 until 1.00.
  5. The operating hours may be changed in the event that business continuity measures are adopted in accordance with paragraph 5 of Appendix IV to Part A.

**Appendix VI to Part A****FEE SCHEDULE AND INVOICING****Fees for direct participants**

1. The monthly fee for the processing of payment orders in TARGET2-NL for direct participants, depending on which option the direct participant has chosen, shall be either:
  - (a) EUR 150 per PM account plus a flat fee per transaction (debit entry) of EUR 0,80; or
  - (b) EUR 1 875 per PM account plus a fee per transaction (debit entry) determined as follows, based on the volume of transactions (number of processed items) per month:

<b>Band</b>	<b>From</b>	<b>To</b>	<b>Price</b>
1	1	10 000	EUR 0,60
2	10 001	25 000	EUR 0,50
3	25 001	50 000	EUR 0,40
4	50 001	100 000	EUR 0,20
5	Above 100 000	-	EUR 0,125

Liquidity transfers between a participant's PM account and its sub-accounts shall not be subject to a charge. PM to DCA liquidity transfer orders sent from a participant's PM account and DCA to PM liquidity transfer orders received on a participant's PM account shall be charged according to the pricing option (a) or (b) above chosen for that PM account.

2. The monthly fee for multi-addressee access shall be EUR 80 for each 8-character BIC address other than the BIC of the direct participant's account.
3. There shall be an additional monthly fee for direct participants who do not wish the BIC of their account to be published in the TARGET2 directory of EUR 30 per account.
4. The monthly fee for each registration by a direct participant of an indirect participant in the TARGET2 directory shall be EUR 20.
5. The one-time fee for each registration in the TARGET2 directory of an addressable BIC holder, for branches of direct and indirect participants, branches of correspondents and addressable BIC holders that are members of the same group, as defined in Article 1, shall be EUR 5.

6. The monthly fee for each registration of an addressable BIC holder for a correspondent shall be EUR 5.
7. The monthly fee for direct participants subscribing to the TARGET2 value-added services for T2S shall be EUR 50 for those participants which have opted for option (a) in paragraph 1 above, and EUR 625 for those participants which have opted for option (b) in paragraph 1 above.

**Fees for liquidity pooling**

8. For the CAI mode, the monthly fee shall be EUR 100 for each account included in the group.
9. For the AL mode, the monthly fee shall be EUR 200 for each account included in the AL group. If the AL group uses the CAI mode, accounts not included in the AL mode shall pay the CAI monthly fee of EUR 100 per account.
10. For both the AL mode and the CAI mode, the degressive transaction fee structure set out in the table in Paragraph 1(b) shall apply to all payments by the participants in the group, as if these payments were sent from one participant's account.
11. The monthly fee of EUR 1 875 referred to in paragraph 1(b) shall be paid by the relevant group manager, and the monthly fee of EUR 150 referred to in paragraph 1(a) shall be paid by all other members of the group. If an AL group is part of a CAI group, and the AL group manager is the same as the CAI group manager, the monthly fee of EUR 1 875 shall only be paid once. If the AL group is a part of a CAI group and the CAI group manager is different from the AL group manager, then the CAI group manager shall pay an additional monthly fee of EUR 1 875. In such cases the invoice for the total fees for all the accounts in the CAI group (including the AL group accounts) shall be sent to the CAI group manager.

**Fees for Main PM account holders**

12. In addition to the fees set out above in this Appendix, a monthly fee of EUR 250 for each linked DCA shall be charged to Main PM account holders.
13. The Main PM account holders shall be charged the following fees for T2S services connected with the linked DCA(s). These items shall be billed separately.

<b>Tariff items</b>	<b>Price</b>	<b>Explanation</b>
<b>Settlement services</b>		
DCA to DCA liquidity transfer orders	9 euro cent	Per transfer
Intra-balance movement (i.e. blocking, unblocking, reservation of liquidity etc.)	6 euro cent	Per transaction
<b>Information services</b>		
A2A reports	0.4 euro cent	Per business item in any A2A report generated
A2A queries	0.7 euro cent	Per queried business item in any A2A query generated
U2A queries	10 euro cent	Per executed search function
U2A queries downloaded	0,7 euro cent	Per queried business item in any U2A query generated and downloaded
Messages bundled into a file	0.4 euro cent	Per message in a file
Transmissions	1.2 euro cent	Per transmission

### **Invoicing**

14. In the case of direct participants, the following invoicing rules apply. The direct participant (the AL group or CAI group manager in the event that the AL or CAI modes are used) shall receive the invoice for the previous month specifying the fees to be paid, no later than on the fifth business day of the following month. Payment shall be made at the latest on the tenth working day of that month to the account specified by DNB and shall be debited from that participant's PM account.

**Appendix VII to Part A****AGGREGATED LIQUIDITY AGREEMENT – VARIANT A**

*(Template for use of the AL mode by more than one credit institution)*

**THE UNDERSIGNED:**

I (a) [insert name participant], having its registered office in [.....], and its business address at \_\_\_\_\_ [P.O. Box/street], represented by [.....] and [.....], acting in the capacity of [.....], holder of PM account(s) No [.....] with De Nederlandsche Bank N.V.;

I (b) [insert name participant], having its registered office in [.....], and its business address at \_\_\_\_\_ [P.O. Box/street], represented by [.....] and [.....], acting in the capacity of [.....], holder of PM account(s) No [.....] with [insert name of CB];

I (c) [insert name participant], having its registered office in [.....], and its business address at \_\_\_\_\_ [P.O. Box/street], represented by [.....] and [.....], acting in the capacity of [.....], holder of PM account(s) No [.....] with [insert name of CB];

(hereinafter the ‘AL group members’), on the one hand,

and

II (a) **De Nederlandsche Bank N.V.**, having its registered office in Amsterdam, and its business address at Westeinde 1 (1017 ZN), hereinafter referred to as ‘DNB’, represented by [.....] and [.....], acting in the capacity of [.....];

II (b) [insert name of AL-NCB], having its registered office in [.....], and its business address at [.....], hereinafter referred to as [.....], represented by [.....] and [.....], acting in the capacity of [.....];

II (c) [insert name of AL-NCB], having its registered office in [.....], and its business address at [.....], hereinafter referred to as [.....], represented by

[.....] and [.....], acting in the capacity of [.....];

(hereinafter the ‘AL NCBs’), on the other hand,

(AL group members and AL NCBs hereinafter collectively referred to as the ‘Parties’)

**WHEREAS:**

- (1) TARGET2 is legally structured as a multiplicity of payment systems, each of which is designated as a system under the relevant national legislation implementing Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems<sup>14</sup>.
- (2) Participants in one or more TARGET2 component systems may, under certain conditions laid down in the respective conditions for participation in TARGET2 component systems, set up an AL group, whereby the liquidity on the PM accounts of the AL group members is aggregated.
- (3) Aggregation of liquidity enables the AL group members to settle payment orders for an amount exceeding the available liquidity on their respective PM accounts, provided that the total value of all such payment orders never exceeds the aggregate amount of the available liquidity on all such PM accounts. The resulting debit position on one or more of these PM accounts constitutes intraday credit, the provision of which is governed by the respective national arrangements, subject to the modifications described in this agreement; in particular, with regard to such debit position, the available liquidity on all PM accounts of the AL group members is used as cover.
- (4) The effect of this mechanism is in no way to merge the various PM accounts, which, subject to the limitations described in this agreement, continue to be exclusively held by their respective holders.
- (5) Such a mechanism aims to avoid the fragmentation of liquidity in the different TARGET2 component systems and simplify the liquidity management within a group of credit institutions.
- (6) This mechanism improves the overall efficiency of settlement of payments in TARGET2.

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<sup>14</sup> OJ L 166, 11.6.1998, p. 45.

- (7) [Participant], [participant] and [participant] are respectively connected to TARGET2-NL, TARGET2-[insert CB/country reference], and TARGET2-[insert CB/country reference] and are bound by the Conditions for TARGET2-NL [insert reference to other applicable arrangement(s) implementing the Harmonised Conditions] of [insert relevant dates],

## **HEREBY AGREE AS FOLLOWS:**

### **Article 1 – Definitions**

The terms used in this Agreement shall have the meanings assigned to them in the Conditions for TARGET2-NL.

### **Article 2 – Effectiveness of this agreement**

This agreement and any amendment made hereto shall only be effective when the managing NCB, after having obtained any information or documents that it deems appropriate, confirms in writing that this agreement or amendments thereto comply with the requirements laid down in the respective conditions for participation in the TARGET2 component systems.

### **Article 3 – Mutual interest of AL group members and of AL NCBs**

1. The AL group members expressly declare and acknowledge that their entry into this agreement serves their mutual economic, social and financial interests since the payment orders of all AL group members may be settled in their respective TARGET2 component systems, up to an amount corresponding to the available liquidity on all the AL group members' PM accounts, thereby leveraging the liquidity available in other TARGET2 component systems.
2. The AL NCBs have a mutual interest in providing intraday credit to the AL group members, as this promotes the overall efficiency of settling payments in TARGET2. The intraday credit is collateralised in accordance with Article 18 of the Statute of the European System of Central Banks and of the European Central Bank, since with regard to the debit balance resulting from the execution of a payment order, the available liquidity on the PM accounts held by the AL group members with their respective AL NCBs is used as cover for the discharge of the obligations owed by the AL group members to the AL NCBs.

### **Article 4 – AL group members' rights and obligations**

1. AL group members shall be severally liable (*hoofdelijk aansprakelijk*) towards all AL NCBs in relation to all claims resulting from the settlement in the respective TARGET2 component systems of the payment orders of AL group members. AL group members shall not be entitled to rely on any internal group arrangements on the division of liabilities to

- avoid any liability to the AL NCBs in relation to the aggregation of all above-mentioned liabilities.
2. The total value of all payment orders settled by the AL group members on their PM accounts may never exceed the aggregate amount of all available liquidity on all such PM accounts.
  3. AL group members shall be authorised to use the CAI mode, as described in the Conditions for TARGET2-NL and in [insert the reference to the other applicable arrangement(s) implementing the Harmonised Conditions].
  4. The AL group members shall ensure that there is an internal agreement between them containing inter alia:
    - (a) the rules of internal organisation of the AL group;
    - (b) the conditions under which the AL group manager has a duty to report to the AL group members;
    - (c) the costs of the AL mode (including their allocation between AL group members); and
    - (d) the fees to be paid as remuneration between the AL group members for the services under the AL agreement and the rules for calculating the financial consideration.

With the exception of point (d), the AL group members may decide whether or not to disclose this internal agreement or parts of it to the AL NCBs. The AL group members shall disclose information referred to in point (d) to the AL NCBs.

#### **Article 5 – AL NCBs’ rights and obligations**

1. When an AL group member submits a payment order to its respective TARGET2 component system for an amount exceeding the available liquidity on that AL group member’s PM account, its respective AL NCB shall extend intraday credit that is covered by the available liquidity on other PM accounts held by the AL group member with its respective AL NCB or on the PM accounts held by the other AL group members with their respective AL NCBs. Such intraday credit shall be governed by the rules applicable to the provision of intraday credit by such AL NCB.
2. Payment orders submitted by any of the AL group members which have the effect of exceeding the available liquidity on all PM accounts of the AL group members shall be queued until sufficient liquidity is available.
3. Each AL group member declares that – distinct from its payment obligation vis-à-vis its own AL NCB resulting from the settlement of its payment orders in the TARGET2 component system of that AL NCB – it takes upon itself a separate, corresponding, payment obligation vis-à-vis each other AL NCB. The amount that each AL group member, on the basis of the preceding sentence, owes to each AL NCB, equals the total amount owed by the AL group members to the AL NCBs in accordance with the various

account relationships. The claims which, on the basis of this paragraph, the AL NCBs obtain vis-à-vis an AL group member can be set-off against any amounts which the AL NCBs owe to the AL group member. Payment of an amount by an AL group member to its AL NCB reduces the amount of the claims of the other AL NCBs vis-à-vis the AL group member accordingly.

#### **Article 6 – Designation and role of the AL group manager**

1. The AL group members hereby designate as AL group manager [indicate the participant designated as AL group manager], which shall be the contact point for all administrative matters relating to the AL group.
2. All AL group members shall provide their respective AL NCB, as well as the AL group manager, with any information which may affect the validity, enforceability and implementation of this agreement, including, without limitation, any modification or ending of the links between the AL group members needed to comply with the definition of a group laid down in Article 1 of the Conditions for TARGET2-NL and in [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions], the occurrence of any events of default within the meaning of Article 1 of the Conditions for TARGET2-NL and of [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions] or any event which may affect the validity and/or enforceability of (1) the pledge and (2) the netting as mentioned in Article 40 of the Conditions for TARGET2-NL and in [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions].
3. The AL group manager shall immediately convey to the managing NCB any information described in paragraph 2 relating to itself or to any other AL group member.
4. The AL group manager shall be responsible in respect of intraday monitoring of the liquidity available within the AL group.
5. The AL group manager shall have power of attorney over the PM accounts of the AL group members and, in particular, shall act as agent of the AL group members in respect of the following operations:
  - (a) any ICM operations in respect of the AL group members' PM accounts, including, but not limited to, any change in priority of a payment order, revocation, change of settlement time, liquidity transfers (including from and to sub-accounts), reordering of queued transactions, reservation of liquidity in respect of the AL group, setting and changes of limits in respect of the AL group;
  - (b) all end-of-day liquidity transactions between the PM accounts of the AL group members ensuring that all balances of the AL group members' PM accounts are levelled out, so that none of these accounts have a debit balance at the end of the day

or, where applicable, a debit balance not secured by eligible collateral (hereinafter such procedure is referred to as ‘levelling out’);

- (c) general instructions according to which automatic levelling out shall be performed, i.e. defining the sequence of AL group members’ PM accounts with available liquidity to be debited within the levelling out;
- (d) in the absence of any explicit instructions by the AL group manager, as set out in points (b) and (c), automatic levelling out shall be performed starting with the PM account with the highest credit balance towards the PM account with the highest debit balance.

The same rules as defined in points (c) and (d) shall be used if an enforcement event, as defined in Article 1 of the Conditions for TARGET2-NL and in [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions], occurs.

6. The AL group members explicitly waive any rights they may have against the AL group manager under Dutch law, resulting from the combination of such manager’s capacity as a PM account holder and AL group member with its capacity as AL group manager.

#### **Article 7 – Role of the managing NCB**

1. The managing NCB shall be the contact point for all administrative matters relating to the AL group.
2. All of the AL NCBs shall immediately provide the managing NCB with any information relating to their respective AL group member(s) which may affect the validity, enforceability and implementation of this agreement, including, but not limited to, any modification or ending of the links between the AL group members needed to comply with the definition of a group, the occurrence of any events of default within the meaning of Article 1 of the Conditions for TARGET2-NL and of [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] or events which may affect the validity and/or enforceability of (1) the pledge and (2) the netting, as referred to in Article 40 of the Conditions for TARGET2-NL and in [insert reference to the pledge, close-out netting or any other relevant provisions of the arrangement(s) implementing the Harmonised Conditions].
3. The managing NCB shall have access to all relevant information in respect of all PM accounts of the AL group members, including, but not limited to, information in respect of any credit line, the balance, total turnover, settled payments, queued payments, as well as information on the AL groups’ limits and liquidity reservations.

#### **Article 8 – Duration and termination of this agreement**

1. This agreement shall be of unlimited duration.

2. Each of the AL group members may unilaterally terminate its participation in this agreement, provided it gives 14 business days' written notice to the AL NCB in whose TARGET2 component system it participates and to the managing NCB. The managing NCB shall confirm to that AL group member the date of its termination of participation in the AL agreement and shall communicate such date to all AL NCBs which shall inform their AL group members accordingly. If that AL group member was the AL group manager, the remaining AL group members shall immediately appoint a new AL group manager.
3. This agreement or the participation of any AL group member in this agreement, as the case may be, shall automatically be terminated without prior notice and with immediate effect if one or more of the following events occurs:
  - (a) modification or ending of the links between all AL group members or between one or more AL group members needed to comply with the definition of a group, as laid down in Article 1 of the Conditions for TARGET2-NL and in [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions], or affecting one or more AL group members; and/or
  - (b) any other requirements for using the AL mode, as described in Article 25 of the Conditions for TARGET2-NL and in [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] are no longer met by all AL group members, or one or more AL group members.
4. Notwithstanding the occurrence of any of the events described in paragraph 3, a payment order that has already been submitted by any AL group member into the relevant TARGET2 component system shall remain valid and enforceable in respect of all AL group members and the AL NCBs. In addition, (1) the pledge and (2) the netting, as referred to in Article 40 of the Conditions for TARGET2-NL and in [insert reference to pledge and/or close-out netting or other relevant security arrangements] shall remain valid after the termination of this agreement until all debit positions on the PM accounts whose liquidity was aggregated are fully discharged by the AL group members.
5. Without prejudice to paragraph 3, the managing NCB, in agreement with the relevant AL NCB, may at any time terminate without prior notice and with immediate effect the participation of any AL group member in this agreement if such AL group member is in breach of any of the provisions hereof. Such decision shall be addressed in writing to all the AL group members setting out the reasons for the decision. If participation is terminated in this way, the AL group members whose participation in this agreement has not been terminated are entitled to terminate their participation in this agreement provided that they give the managing NCB and the relevant AL NCB five business days' written notice thereof. If the AL group manager's participation is terminated, the remaining AL group members shall immediately appoint a new AL group manager.

6. The managing NCB, in agreement with the other AL NCBs, may terminate this agreement without prior notice and with immediate effect if the maintenance of it would endanger the overall stability, soundness and safety of TARGET2 or jeopardise the performance by the AL NCBs of their tasks pursuant to the Statute of the European System of Central Banks and of the European Central Bank. Any decision to do so shall be addressed in writing to the AL group members, setting out the reasons for the decision.
7. This agreement shall remain valid for as long as there are at least two AL group members.

#### **Article 9 – Amendment procedure**

Any change to this agreement, including the extension of the AL group to other participants, shall only be valid and enforceable if expressly agreed to by all parties in writing.

#### **Article 10 – Governing law**

This agreement shall be governed, construed and implemented in accordance with Dutch law.

This shall be without prejudice to:

- (a) the relationship between an AL group member and its respective AL NCB governed by the law of the respective AL NCB, and
- (b) the rights and obligations between the AL NCBs governed by the law of the AL NCB which maintains the PM account of the AL group member whose available credit balance is used as collateral.

#### **Article 11 – Application of the Conditions for TARGET2-NL and [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions]**

1. In relation to each of the AL group members and their respective AL NCBs, the relevant provisions of the Conditions for TARGET2-NL and of [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] shall govern any matter not expressly governed by this agreement.
2. The Conditions for TARGET2-NL and [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] and this agreement shall be deemed to form part of the same contractual relationship.

Made, in as many copies as there are parties,

*On behalf of participant I (a)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of participant I (b)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of participant I (c)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (a)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (b)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (c)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGGREGATED LIQUIDITY AGREEMENT – VARIANT B***(Template for use of the AL mode by one credit institution)***THE UNDERSIGNED:**

- I [insert name of credit institution], having its registered office in [.....], and its business address at \_\_\_\_\_ [P.O. Box/street], represented by [.....] and [.....], acting in the capacity of [.....], hereinafter referred to as ‘the Bank’, acting
- (a) as participant to TARGET2-NL, holder of PM account(s) No [.....], with De Nederlandsche Bank,
- (b) as participant to [.....], holder of PM account(s) No [.....], with [insert name of CB],
- (c) as participant to [.....], holder of PM account(s) No [.....], with [insert name of CB],

these participants (legally forming part of the Bank) hereinafter referred to as the ‘AL group members’, **on the other hand,**

and

- II (a) **De Nederlandsche Bank N.V.**, having its registered office in Amsterdam, and its business address at Westeinde 1 (1017 ZN), hereinafter referred to as ‘DNB’, represented by [.....] and [.....], acting in the capacity of [.....];
- II (b) [insert name of AL-NCB], having its registered office in [.....], and its business address at [.....], hereinafter referred to as [.....], represented by [.....] and [.....], acting in the capacity of [.....];
- II (c) [insert name of AL-NCB], having its registered office in [.....], and its business address at [.....], hereinafter referred to as [.....], represented by [.....] and [.....], acting in the capacity of [.....];

hereinafter referred to as the ‘AL NCBs’, **on the other hand,**

**WHEREAS:**

- (1) TARGET2 is legally structured as a multiplicity of payment systems, each of which is designated as a system under the relevant national legislation implementing Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems<sup>15</sup>.
- (2) A bank with several PM accounts in one or more TARGET2 component systems may, under certain conditions laid down in the respective conditions for participation in TARGET2 component systems, set up an AL group, whereby the liquidity on such PM accounts of the AL group members is aggregated.
- (3) Aggregation of liquidity enables the AL group members to settle payment orders for an amount exceeding the available liquidity on one PM account, provided that the total value of all such payment orders never exceeds the aggregate amount of the available liquidity on all PM accounts of the AL group members. The resulting debit position on one or more of these PM accounts constitutes intraday credit, the provision of which is governed by the respective national arrangements, subject to the modifications described in this agreement; in particular, with regard to such debit position, the available liquidity on all PM accounts of the AL group members is used as cover.
- (4) The effect of this mechanism is in no way to merge the various PM accounts, which, subject to the limitations described in this agreement, continue to be separately held by the AL group members.
- (5) Such a mechanism aims to avoid the fragmentation of liquidity in the different TARGET2 component systems and simplify the liquidity management of the AL group members.
- (6) This mechanism improves the overall efficiency of settlement of payments in TARGET2.
- (7) [Participant], [participant] and [participant] are respectively connected to TARGET2-NL, TARGET2-[insert CB/country reference], and TARGET2-[insert CB/country reference] and are bound by the Conditions for TARGET2-NL and the [insert reference to the arrangement(s) implementing the Harmonised Conditions],

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<sup>15</sup> OJ L 166, 11.6.1998, p. 45.

**HEREBY AGREE AS FOLLOWS:****Article 1 – Definitions**

The terms used in this Agreement shall have the meanings assigned to them in the Conditions for TARGET2-NL.

**Article 2 – Effectiveness of this agreement**

This agreement and any amendment made hereto shall only be effective when the managing NCB, after having obtained any information or documents that it deems appropriate, confirms in writing that this agreement or amendments thereto comply with the requirements laid down in the respective conditions for participation in TARGET2 component systems.

**Article 3 – Mutual interest of AL NCBs**

The AL NCBs have a mutual interest in providing intraday credit to the AL group members, as this promotes the overall efficiency of settling payments in TARGET2. The intraday credit is collateralised in accordance with Article 18 of the Statute of the European System of Central Banks and of the European Central Bank since with regard to the debit balance resulting from the execution of a payment order, the available liquidity on the PM accounts held by the AL group members with their respective AL NCBs is used as cover for the discharge of the obligations owed by the AL group members to the AL NCBs.

**Article 4 – AL group members' rights and obligations**

1. The Bank shall be liable towards all AL NCBs in relation to all claims resulting from the settlement in their respective TARGET2 component systems of the payment orders of any AL group member.
2. The total value of all payment orders settled by the AL group members on their PM accounts may never exceed the aggregate amount of the available liquidity on all such PM accounts.
3. The AL group members shall be authorised to use the consolidated account information (CAI) mode, as described in Article 24 of the Conditions for TARGET2-NL and in [insert the reference to the other applicable arrangement(s) implementing the Harmonised Conditions].

**Article 5 – AL NCBs' rights and obligations**

1. When the AL group member submits a payment order to a TARGET2 component system for an amount exceeding the available liquidity on that AL group member's PM account, the relevant AL NCB shall extend intraday credit that is covered by the available liquidity on other PM accounts held by the AL group member with its respective AL NCB or on PM

accounts held by other AL group members with their respective AL NCBs. Such intraday credit shall be governed by the rules applicable to the provision of intraday credit by such AL NCBs.

2. Payment orders submitted by the AL group members which have the effect of exceeding the available liquidity on all PM accounts of the AL group members shall be queued until sufficient liquidity is available.
3. Each AL NCB has an independent right to claim the full discharge of all obligations resulting from the settlement of payment orders of the AL group members in the TARGET2 component systems in which they hold PM accounts.

#### **Article 6 – Designation and role of the AL group manager**

1. The AL group members hereby designate as AL group manager [indicate the participant designated as AL group manager], which shall be the contact point for all administrative matters relating to the AL group.
2. The AL group members shall provide the relevant AL NCBs with any information which may affect the validity, enforceability and implementation of this agreement, including, without limitation, the occurrence of any events of default within the meaning of Article 1 of the Conditions for TARGET2-NL and of [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions] or any event which may affect the validity and/or enforceability of (1) the pledge or (2) the netting, as referred to in Article 40 of the Conditions for TARGET2-NL and of [insert reference to the pledge, close-out netting provisions or any other relevant provisions of the other applicable arrangement(s) implementing the Harmonised Conditions].
3. The AL group manager shall immediately convey to the managing NCB any information described in paragraph 2.
4. The AL group manager shall be responsible in respect of intraday monitoring of the liquidity available within the AL group.
5. The AL group manager shall have power of attorney over all PM accounts of the AL group members and, in particular, shall conduct the following operations:
  - (a) Any ICM operations in respect of the AL group members' PM accounts, including, but not limited to, any change in priority of a payment order, revocation, change of settlement time, liquidity transfers (including from and to sub-accounts), reordering of queued transactions, reservation of liquidity in respect of the AL group and setting and changes of limits in respect of the AL group;
  - (b) all end-of-day liquidity transactions between the PM accounts of the AL group members ensuring that all balances of the AL group members' PM accounts are levelled out, so that none of these accounts have a debit balance at the end of the day

or, where applicable, a debit balance not secured by eligible collateral (hereinafter such procedure is referred to as ‘levelling out’);

- (c) general instructions according to which an automatic levelling out shall be performed, i.e. defining the sequence of AL group members’ PM accounts with available liquidity to be debited within the levelling out;
- (d) in the absence of any explicit instructions by the AL group manager, as set out in points (b) and (c), an automatic levelling out shall be performed starting with the PM account with the highest credit balance towards the PM account with the highest debit balance.

The same rules as defined in points (c) and (d) shall be used if an enforcement event, as defined in Article 1 of the Conditions for TARGET2-NL and in [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions], occurs.

#### **Article 7 – Role of the managing NCB**

1. The managing NCB shall be the contact point for all administrative matters relating to the AL group.
2. All of the AL NCBs shall immediately provide the managing NCB with any information relating to the AL group member which may affect the validity, enforceability and implementation of this agreement, including, but not limited to, the occurrence of any events of default within the meaning of Article 1 of the Conditions for TARGET2-NL and of [insert reference to the relevant provisions in the other applicable arrangement(s) implementing the Harmonised Conditions] or events which may affect the validity and/or enforceability of (1) the pledge or (2) the netting, as referred to in Article 40 of the Conditions for TARGET2-NL and in [insert reference to the pledge, close-out netting provisions or any other relevant provisions of the arrangement(s) implementing the Harmonised Conditions].
3. The managing NCB shall have access to all relevant information in respect of all PM accounts of the AL group members, including, but not limited to, information in respect of any credit line, the balance, total turnover, settled payments, queued payments, as well as information on the AL group’s limits and liquidity reservations.

#### **Article 8 – Duration and termination of this agreement**

1. This agreement shall be of unlimited duration.
2. The Bank may unilaterally terminate the participation of AL group members in this agreement, provided it gives 14 business days’ written notice to the AL NCB in whose TARGET2 component system is participated and to the managing NCB. The managing NCB shall confirm to the AL group member the date of its termination of participation in

- the AL agreement and shall communicate such date to all AL NCBs which shall inform their AL group members accordingly. If that AL group member was the AL group manager, the Bank shall immediately appoint a new AL group manager.
3. This agreement shall automatically be terminated without prior notice and with immediate effect if the requirements for using the AL mode, as described in Article 25 of the Conditions for TARGET2-NL and in [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] are no longer met.
  4. Notwithstanding the occurrence of an event described in paragraph 3, a payment order that has already been submitted by the AL group member into the relevant TARGET2 component system shall remain valid and enforceable in respect of all AL group members and the AL NCBs. In addition, (1) the pledge and (2) the netting as referred to in Article 40 of the Conditions for TARGET2-NL and in [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] shall remain valid after the termination of this agreement until all debit positions on the PM accounts whose liquidity was aggregated are fully discharged by the AL group members.
  5. Without prejudice to paragraph 3, the managing NCB, in agreement with the AL NCBs, may at any time terminate this agreement if any AL group member is in breach of any of the provisions hereof. Such decision shall be addressed in writing to all the AL group members setting out the reasons for the decision.
  6. The managing NCB, in agreement with the other AL NCBs, may terminate this agreement if the maintenance of it would endanger the overall stability, soundness and safety of TARGET2 or jeopardise the performance by the AL NCBs of their tasks pursuant to the Statute of the European System of Central Banks and of the European Central Bank. Any decision to terminate this agreement shall be addressed in writing to the AL group members, setting out the reasons for the decision.

#### **Article 9 – Amendment procedure**

Any change to this agreement, including the extension of the AL group to other participants, shall only be valid and enforceable if expressly agreed to by all parties in writing.

#### **Article 10 – Governing law**

This agreement shall be governed, construed and implemented in accordance with Dutch law. This shall be without prejudice to:

1. the relationship between the AL group members and their respective AL NCBs governed by the law of the respective AL NCB, and
2. the rights and obligations between the AL NCBs governed by the law of the AL NCB which maintains the PM account in which available liquidity is used as collateral.

**Article 11 – Application of the Conditions for TARGET2-NL and of [insert reference to the arrangement(s) implementing the Harmonised Conditions]**

1. In relation to each of the PM accounts of the AL group members, the relevant provisions of the Conditions for TARGET2-NL and of [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] shall govern any matter not expressly governed by this agreement.
2. The Conditions for TARGET2-NL and [insert reference to the other applicable arrangement(s) implementing the Harmonised Conditions] and this agreement shall be deemed to form part of the same contractual relationship.

Made, in as many copies as there are parties, the [...date....]

*On behalf of the credit institution I*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (a)*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (b)*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*On behalf of AL NCB II (c)*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART B - CONDITIONS FOR  
PARTICIPATION IN TARGET2-NL USING INTERNET-BASED ACCESS**

**Article 1 – Scope**

The Conditions set out in Part A apply to participants using internet-based access to one or more PM accounts subject to the provisions of this Part B.

**Article 2 - Definitions**

1. For the purposes of this Part B, in addition to the definitions laid down in Part A, the following definitions apply:
  - “**certificate holder**” means a named, individual person, identified and designated by a TARGET2 participant as authorised to have internet-based access to the participant’s TARGET2 account. Its application for certificates will have been verified by the PM account holder’s home NCB and transmitted to the certification authorities, which will in turn have delivered certificates binding the public key with the credentials that identify the participant,
  - “**certification authorities**” means one or more NCBs designated as such by the Governing Council of the ECB to act on behalf of the Eurosystem to issue, manage, revoke and renew electronic certificates,
  - “**electronic certificates**” or “certificates” means an electronic file, issued by the certification authorities, that binds a public key with an identity and which is used for the following: to verify that a public key belongs to an individual, to authenticate the holder, to check a signature from this individual or to encrypt a message addressed to this individual. Certificates are held on a physical device such as a smart card or USB stick, and references to certificates include such physical devices. The certificates are instrumental in the authentication process of the PM account holders accessing TARGET2 through the internet and submitting payment messages or control messages,
  - “**internet-based access**” means that the PM account holder has opted for a PM account that can only be accessed via the internet and the PM account holder submits payment messages or control messages to TARGET2 by means of the internet,
  - “**internet service provider**” means the company or organisation, i.e. the gateway, used by the TARGET2 participant for the purpose of accessing their PM account using internet-based access.

For the purposes of this Annex the definition of “payment order” is amended as follows:

- “**payment order**” means a credit transfer order, a liquidity transfer order or a direct debit instruction.

### **Article 3 - Inapplicable provisions**

The following provisions of Part A shall not apply with regard to internet-based access: Article 4(1)(c) and (g); Article 5(2), (3) and (4); Articles 6 and 7; Article 11(8); Article 14(1)(a); Article 17(2); Articles 23 to 26; Article 45; and Appendices I, VI and VII.

### **Article 4 - Supplemental and modified provisions**

The following provisions of Part A shall apply with regard to internet-based access as modified below:

1. Article 2(4) is replaced by the following:

“4. The following Appendices form an integral part of these Conditions and apply to participants accessing a PM account using internet-based access:

Appendix IA to Part B: Technical specifications for the processing of payment orders for internet-based access

Appendix IIA to Part B: Fee schedule and invoicing for internet-based access

Appendix II to Part A: TARGET2 compensation scheme

Appendix III to Part A: Terms of reference for capacity and country opinions

Appendix IV to Part A, except paragraph 7(b) thereof: Business continuity and contingency procedures

Appendix V to Part A: Operating schedule”

2. Article 3 is modified as follows:

- (a) Paragraph 1 is replaced by the following:

“1. TARGET2 provides real-time gross settlement for payments in euro, with settlement in central bank money across PM accounts.”

- (b) Paragraph 2 is replaced by the following

“2. The following payment orders are processed in TARGET2-NL:

- (a) payment orders directly resulting from or made in connection with Eurosystem monetary policy operations;
- (b) settlement of the euro leg of foreign exchange operations involving the Eurosystem;
- (c) settlement of euro transfers resulting from transactions in cross-border large-value netting systems;

- (d) settlement of euro transfers resulting from transactions in euro retail payment systems of systemic importance; and
    - (e) any other payment orders in euro addressed to TARGET2 participants.”
  - (c) the following paragraph 2a is inserted:
    - “2a. In the interests of clarity, for technical reasons, internet-based participants shall not be able to make PM to DCA liquidity transfer orders.”
  - (d) Paragraph 4 is replaced by the following:
    - “4. DNB is the provider of services under these Conditions. Acts and omissions of the SSP-providing CBs and/or of the certification authorities shall be considered acts and omissions of DNB, for which it shall assume liability in accordance with Article 35 below. Participation pursuant to these Conditions shall not create a contractual relationship between participants and the SSP-providing CBs when the latter act in that capacity. Instructions, messages or information which a participant receives from, or sends to, the SSP in relation to the services provided under these Conditions are deemed to be received from, or sent to DNB.”
  - (e) Paragraph 6 is replaced by the following:
    - “6. Participation in TARGET2 takes effect via participation in a TARGET2 component system. These Conditions describe the mutual rights and obligations of participants in TARGET2-NL and DNB. The rules on the processing of payment orders (Title IV) refer to all payment orders submitted or payments received by any TARGET2 participant and shall apply subject to Part B.”
- 3. Article 4(2)(h) is replaced by the following:
  - “(h) credit institutions or any of the entities of the types listed under points (d) to (g), in both cases where these are established in a country with which the Union has entered into a monetary agreement allowing access by any of such entities to payment systems in the Union, subject to the conditions set out in the monetary agreement and provided that the relevant legal regime applying in the country is equivalent to the relevant Union legislation.”
- 4. Article 8 is modified as follows:
  - (a) Paragraph (1)(a)(i) is replaced by the following:
    - “1. To open an internet-accessible PM account in TARGET2-NL, applicant participants shall:
      - (a) fulfil the following technical requirements:

- (i) install, manage, operate and monitor and ensure the security of the necessary IT infrastructure to connect to TARGET2-NL and submit payment orders to it, in accordance with the technical specifications in Appendix IA to Part B. In doing so, applicant participants may involve third parties, but retain sole liability; and”
  - (b) The following paragraph (1)(c) is added:
    - “(c) specify that they wish to access their PM account by means of the internet, and apply for a separate PM account in TARGET2 if they wish in addition to be able to access TARGET2 via the TARGET2 network service provider. Applicants shall submit a duly completed application form for the issuance of the electronic certificates needed to access TARGET2 through internet-based access.”
5. Article 9 is modified as follows:
- (a) Paragraph 3 is replaced by the following:
    - “3. Participants using internet-based access shall only be permitted to view the TARGET2 directory online and may not distribute it either internally or externally.”
  - (b) Paragraph 5 is replaced by the following:
    - “5. Participants acknowledge that DNB and other CBs may publish participants’ names and BICs.”
6. Article 10 is modified as follows:
- (a) Paragraphs 1 and 2 are replaced by the following:
    - “1. DNB shall offer internet-based access described in Part B. Save where otherwise provided in these Conditions or required by law, DNB shall use all reasonable means within its power to perform its obligations under these Conditions, without guaranteeing a result.
    - 2. Participants using internet-based access to TARGET2 shall pay the fees laid down in Appendix IIA to Part B.”
  - (b) The following paragraph 5 is added:
    - “5. Participants shall do both of the following:
      - (a) actively check, at regular intervals throughout each business day, all information made available to them on the ICM, in particular for information relating to important system events (such as messages regarding the settlement of ancillary systems) and events of exclusion or suspension of a participant. DNB shall not be held responsible for

- any losses, direct or indirect, arising from a participant's failure to make these checks; and
- (b) at all times both ensure compliance with the security requirements specified in Appendix IA to Part B, in particular with respect to the safekeeping of certificates, and maintain rules and procedures to ensure that certificate holders are aware of their responsibilities with respect to the safeguarding of certificates.”
7. Article 11 is modified as follows:
- (a) The following paragraph 5a is added:
- “5a. Participants are responsible for the timely update of forms for the issuance of electronic certificates needed to access TARGET2 using internet-based access and for the submission of new forms for the issuance of such electronic certificates to DNB. Participants are responsible for verifying the accuracy of information relating to them that is entered into TARGET2-NL by DNB.”
- (b) Paragraph 6 is replaced by the following:
- “6. DNB shall be deemed to be authorized to communicate to certification authorities any information relating to participants which the certification authorities may need.”
8. Article 12(4) is replaced by the following:
- “4. DNB shall make a daily statement of accounts to any participant that has opted for such service.”
9. Article 13 is replaced by the following:
- “Article 13 – Types of payment orders**
- The following are classified as payment orders for the purposes of TARGET2:
- (a) credit transfer orders;
- (b) direct debit instructions received under a direct debit authorisation. Participants using Internet-based access shall not be able to send direct debit instructions from their PM account; and
- (c) liquidity transfer orders.”
10. Article 14(1)(b) is replaced by the following:
- “(b) the payment message complies with the formatting rules and conditions of TARGET2-NL and passes the double-entry check described in Appendix IA to Part B; and”

11. Article 16(2) is replaced by the following:
  - “2. Participants using internet-based access shall not be allowed to use the AL group functionality in respect of their internet-accessible PM account, or to combine that internet-accessible PM account with any other PM account they hold. Limits may only be set in relation to an AL group in its entirety. Limits shall not be seen in relation to a single PM account of an AL group member.”
  
12. Article 18(3) is replaced by the following:
  - “3. When the Latest Debit Time Indicator is used, the accepted payment order shall be returned as non-settled if it cannot be settled by the indicated debit time. 15 minutes prior to the defined debit time, the instructing participant shall be informed via the ICM, rather than sent an automatic notification via the ICM. Instructing participant may also use the Latest Debit Time Indicator solely as a warning indicator. In such cases, the payment order concerned shall not be returned.”
  
13. Article 21(4) is replaced by the following:
  - “4. At the request of a payer, DNB may decide to change the queue position of a highly urgent payment order (except for highly urgent payment orders in the context of settlement procedures 5 and 6) provided that this change would not affect the smooth settlement by ancillary systems in TARGET2 or would not otherwise give rise to systemic risk.”
  
14. Article 32 is modified as follows:
  - (a) Paragraph 1 is replaced by the following:
    - “1. Participants using internet-based access shall implement adequate security controls, in particular those specified in Appendix IA to Part B, to protect their systems from unauthorised access and use. Participants shall be exclusively responsible for the adequate protection of the confidentiality, integrity and availability of their systems.”
  - (b) The following paragraph 4 is added:
    - “4. Participants using internet-based access shall inform DNB immediately of any event that may affect the validity of the certificates, in particular those events specified in Appendix IA to Part B, including without limitation any loss or improper use.”
  
15. Article 33 is replaced by the following:
  - “1. The ICM:
    - (a) allows participants to input payments;

- (b) allows participants to access information relating to their accounts and to manage liquidity;
    - (c) may be used to initiate liquidity transfer orders; and
    - (d) allows participants to access system messages.
  - 2. Further technical details relating to the ICM to be used in connection with internet-based access are contained in Appendix IA to Part B.”
16. Article 36 is modified as follows:
- (a) Paragraph 1 is replaced with the following:
    - “1. Unless otherwise provided in these Conditions, all payment and payment processing-related messages in relation to TARGET2, such as confirmations of debits or credits, or statement messages, between DNB and participants shall be made available for the participant on the ICM.”
  - (b) Paragraph 3 is replaced by the following:
    - “3. If a participant’s connection fails, the participant shall use the alternative means of transmission of messages laid down in Appendix IV to Part A. In such cases, the saved or printed version of the message produced by DNB shall be accepted as evidence.”
17. Article 38(4)(c) is replaced by the following:
- “(c) Once such an ICM broadcast message has been made available to participants using internet-based access, those participants shall be deemed informed of the termination/- suspension of a participant’s participation in TARGET2-NL or another TARGET2 component system. The participants shall bear any losses arising from the submission of a payment order to participants whose participation has been suspended or terminated if such payment order was entered into TARGET2-NL after the ICM broadcast message was made available.”
18. Article 43(1) is replaced by the following:
- “1. Participants shall be deemed to be aware of, and shall comply with, all obligations on them relating to legislation on data protection, prevention of money laundering and the financing of terrorism, proliferation-sensitive nuclear activities and the development of nuclear weapons delivery systems, in particular in terms of implementing appropriate measures concerning any payments debited or credited on their PM accounts. Prior to entering into a contractual relationship with an internet service provider, participants using internet-based access shall acquaint themselves with that internet service provider’s data retrieval policy.”

19. Article 44(1) is replaced by the following:
- “1. Except where otherwise provided for in these Conditions, all notices required or permitted pursuant to these Conditions shall be sent by registered post, facsimile or otherwise in writing. Notices to DNB shall be submitted the head of DNB’s Payments and Securities Department, Westeinde 1, 1017ZN Amsterdam or to DNB’s BIC address (FLORNL2A). Notices to the participant shall be sent to it at the address, fax number or its BIC address as the participant may from time to time notify to DNB.”
20. Article 49 is replaced by the following: “**Severability**
- If any provision in these Conditions or Part B is or becomes invalid, this shall not prejudice the applicability of all the other provisions of these Conditions or Part B.”

**APPENDIX IA to Part B****TECHNICAL SPECIFICATIONS FOR THE PROCESSING OF  
PAYMENT ORDERS FOR INTERNET-BASED ACCESS**

In addition to the Conditions, the following rules shall apply to the processing of payment orders using internet-based access:

**1. Technical requirements for participation in TARGET2-NL regarding infrastructure, network and formats**

- (1) Each participant using internet-based access must connect to the ICM of TARGET2 using a local client, operating system and internet browser as specified in the annex “Internet-based participation - System requirements for Internet access” to the User Detailed Functional Specifications (UDFS), with settings defined. Each participant’s PM account shall be identified by an eight- or 11-digit BIC. Furthermore, each participant shall pass a series of tests to prove its technical and operational competence before it may participate in TARGET2-NL.
- (2) For the submission of payment orders and the exchange of payment messages in the PM the TARGET2 platform BIC, TRGTXEPMLVP, will be used as the message sender/receiver. Payment orders sent to a participant using internet-based access should identify that receiving participant in the beneficiary institution field. Payment orders made by a participant using internet-based access will identify that participant as the ordering institution.
- (3) Participants using internet-based access shall use public key infrastructure services as specified in the “User Manual: Internet Access for the public-key certification service”.

**2. Payment message types**

- (1) Internet-based participants can make the following types of payments:
  - (a) customer payments, i.e. credit transfers for which the ordering and/or beneficiary customer are not financial institutions,
  - (b) customer payments STP, i.e. credit transfers for which the ordering and/or beneficiary customer are not financial institutions, executed in straight through processing mode,
  - (c) bank-to-bank transfers to request the movement of funds between financial institutions, and
  - (d) cover payments to request the movement of funds between financial institutions related to an underlying customer credit transfer.

In addition, participants using internet-based access to a PM account can receive direct debit orders.

- (2) Participants shall comply with the field specifications, as defined in Chapter 9.1.2.2 of the UDFS, Book 1.
- (3) Field contents shall be validated at the level of TARGET2-NL in accordance with the UDFS requirements. Participants may agree among each other on specific rules regarding the field contents. However, in TARGET2-NL there shall be no specific checks as to whether participants comply with any such rules.
- (4) Participants using internet-based access may make cover payments via TARGET2, i.e. payments made by correspondent banks to settle (cover) credit transfer messages which are submitted to a customer's credit institution by other, more direct means. Customer details contained in these cover payments shall not be displayed in the ICM.

### 3. Double-entry check

- (1) All payment orders shall pass a double-entry check, the aim of which is to reject payment orders that have been submitted more than once by mistake.
- (2) The following fields of the message types shall be checked:

Details	Part of the message	Field
Sender	Basic Header	BIC Address
Message Type	Application Header	Message Type
Receiver	Application Header	Destination Address
Transaction Reference Number (TRN)	Text Block	:20
Related Reference	Text Block	:21
Value Date	Text Block	:32
Amount	Text Block	:32

- (3) If all the fields described in point 2 in relation to a newly submitted payment order are identical to those in relation to a payment order that has already been accepted, the newly submitted payment order shall be returned.

### 4. Error codes

If a payment order is rejected, an abort notification shall be provided via the ICM indicating the reason for the rejection by using error codes. The error codes are defined in Chapter 9.4.2 of the UDFS.

**5. Predetermined settlement times**

- (1) For payment orders using the Earliest Debit Time Indicator, the codeword “/FROTIME/” shall be used.
- (2) For payment orders using the Latest Debit Time Indicator, two options shall be available.
  - (a) Codeword “/REJTIME/”: if the payment order cannot be settled by the indicated debit time, the payment order shall be returned.
  - (b) Codeword “/TILTIME/”: if the payment order cannot be settled by the indicated debit time, the payment order shall not be returned but shall be kept in the relevant queue.

Under both options, if a payment order with a Latest Debit Time Indicator is not settled 15 minutes prior to the time indicated therein, a notification shall automatically be provided via the ICM.

- (3) If the codeword “/CLSTIME/” is used, the payment shall be treated in the same way as a payment order referred to in point 2(b).

**6. Settlement of payment orders in the entry disposition**

- (1) Offsetting checks and, if appropriate, extended offsetting checks (both terms as defined in paragraphs 2 and 3) shall be carried out on payment orders entered into the entry disposition to provide quick, liquidity-saving gross settlement of payment orders.
- (2) An offsetting check shall determine whether the payee’s payment orders that are at the front of the highly urgent or, if inapplicable, the urgent queue are available to be offset against the payer’s payment order (hereinafter “offsetting payment orders”). If an offsetting payment order does not provide sufficient funds for the respective payer’s payment order in the entry disposition, it shall be determined whether there is sufficient available liquidity on the payer’s PM account.
- (3) If the offsetting check fails, DNB may apply an extended offsetting check. An extended offsetting check determines whether offsetting payment orders are available in any of the payee’s queues regardless of when they joined the queue. However, if in the queue of the payee there are higher priority payment orders addressed to other TARGET2 participants, the FIFO principle may only be breached if settling such an offsetting payment order would result in a liquidity increase for the payee.

**7. Settlement of payment orders in the queue**

- (1) The treatment of payment orders placed in queues depends on the priority class to which it was designated by the instructing participant.
- (2) Payment orders in the highly urgent and urgent queues shall be settled by using the offsetting checks described in paragraph 6, starting with the payment order at the front of the queue in cases where there is an increase in liquidity or there is an intervention at

queue level (change of queue position, settlement time or priority, or revocation of the payment order).

- (3) Payments orders in the normal queue shall be settled on a continuous basis including all highly urgent and urgent payment orders that have not yet been settled. Different optimisation mechanisms (algorithms) are used. If an algorithm is successful, the included payment orders will be settled; if an algorithm fails, the included payment orders will remain in the queue. Three algorithms (1 to 3) shall be applied to offset payment flows. By means of Algorithm 4, settlement procedure 5 (as defined in Chapter 2.8.1 of the UDFS) shall be available for the settlement of payment instructions of ancillary systems. To optimise the settlement of highly urgent ancillary system transactions on participants' sub-accounts, a special algorithm (Algorithm 5) shall be used.

- (a) Under Algorithm 1 (“all-or-nothing”) DNB shall, both for each relationship in respect of which a bilateral limit has been set and also for the total sum of relationships for which a multilateral limit has been set:
- (i) calculate the overall liquidity position of each TARGET2 participant's PM account by establishing whether the aggregate of all outgoing and incoming payment orders pending in the queue is negative or positive and, if it is negative, check whether it exceeds that participant's available liquidity (the overall liquidity position shall constitute the “total liquidity position”); and
  - (ii) check whether limits and reservations set by each TARGET2 participant in relation to each relevant PM account are respected.

If the outcome of these calculations and checks is positive for each relevant PM account, DNB and other CBs involved shall settle all payments simultaneously on the PM accounts of the TARGET2 participants concerned.

- (b) Under Algorithm 2 (“partial”) DNB shall:
- (i) calculate and check the liquidity positions, limits and reservations of each relevant PM account as under Algorithm 1; and
  - (ii) if the total liquidity position of one or more relevant PM accounts is negative, extract single payment orders until the total liquidity position of each relevant PM account is positive.

Thereafter, DNB and the other CBs involved shall, provided there are sufficient funds, settle all remaining payments (except the extracted payment orders) simultaneously on the PM accounts of the TARGET2 participants concerned.

When extracting payment orders, DNB shall start from the TARGET2 participant's PM account with the highest negative total liquidity position and from the payment order at the end of the queue with the lowest priority. The selection process shall only run for a short time, to be determined by DNB at its discretion.

- (c) Under Algorithm 3 (“multiple”) DNB shall:

- (i) compare pairs of TARGET2 participants' PM accounts to determine whether queued payment orders can be settled within the available liquidity of the two TARGET2 participants' PM accounts concerned and within the limits set by them (by starting from the pair of PM accounts with the smallest difference between the payment orders addressed to each other), and the CB(s) involved shall book those payments simultaneously on the two TARGET2 participants' PM accounts; and
- (ii) if, in relation to a pair of PM accounts as described under point (i), liquidity is insufficient to fund the bilateral position, extract single payment orders until there is sufficient liquidity. In this case the CB(s) involved shall settle the remaining payments, except the extracted ones, simultaneously on the two TARGET2 participants' PM accounts.

After performing the checks specified under points (i) to (ii), DNB shall check the multilateral settlement positions (between a participant's PM account and other TARGET2 participants' PM accounts in relation to which a multilateral limit has been set). For this purpose, the procedure described under points (i) to (ii) shall apply *mutatis mutandis*.

- (d) Under Algorithm 4 ("partial plus ancillary system settlement") DNB shall follow the same procedure as for Algorithm 2, but without extracting payment orders in relation to the settlement of an ancillary system (which settles on a simultaneous multilateral basis).
  - (e) Under Algorithm 5 ("ancillary system settlement via sub-accounts") DNB shall follow the same procedure as for Algorithm 1, subject to the modification that DNB shall start Algorithm 5 via the Ancillary System Interface and shall only check whether sufficient funds are available on participants' sub-accounts. Moreover, no limits and reservations shall be taken into account. Algorithm 5 shall also run during night-time settlement.
- (4) Payment orders entered into the entry disposition after the start of any of algorithms 1 to 4 may nevertheless be settled immediately in the entry disposition if the positions and limits of the TARGET2 participants' PM accounts concerned are compatible with both the settlement of these payment orders and the settlement of payment orders in the current optimisation procedure. However, two algorithms shall not run simultaneously.
  - (5) During daytime processing the algorithms shall run sequentially. As long as there is no pending simultaneous multilateral settlement of an ancillary system, the sequence shall be as follows:
    - (a) algorithm 1,
    - (b) if algorithm 1 fails, then algorithm 2,
    - (c) if algorithm 2 fails, then algorithm 3, or if algorithm 2 succeeds, repeat algorithm 1.

When simultaneous multilateral settlement (“procedure 5”) in relation to an ancillary system is pending, Algorithm 4 shall run.

- (6) The algorithms shall run flexibly by setting a pre-defined time lag between the application of different algorithms to ensure a minimum interval between the running of two algorithms. The time sequence shall be automatically controlled. Manual intervention shall be possible.
- (7) While included in a running algorithm, a payment order shall not be reordered (change of the position in a queue) or revoked. Requests for reordering or revocation of a payment order shall be queued until the algorithm is complete. If the payment order concerned is settled while the algorithm is running, any request to reorder or revoke shall be rejected. If the payment order is not settled, the participant’s requests shall be taken into account immediately.

#### **8. Use of the ICM**

- (1) The ICM may be used for inputting payment orders.
- (2) The ICM may be used for obtaining information and managing liquidity.
- (3) With the exception of warehoused payment orders and static data information, only data in relation to the current business day shall be available via the ICM. The screens shall be offered in English only.
- (4) Information shall be provided in “pull” mode, which means that each participant has to ask to be provided with information. Participants shall check the ICM regularly throughout the business day for important messages.
- (5) Only user-to-application mode (U2A) shall be available for participants using internet-based access. U2A permits direct communication between a participant and the ICM. The information is displayed in a browser running on a PC. Further details are described in the ICM User Handbook.
- (6) Each participant shall have at least one workstation with internet access to access the ICM via U2A.
- (7) Access rights to the ICM shall be granted by using certificates, the use of which is described more fully in paragraphs 10 to 13.
- (8) Participants may also use the ICM to transfer liquidity:
  - (a) from their PM account to their account outside the PM;
  - (b) between the PM account and the participant’s sub-accounts; and
  - (c) from the PM account to the mirror account managed by the ancillary system.

## **9. The UDFS, the ICM User Handbook and the “User Manual: Internet Access for the Public Key Certification Service”**

Further details and examples explaining the above rules are contained in the UDFS and the ICM User Handbook, as amended from time to time and published on DNB website and the TARGET2 website in English, and in the “User Manual: Internet Access for the Public Key Certification Service”.

## **10. Issuance, suspension, reactivation, revocation and renewal of certificates**

- (1) The participant shall request from DNB the issuance of certificates to allow them to access TARGET2-NL using internet-based access.
- (2) The participant shall request from DNB the suspension and reactivation of certificates, as well as the revocation and renewal of certificates, when a certificate holder no longer wishes to have access to TARGET2-NL or if the participant ceases its activities in TARGET2-NL (e.g. as the result of a merger or acquisition).
- (3) The participant shall adopt every precaution and organisational measure to ensure that certificates are used only in conformity with these Conditions.
- (4) The participant shall promptly notify DNB of any material change to any of the information contained in the forms submitted to DNB in connection with the issuance of certificates.
- (5) The participant may have a maximum of five active certificates for each PM account. Upon request, DNB may, at its discretion, apply for the issuance of further certificates from the certification authorities.

## **11. Handling of certificates by the participant**

- (1) The participant shall ensure the safekeeping of all certificates and adopt robust organisational and technical measures to avoid injury to third parties and to ensure that each certificate is only used by the specific certificate holder to which it was issued.
- (2) The participant shall promptly provide all information requested by DNB and guarantee the reliability of that information. Participants shall at all times remain fully responsible for the continued accuracy of all information provided to DNB in connection with the issuance of certificates.
- (3) The participant shall assume full responsibility for ensuring that all of its certificate holders keep their assigned certificates separate from the secret PIN and PUK codes.
- (4) The participant shall assume full responsibility for ensuring that none of its certificate holders use the certificates for functions or purposes other than those for which the certificates were issued.
- (5) The participant shall immediately inform DNB of any request and rationale for suspension, reactivation, revocation or renewal of certificates.

- (6) The participant shall immediately request DNB to suspend any certificates, or the keys contained therein, that are defective or that are no longer in the possession of its certificate holders.
- (7) The participant shall immediately notify DNB of any loss or theft of certificates.

## **12. Security Requirements**

- (1) The computer system that a participant uses to access TARGET2-NL using internet-based access shall be located in premises owned or leased by the participant. Access to TARGET2-NL shall only be allowed from such premises, and, for the avoidance of doubt, no remote access shall be allowed.
- (2) The participant shall run all software on computer systems that are installed and customised in accordance with current international IT security standards, which as a minimum shall include the requirements detailed in paragraphs 12(3) and 13(4). The participant shall establish appropriate measures, including in particular anti-virus and malware protection, anti-phishing measures, hardening, and patch management procedures. All such measures and procedures shall be regularly updated by the participant.
- (3) The participant shall establish an encrypted communication link with TARGET2-NL for internet access.
- (4) User computer accounts in the participant's workstations shall not have administrative privileges. Privileges shall be assigned in accordance with the "least privilege" principle.
- (5) The participant shall at all times protect the computer systems used for TARGET2-NL internet access as follows:
  - (a) They shall protect the computer systems and workstations from unauthorised physical and network access, at all times using a firewall to shield the computer systems and workstations from incoming internet traffic, and the workstations from unauthorised access over the internal network. They shall use a firewall that protects against incoming traffic, as well as a firewall on workstations that ensures that only authorised programs communicate with the outside.
  - (b) Participants shall only be permitted to install on workstations the software that is necessary to access TARGET2-NL and that is authorised under the participant's internal security policy.
  - (c) Participants shall at all times ensure that all software applications that run on the workstations are regularly updated and patched with the latest version. This applies in particular in respect of the operating system, the internet browser and plug-ins.
  - (d) Participants shall at all times restrict outgoing traffic from the workstations to business-critical sites, as well as to sites required for legitimate and reasonable software updates.

- (e) Participants shall ensure that all critical internal flows to or from the workstations are protected against disclosure and malicious changes, especially if files are transferred through a network.
- (6) The participant shall ensure that its certificate holders at all times follow secure browsing practices, including:
  - (a) reserving certain workstations to access sites of the same criticality level and only accessing those sites from those workstations;
  - (b) always restarting the browser session before and after accessing TARGET2-NL internet access;
  - (c) verifying any server's SSL certificate authenticity at each logon to TARGET2-NL internet access;
  - (d) being suspicious of e-mails that appear to come from TARGET2-NL, and never providing the certificate's password if asked for that password, as TARGET2-NL will never ask for a certificate's password in an e-mail or otherwise.
- (7) The participant shall at all times implement the following management principles to alleviate risks to its system:
  - (a) establishing user management practices which ensure that only authorised users are created and remain on the system and maintaining an accurate and up-to-date list of authorised users;
  - (b) reconciling daily payment traffic to detect mismatches between authorised and actual daily payment traffic, both sent and received;
  - (c) ensuring that a certificate holder does not simultaneously browse any other internet site at the same time as it accesses TARGET2-NL.

### **13. Additional security requirements**

- (1) The participant shall at all times ensure by means of appropriate organisational and/or technical measures that user IDs disclosed for the purpose of controlling access rights (Access Right Review) are not abused, and, in particular, that no unauthorised persons gain knowledge of them.
- (2) The participant shall have in place a user administration process to ensure the immediate and permanent deletion of the related user ID in the event that an employee or other user of a system on the premises of a participant leaves the participant's organisation.
- (3) The participant shall have in place a user administration process and shall immediately and permanently block user IDs that are in any way compromised, including in cases where certificates are lost or stolen, or where a password has been phished.
- (4) If a participant is unable to eliminate security-related faults or configuration errors (e.g. resulting from malware infected systems) after three occurrences, the SSP-providing CBs may permanently block all the participant's user IDs.

**APPENDIX IIA to Part B****FEE SCHEDULE AND INVOICING FOR INTERNET-BASED ACCESS****Fees for direct participants**

1. The monthly fee for the processing of payment orders in TARGET2-NL for direct participants shall be EUR 70 per PM account internet access fee plus EUR 150 per PM account plus a flat fee per transaction (debit entry) of EUR 0,80.
2. There shall be an additional monthly fee for direct participants who do not wish the BIC of their account to be published in the TARGET2 directory of EUR 30 per account.
3. DNB shall issue and maintain up to five active certificates per participant for each PM account free of charge. DNB shall charge a fee of EUR 120 for the issuance of a sixth and for each subsequent active certificate. DNB shall charge an annual maintenance fee of EUR 30 for the sixth and for each subsequent active certificate. Active certificates shall be valid for five years.

**Invoicing**

4. In the case of direct participants, the following invoicing rules apply. The direct participant shall receive the invoice for the previous month specifying the fees to be paid, no later than on the fifth business day of the following month. Payment shall be made at the latest on the tenth working day of that month to the account specified by DNB and shall be debited from that participant's PM account.

**PART C- HARMONISED CONDITIONS FOR THE OPENING AND OPERATION OF  
A DEDICATED CASH ACCOUNT IN TARGET2**

**TITLE I  
GENERAL PROVISIONS**

**Article 1 - Definitions**

For the purposes of these Harmonised Conditions (hereinafter the “DCA Conditions”) the following definitions apply, in addition to the definitions from Part A of the Conditions:

- ‘**Immediate liquidity transfer order**’ means an instruction to make a DCA to PM liquidity transfer order, a PM to DCA liquidity transfer order or a DCA to DCA liquidity transfer order in real-time upon the receipt of the said instruction,
- ‘**Predefined liquidity transfer order**’ means an instruction to transfer a specified amount of funds from a DCA to a PM account to be executed only once at a defined time or event,
- ‘**Liquidity adjustment**’ means the authorisation given by the DCA holder, to its participating CSD or DNB by special contractual arrangement duly documented and registered in the Static Data to initiate liquidity transfers between a DCA and a PM Account, or between two DCAs,
- ‘**Standing liquidity transfer order**’ means an instruction to transfer a specified amount of cash or “all cash” available in the T2S DCA from a DCA to a PM account to be executed repetitively at a defined time or event in the T2S processing cycle until the order is deleted or the validity period expires,
- ‘**ISO country code**’ means a code as defined by ISO Standard No 3166-1,
- ‘**business day**’ means any day on which TARGET2 is open for the settlement of payment orders, as set out in Appendix V,
- ‘**euro area NCB**’ means the NCB of a Member State whose currency is the euro,
- ‘**payee**’, except where used in Article 28 of these DCA Conditions, means a TARGET2 participant whose DCA will be credited as a result of a payment order being settled,
- ‘**payer**’, except where used in Article 28 of these DCA Conditions, means a TARGET2 participant whose DCA will be debited as a result of a payment order being settled,

- ‘**4CBs**’ means the Deutsche Bundesbank, Banco de España, Banque de France and Banca d’Italia in their capacity as the CBs building and operating the T2S Platform for the Eurosystem’s benefit,
- ‘**T2S GUI**’ means module on the T2S Platform which allows DCA holders to obtain on-line information and gives them the possibility to submit payment orders,
- ‘**available liquidity**’ means the credit balance on the DCA decreased by the amount of any processed reservations of liquidity or blocking of funds,
- ‘**participating Central Securities Depository**’ or ‘**participating CSD**’ means a CSD that has signed the T2S Framework Agreement,
- ‘**A2A**’ or ‘**Application-to-application**’ means a connectivity mode allowing the DCA holder to exchange information with the software application of the T2S Platform,
- ‘**U2A**’ or ‘**User-to-application**’ means a connectivity mode allowing the DCA holder to exchange information with software applications on the T2S Platform through a graphical user interface,
- ‘**T2S Distinguished Name**’ or ‘**T2S DN**’ means the network address for the T2S Platform which must be included in all messages intended for the system.

## Article 2 - Scope

1. The DCA Conditions form an integral part of the Conditions that govern the relationship between DNB and the DCA account holder.
2. To obviate misunderstandings, the Conditions and the General Terms and Conditions form a single whole, with the result that the rules and procedures they contain also apply to legal relationships referred to in the previous paragraph.
3. In the event of any conflict or inconsistency between the Conditions and the DCA Conditions, the DCA Conditions shall prevail.

## Article 3 - Appendices

1. The following Appendices form an integral part of the DCA Conditions:
  - Appendix I to Part C: Parameters of the dedicated cash accounts – Technical specifications;
  - Appendix II to Part C: TARGET2 compensation scheme in relation to the opening and the operation of the DCA;
  - Appendix III to Part C: Terms of reference for capacity and country opinions;
  - Appendix IV to Part C: Business continuity and contingency procedures;
  - Appendix V to Part C: Operating schedule;
  - Appendix VI to Part C: Fee schedule.

2. In the event of any conflict or inconsistency between the content of any appendix and the content of any other provision in these DCA Conditions, the latter shall prevail.

#### **Article 4 - General description of T2S and TARGET2**

1. TARGET2 provides real-time gross settlement for payments in euro, with settlement in central bank money across PM accounts and DCAs. By virtue of Guideline ECB/2012/27<sup>16</sup>, TARGET2 also provides real-time gross settlement services in respect of T2S transactions for DCA holders having ensured a link with a securities account at a participating CSD. Such services are provided on the T2S Platform, enabling the exchange of standardised messages in respect of the transfers from and to the DCAs opened on the books of the relevant euro area NCB in TARGET2.
2. The following transactions are processed in TARGET2-NL:
  - (a) payment orders directly resulting from or made in connection with Eurosystem monetary policy operations;
  - (b) settlement of the euro leg of foreign exchange operations involving the Eurosystem;
  - (c) settlement of euro transfers resulting from transactions in cross-border large-value netting systems;
  - (d) settlement of euro transfers resulting from transactions in euro retail payment systems of systemic importance;
  - (e) settlement of the cash leg of securities transactions;
  - (f) DCA to DCA liquidity transfer orders, DCA to PM liquidity transfer orders and PM to DCA liquidity transfer orders; and
  - (g) any other payment orders in euro addressed to TARGET2 participants.
3. TARGET2 provides real-time gross settlement for payments in euro, with settlement in central bank money across PM accounts and DCAs. TARGET2 is established and functions on the basis of the SSP through which all payment orders are submitted and processed and through which payments are ultimately received in the same technical manner. As far as the technical operation of the DCAs on T2S is concerned, TARGET2 is technically established and functions on the basis of the T2S Platform.
4. DNB is the provider of services under these Conditions. Acts and omissions of the SSP-providing CBs and the 4CBs shall be considered acts and omissions of DNB, for which it shall assume liability in accordance with Article 21 below. Participation pursuant to these Conditions shall not create a contractual relationship between participants and SSP-providing NCBs or the 4CBs when any of the latter act in that capacity. Instructions, messages or information which a participant receives from, or sends to, the SSP or T2S Platform in relation to the services provided under these Conditions are deemed to be received from, or sent to, DNB.

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<sup>16</sup> Guideline ECB/2012/27 of 5 December 2012 on a Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) (OJ L 30, 30.1.2013, p. 1).

5. TARGET2 is legally structured as a multiplicity of payment systems composed of all the TARGET2 component systems, which are designated as “systems” under the national laws implementing the Settlement Finality Directive. TARGET2-NL is designated as a “system” under Article 212a of the Bankruptcy Act.
6. Participation in TARGET2 takes effect via participation in a TARGET2 component system. These Conditions describe the mutual rights and obligations of DCA holders in TARGET2-NL and DNB. The rules on the processing of payment orders under these Conditions (Title IV of this Part and Appendix I) refer to all payment orders submitted or payments received by any TARGET2 participant.

## TITLE II PARTICIPATION

### Article 5 - Access criteria

1. The following types of entities are eligible to become a DCA holder in TARGET2-NL:
  - (a) credit institutions established in the EEA, including when they act through a branch established in the EEA;
  - (b) credit institutions established outside the EEA, provided that they act through a branch established in the EEA;
  - (c) NCBs of Member States and the ECB;provided that the entities referred to in points (a) and (b) are not subject to restrictive measures adopted by the Council of the European Union or Member States pursuant to Article 65(1)(b), Article 75 or Article 215 of the Treaty, the implementation of which, in the view of DNB, after informing the ECB, is incompatible with the smooth functioning of TARGET2.
2. DNB may, at its discretion, also admit the following entities as DCA holders:
  - (a) treasury departments of central or regional governments of Member States active in the money markets;
  - (b) public sector bodies of Member States authorised to hold accounts for customers;
  - (c) investment firms established in the EEA;
  - (d) entities managing ancillary systems and acting in that capacity; and
  - (e) credit institutions or any of the entities of the types listed in points (a) to (d), in both cases where these are established in a country with which the Union has entered into a monetary agreement allowing access by any of such entities to payment systems in the Union subject to the conditions set out in the monetary agreement and provided that the relevant legal regime applying in the country is equivalent to the relevant Union legislation.
3. Electronic money institutions within the meaning of Section 1:1 of the *Wft* are not entitled to participate in TARGET2-NL.

### Article 6 - Application procedure

1. The access criteria of the provisions of DNB implementing Article 5 shall:
  - (a) fulfil the following technical requirements:
    - (i) install, manage, operate and monitor as well as ensure the security of the necessary IT infrastructure to provide a technical connection to the SSP and/or the T2S Platform and submit payment orders to it. In doing so, applicant participants may involve third parties, but retain sole liability. In particular, when connecting directly to the T2S Platform, applicant DCA holders shall enter into an agreement with a T2S network service provider to obtain the

- necessary connection and admissions, in accordance with the technical specifications in Appendix I to Part C; and
- (ii) have passed the certification testing and obtained the authorisation required by DNB; and
- (b) fulfil the following legal requirements:
    - (i) provide a capacity opinion in the form specified in Appendix III to Part C, unless the information and representations to be provided in such capacity opinion have already been obtained by DNB in another context; and
    - (ii) for credit institutions established outside the EEA, acting through a branch established in the EEA, provide a country opinion in the form specified in Appendix III to Part C, unless the information and representations to be provided in such country opinion have already been obtained by DNB in another context.
2. Entities wishing to open a DCA shall apply in writing to DNB, as a minimum enclosing the following documents/information:
- (a) completed static data collection forms as provided by DNB,
  - (b) the capacity opinion, if required by DNB, and
  - (c) the country opinion, if required by DNB.
3. DNB may also request any additional information it deems necessary to decide on the application to participate.
4. DNB shall reject the application to open a DCA if:
- (a) access criteria referred to in Article 5 are not met;
  - (b) one or more of the participation criteria referred to in paragraph 1 are not met; and/or
  - (c) in DNB's assessment, opening a DCA would endanger the overall stability, soundness and safety of TARGET2-NL or of any other TARGET2 component system, or would jeopardise DNB's performance of its tasks as described in the Banking Act 1998 and the Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence. DNB shall promptly notify the ECB of any such rejection.
5. DNB shall communicate its decision on the application to open a DCA to the applicant within one month of DNB's receipt thereof. Where DNB requests additional information pursuant to paragraph 3, the decision shall be communicated within one month of DNB's receipt of this information from the applicant. Any rejection decision shall contain reasons for the rejection.

#### **Article 7 - DCA holders**

DCA holders in TARGET2-NL shall comply with the requirements set out in Article 6. They shall have at least one DCA with DNB.

**Article 8 - Links between securities accounts and DCAs**

1. A DCA holder may request DNB to link its DCA to one or more securities account(s) held on its own behalf or on behalf of its clients which hold securities accounts in one or more participating CSD.
2. DCA holders linking their DCA to securities account(s) on behalf of clients as set out in paragraph 1 are responsible for establishing and maintaining the list of linked securities accounts and, where relevant, the set-up of the client-collateralisation feature.
3. As a result of the request under paragraph 1, the DCA holder is deemed to have given a mandate to the CSD where such linked securities accounts are maintained to debit the DCA with the amounts resulting from securities transactions taking place on these securities accounts.
4. Paragraph 3 shall apply regardless of any agreements the DCA holder has with the CSD and/or the securities account holders.

### **TITLE III**

#### **OBLIGATIONS OF THE PARTIES**

##### **Article 9 - Obligations of DNB and the DCA holders**

1. DNB shall open upon request of the DCA holder and operate one or more DCA(s) denominated in euro. Save where otherwise provided in these Conditions or required by law, DNB shall use all reasonable means within its power to perform its obligations under these Conditions, without guaranteeing a result.
2. The fees for DCA services are laid down in Appendix VI to Part C. The holder of the Main PM account to which the DCA is linked is liable for paying these fees.
3. DCA holders shall ensure that they are connected to TARGET2-NL on business days, in accordance with the operating schedule in Appendix V to Part C.
4. The DCA holder represents and warrants to DNB that the performance of its obligations under these Conditions does not breach any law, regulation or by-law applicable to it or any agreement by which it is bound.
5. DCA holders shall ensure that the liquidity in the DCA during the day is properly managed. This obligation shall include but is not limited to obtaining regular information on their liquidity position. DNB shall provide a daily statement of accounts to any DCA holder that has opted for such service on the T2S Platform provided that the DCA holder is connected to the T2S Platform via a T2S network service provider.

##### **Article 10 - Cooperation and information exchange**

1. In performing their obligations and exercising their rights under these Conditions, DNB and the DCA holders shall cooperate closely to ensure the stability, soundness and safety of TARGET2-NL. They shall provide each other with any information or documents relevant for the performance of their respective obligations and the exercise of their respective rights under these Conditions, without prejudice to any banking secrecy obligations.
2. DNB shall establish and maintain a system support desk to assist DCA holders in relation to difficulties arising in connection with system operations.
3. Up-to-date information on the operational status of the TARGET2 platform and the T2S Platform shall be available on the TARGET2 Information System (T2IS) and the T2-Securities Information System (T2SIS) respectively. The T2IS and the T2SIS may be used to obtain information on any event affecting the normal operation of the respective platforms.
4. DNB may communicate messages to DCA holders either by means of broadcast messages or by any other means of communication. DCA holders may collect information via the ICM, to the extent they also hold a PM account, or otherwise via the T2S GUI.
5. DCA holders are responsible for the timely update of existing static data collection forms and the submission of new static data collection forms to DNB. DCA holders are

responsible for verifying the accuracy of information relating to them that is entered into TARGET2-NL by DNB.

6. DNB shall be deemed to be authorised to communicate to the SSP-providing NCBs or the 4CBs any information relating to DCA holders which the former may need in their role as service administrators, in accordance with the contract entered into with the TARGET2 network service provider and/or the T2S network service provider.
7. DCA holders shall inform DNB about any change in their legal capacity and relevant legislative changes affecting issues covered by the country opinion relating to them.
8. DCA holders shall inform DNB of:
  - (a) any new holder of a securities account linked to the DCA pursuant to Article 8(1), which they accept; and
  - (b) any changes related to the holders of securities accounts listed in point (a).
9. DCA holders shall immediately inform DNB if an event of default occurs in relation to themselves.

#### **Article 11 - Designation, suspension or termination of the Main PM account**

1. The DCA holder shall designate a Main PM account to which the DCA is linked. The Main PM account may be held in a TARGET2 component system other than DNB and may belong to a different legal entity from the DCA holder.
2. A participant using internet based access cannot be designated as a Main PM account holder.
3. If the holder of the Main PM account and the holder of the DCA are different legal entities and in the event that the participation of that designated Main PM account holder is suspended or terminated, DNB and the DCA holder shall take all reasonable and practicable steps to mitigate any ensuing damage or loss. The DCA holder shall take all necessary steps to designate a new Main PM account without undue delay which will then be liable for any outstanding invoices. On the day of the suspension or termination of the Main PM account holder and until a new Main PM account holder has been designated, any funds remaining on the DCA at the end of the day shall be moved to an account of DNB. These funds will be subject to the remuneration conditions of Article 12(2) of Part A of the Conditions, as updated from time to time.
4. DNB shall not be liable for any losses incurred by the DCA holder as a consequence of the suspension or termination of the Main PM account holder's participation.

**TITLE IV****OPENING AND MANAGEMENT OF THE DCA AND PROCESSING OF OPERATIONS****Article 12 - Opening and management of the DCA**

1. DNB shall open and operate at least one DCA for each DCA holder. A DCA shall be identified by means of a unique 34 character account number which will be structured as follows.

	<b>Name</b>	<b>Format</b>	<b>Content</b>
Part A	Account type	1 char. exactly	'C' for cash account
	Country code of the central bank	2 char. exactly	ISO country code 3166-1
	Currency code	3 char. exactly	EUR
Part B	Account holder	11 char. exactly	BIC Code
Part C	Sub-classification of the account	Up to 17 char.	Free text (alphanumeric) to be provided by the DCA holder

2. No debit balance shall be allowed on DCAs.
3. The DCA shall not hold any funds overnight. At the beginning and end of a business day, there shall be a zero balance on the DCAs. DCA holders shall be deemed to have instructed DNB to transfer any remaining balance at the end of a business day as defined in Appendix V to Part C to the Main PM account referred to in Article 11(1).
4. The DCA shall only be used within the period between the T2S start-of-day and T2S end-of-day as defined in the T2S User Detailed Functional Specifications (UDFS).
5. DCAs shall be interest free.

**Article 13 - Operations that may be carried out through the DCA**

Subject to the DCA holder designating the necessary securities account(s), the DCA holder may carry out the following operations through the DCA either on its own behalf or on behalf of its customers:

- (a) DCA to PM liquidity transfer orders;
- (b) DCA to DCA liquidity transfer orders;
- (c) the settlement of cash instructions stemming from the T2S Platform; and
- (d) cash transfers between the DCA and the DCA of DNB in the particular context of paragraphs 8 and 9 of Part D.

**Article 14 - Acceptance and rejection of payment orders**

1. Payment orders submitted by DCA holders are deemed accepted by DNB if:

- (a) the payment message complies with the rules established by the T2S network service provider;
  - (b) the payment message complies with the formatting rules and conditions of TARGET2-NL and passes the double-entry check described in Appendix I to Part C; and
  - (c) in cases where a payer or a payee has been suspended, the suspended participant's CB's explicit consent has been obtained.
2. DNB shall immediately reject any payment order that does not fulfil the conditions laid down in paragraph 1. DNB shall inform the DCA holder of any rejection of a payment order, as specified in Appendix I to Part C.
3. The T2S Platform determines the timestamp for the processing of payment orders on the basis of the time when it receives and accepts the payment order.

#### **Article 15 - Reservation and blocking of liquidity**

1. Participants may reserve or block liquidity on their DCA. This does not constitute a settlement guarantee vis-à-vis any third party.
2. By requesting to reserve or block an amount of liquidity, a participant instructs DNB to decrease the available liquidity by this amount.
3. A reservation request is an instruction by which, if the available liquidity is equal to or higher than the amount to be reserved, the reservation is processed. If the available liquidity is lower, it is reserved and the shortfall may be met by incoming liquidity until the full amount of the reservation is available.
4. A blocking request is an instruction by which, if the available liquidity is equal to or higher than the amount to be blocked, the blocking request is processed. If the available liquidity is lower, no amount is blocked and the blocking request is resubmitted, until the full amount of the blocking request can be met by available liquidity.
5. The participant may at any time during the business day on which a request to reserve or block liquidity has been processed, instruct DNB to cancel the reservation or blocking. Partial cancellation shall not be permitted.
6. All requests for reservation or blocking of liquidity under this article shall expire at the end of the business day.

#### **Article 16 - Moment of entry, moment of irrevocability**

1. For the purposes of the first sentence of Article 3(1) and Article 5 of Directive 98/26/EC and Article 212b of the Bankruptcy Act (*Faillissementswet*), DCA to DCA liquidity transfer orders or DCA to PM liquidity transfer orders are deemed entered into TARGET2-NL and are irrevocable at the moment that the relevant DCA holder's DCA is debited. PM to DCA liquidity transfer orders are governed by the Harmonised Conditions for the

Opening and Operation of a PM account in TARGET2 applicable to the TARGET2 component system from which they originate.

2. For the purposes of the first sentence of Article 3(1) and Article 5 of Directive 98/26/EC and Article 212b of the Bankruptcy Act and for all transactions settling on DCAs and which are subject to matching of two separate transfer orders, such transfer orders are deemed entered into TARGET2-NL and are irrevocable at the moment that the relevant DCA holder's DCA is debited.
3. An agreement is to be signed between the Eurosystem CBs and the connected NCBs, on the one hand, and all CSDs participating in T2S, on the other hand, on the exchange of information in the event of the insolvency of a participant, and the liability of each of the signatories to the agreement. Two weeks after the ECB has confirmed to all of the agreement's signatories that procedures for the exchange of the abovementioned information have been established and approved by all parties thereto, the rules provided for in paragraph 2 shall be replaced by the following:
  - (a) For all transactions settling on DCAs and which are subject to matching of two separate transfer orders, such transfer orders are deemed entered into TARGET2-NL at the moment at which they have been declared compliant with the technical rules of T2S by the T2S Platform and irrevocable at the moment the transaction has been given the status "matched" on the T2S Platform; or
  - (b) As an exception to point (a), for transactions involving one participating CSD having a separate matching component where transfer orders are sent directly to that participating CSD to be matched in its separate matching component, transfer orders are deemed entered into TARGET2-NL at the moment at which they have been declared compliant with the technical rules of T2S by that participating CSD and irrevocable from the moment the transaction has been given the status "matched" on the T2S Platform. A list of CSDs for which this point (b) applies is available on the website of the ECB.

**TITLE V****SECURITY REQUIREMENTS, CONTINGENCY ISSUES AND USER INTERFACES****Article 17 - Business continuity and contingency procedures**

In the event of an abnormal external event or any other event which affects transactions on the DCAs, the business continuity and contingency procedures described in Appendix IV to Part C shall apply.

**Article 18 - Security requirements**

1. DCA holders shall implement adequate security controls to protect their systems from unauthorised access and use. DCA holders shall be exclusively responsible for adequate protection to ensure the confidentiality, integrity and availability of their systems.
2. DCA holders shall inform DNB of any security-related incidents in their technical infrastructure and, where appropriate, security-related incidents that occur in the technical infrastructure of the third party providers. DNB may request further information about the incident and request that the DCA holders take appropriate measures to prevent a recurrence of such an event.
3. DNB may impose additional security requirements on all DCA holders and/or on DCA holders that are considered critical by DNB.

**Article 19 - User interfaces**

1. The DCA holder, or the Main PM account holder acting on its behalf, shall use either one or both of the following means to access that DCA:
  - (a) direct connection to the T2S Platform in either U2A or A2A modes; or
  - (b) the TARGET2 ICM in combination with TARGET2 value-added services for T2S.
2. A direct connection to the T2S Platform allows DCA holders:
  - (a) to access and, when applicable, amend information relating to their accounts;
  - (b) to manage liquidity and to initiate liquidity transfer orders from the DCAs.
3. The TARGET2 ICM in combination with TARGET2 value-added services for T2S allows the holder of the Main PM account:
  - (a) to access information relating to their accounts;
  - (b) to manage liquidity and to initiate liquidity transfer orders to and from the DCAs.
4. Further technical details relating to the TARGET2 ICM are contained in Appendix I to Part A of the Conditions.

**TITLE VI**  
**COMPENSATION, LIABILITY REGIME AND EVIDENCE**

**Article 20 - Compensation scheme**

In the event that funds remain overnight on a DCA due to a technical malfunction of either the SSP or the T2S Platform, DNB shall offer to compensate the participants concerned in accordance with the special procedure laid down in Appendix II to Part C.

**Article 21 - Liability regime**

1. In performing their obligations pursuant to these Conditions, DNB and the DCA holders shall be bound by a general duty of reasonable care in relation to each other.
2. DNB shall be liable to its DCA holders in cases of fraud (including but not limited to wilful misconduct) or gross negligence, for any loss arising out of the operation of TARGET2-NL. In cases of ordinary negligence, DNB's liability shall be limited to the DCA holder's direct loss, i.e. the amount of the transaction in question and/or the loss of interest thereon, excluding any consequential loss.
3. DNB is not liable for any loss that results from any malfunction or failure in the technical infrastructure (including but not limited to DNB's computer infrastructure, programmes, data, applications or networks), if such malfunction or failure arises in spite of DNB having adopted those measures that are reasonably necessary to protect such infrastructure against malfunction or failure, and to resolve the consequences of such malfunction or failure (the latter including but not limited to initiating and completing the business continuity and contingency procedures referred to in Appendix IV to Part C).
4. DNB shall not be liable:
  - (a) to the extent that the loss is caused by the DCA holder; or
  - (b) if the loss arises out of external events beyond DNB's reasonable control (*force majeure*).
5. Notwithstanding the Dutch provisions implementing Directive 2007/64/EC of the European Parliament and of the Council<sup>17</sup>, paragraphs 1 to 4 shall apply to the extent that DNB's liability can be excluded.
6. DNB and the DCA holders shall take all reasonable and practicable steps to mitigate any damage or loss referred to in this Article.
7. In performing some or all of its obligations under these Conditions, DNB may commission third parties in its own name, particularly telecommunications or other network providers or other entities, if this is necessary to meet DNB's obligations or is standard market practice. DNB's obligation shall be limited to the due selection and commissioning of any

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<sup>17</sup> Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (OJ L 319, 5.12.2007, p. 1).

such third parties and DNB's liability shall be limited accordingly. For the purposes of this paragraph, the SSP-providing NCBs and the 4CBs shall not be considered as third parties.

## **Article 22 - Evidence**

1. Unless otherwise provided in these Conditions, all payment and payment processing-related messages in relation to the DCAs, such as confirmations of debits or credits, or statement messages, between DNB and the DCA holders shall be made through the T2S network service provider.
2. Electronic or written records of the messages retained by DNB or by the T2S network service provider shall be accepted as a means of evidence of the payments processed through DNB. The saved or printed version of the original message of the T2S network service provider shall be accepted as a means of evidence, regardless of the form of the original message.
3. If a DCA holder's connection to the T2S network service provider fails, the DCA holder shall use an alternative means of transmission of messages agreed with DNB. In such cases, the saved or printed version of the message produced by DNB shall have the same evidential value as the original message, regardless of its form.
4. DNB shall keep complete records of payment orders submitted and payments received by DCA holders for a period of seven years from the time at which such payment orders are submitted and payments are received, provided that such complete records shall cover a minimum of five years for any DCA holder that is subject to continuous vigilance pursuant to restrictive measures adopted by the Council of the European Union or Member States, or more if required by specific regulations.
5. DNB's own books and records (whether kept on paper, microfilm, microfiche, by electronic or magnetic recording, in any other mechanically reproducible form or otherwise) shall be accepted as a means of evidence of any obligations of the DCA holders and of any facts and events that the parties rely on.

**TITLE VII**  
**TERMINATION AND CLOSURE OF DCAs**

**Article 23 - Duration and ordinary termination of DCAs**

1. Without prejudice to Article 24, a DCA in TARGET2-NL is opened for an indefinite period of time.
2. A DCA holder may terminate its DCA in TARGET2-NL at any time giving 14 business days' notice thereof, unless it agrees a shorter notice period with DNB.
3. DNB may terminate a DCA holder's DCA in TARGET2-NL at any time giving three months' notice thereof, unless it agrees a different notice period with that DCA holder.
4. On termination of the DCA, the confidentiality duties laid down in Article 27 remain in force for a period of five years starting on the date of termination.
5. On termination of the DCA, it shall be closed in accordance with Article 25.

**Article 24 - Suspension and extraordinary termination of participation**

1. A DCA holder's participation in TARGET2-NL shall be immediately terminated without prior notice or suspended if one of the following events of default occurs:
  - (a) the opening of insolvency proceedings; and/or
  - (b) the DCA holder no longer meets the access criteria laid down in Article 5.

For the purposes of this paragraph, the taking of resolution action within the meaning of Directive 2014/59/EU of the European Parliament and of the Council<sup>18</sup> against a PM account holder shall not automatically qualify as the opening of insolvency proceedings.

2. DNB may terminate without prior notice or suspend the DCA holder's participation in TARGET2-NL if:
  - (a) one or more events of default (other than those referred to in paragraph 1) occur;
  - (b) the DCA holder is in material breach of these Conditions;
  - (c) the DCA holder fails to carry out any material obligation to DNB;
  - (d) the DCA holder is excluded from, or otherwise ceases to be a member of, a T2S CGU; and/or
  - (e) any other event related to the DCA holder occurs which, in DNB's assessment, would threaten the overall stability, soundness and safety of TARGET2-NL or of any other TARGET2 component system, or which would jeopardise DNB's performance of its tasks as described in the Bank Act 1998 (*Bankwet 1998*) and the

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<sup>18</sup> Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012 (OJ L 173, 12.6.2014, p. 190).

Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence.

3. In exercising its discretion under paragraph 2, DNB shall take into account, *inter alia*, the seriousness of the event of default or events mentioned in points (a) to (c).
  - (a) In the event that DNB suspends or terminates a DCA holder's participation in TARGET2-NL under paragraph 1 or 2, DNB shall immediately inform, by means of an ICM broadcast message or a T2S broadcast message, that DCA holder, other CBs and DCA holders and PM account holders in all of the TARGET2 component systems of such suspension or termination. Such message shall be deemed to have been issued by the home CB of the DCA holder and the PM account holder that receives the message.
  - (b) Once such an ICM broadcast message (in the case of PM account holders) or T2S broadcast message (in the case of DCA holders) has been received by the participants, such participants shall be deemed informed of the termination/suspension of a DCA holder's participation in TARGET2-NL or another TARGET2 component system. The participants shall bear any losses arising from the submission of a payment order to participants whose participation has been suspended or terminated if such payment order was entered into TARGET2-NL after receipt of the ICM broadcast message or of the T2S broadcast message depending on which technical option provided for in Article 19 the DCA holder uses.
4. Upon termination of a DCA holder's participation, TARGET2-NL shall not accept any new payment orders to or from that DCA holder.
5. If a DCA holder is suspended from TARGET2-NL, all its incoming and outgoing payment orders shall only be presented for settlement after they have been explicitly accepted by the suspended DCA holder's CB.

#### **Article 25 - Closure of DCAs**

1. DCA holders may request DNB to close their DCAs at any time provided they give DNB 14 business days' notice thereof.
2. On termination of participation, pursuant to either Article 23 or 24, DNB shall close the DCA of the DCA holder concerned, after having settled or returned any unsettled payment orders and made use of its rights of pledge and set-off under Article 26.

**TITLE VIII**  
**FINAL PROVISIONS**

**Article 26 - DNB's rights of pledge and set-off**

1. Under its General Terms and Conditions, DNB has a pledge over the DCA holder's existing and future credit balances on its DCAs, thereby collateralising any current and future claims of DNB arising out of the legal relationship between the parties.
2. On the occurrence of:
  - (a) an event of default referred to in Article 24(1); or
  - (b) any other event of default or event referred to in Article 24(2) that has led to the termination or suspension of the DCA holder's participation, notwithstanding the commencement of any insolvency proceedings in respect of a DCA holder and notwithstanding any assignment, judicial or other attachment or other disposition of or in respect of the DCA holder's rights;

notwithstanding the provisions of DNB's General Terms and Conditions regarding acceleration of payment, all obligations of the DCA holder shall be automatically and immediately accelerated, without prior notice and without the need for any prior approval of any authority, so as to be immediately due. In addition, the mutual obligations of the DCA holder and DNB shall automatically be set off against each other, and the party owing the higher amount shall pay to the other the difference.

3. DNB shall promptly give the DCA holder notice of any set-off pursuant to paragraph 2 after such set-off has taken place.
4. DNB may without prior notice debit any DCA holder's DCA by any amount which the DCA holder owes DNB resulting from the legal relationship between the DCA holder and DNB.

**Article 27 - Confidentiality**

1. DNB shall keep confidential all sensitive or secret information, including when such information relates to payment, technical or organisational information belonging to the DCA holder or the DCA holder's customers, unless the DCA holder or its customer has given its written consent to disclose or such disclosure is permitted or required under Dutch law.
2. By derogation from paragraph 1, the DCA holder agrees that DNB may disclose payment order, technical or organisational information regarding the DCA holder, other DCAs held by DCA holders of the same group, or the DCA holder's customers obtained in the course of the operation of TARGET2-NL to other CBs or third parties that are involved in the operation of TARGET2-NL, to the extent that this is necessary for the efficient functioning of TARGET2, or the monitoring of the DCA holder's or its group's exposure, or to supervisory and oversight authorities of Member States and the Union to the extent that this is necessary for the performance of their public tasks, and provided in all such cases

that the disclosure is not in conflict with the applicable law. DNB shall not be liable for the financial and commercial consequences of such disclosure.

3. By derogation from paragraph 1 and provided this does not make it possible, whether directly or indirectly, to identify the DCA holder or the DCA holder's customers, DNB may use, disclose or publish payment information regarding the DCA holder or the DCA holder's customers for statistical, historical, scientific or other purposes in the exercise of its public functions or of functions of other public entities to whom the information is disclosed.
4. Information relating to the operation of TARGET2-NL to which DCA holders have had access, may only be used for the purposes laid down in these Conditions. DCA holders shall keep such information confidential, unless DNB has explicitly given its written consent to disclose. DCA holders shall ensure that any third parties to whom they outsource, delegate or subcontract tasks which have or may have an impact on the performance of their obligations under these Conditions are bound by the confidentiality requirements in this Article.
5. DNB shall be authorised, in order to settle payment orders, to process and transfer the necessary data to the T2S network service provider.

#### **Article 28 - Data protection, prevention of money laundering, administrative or restrictive measures and related issues**

1. DCA holders shall be deemed to be aware of, and shall comply with, all obligations on them relating to legislation on data protection, prevention of money laundering and the financing of terrorism, proliferation-sensitive nuclear activities and the development of nuclear weapons delivery systems, in particular in terms of implementing appropriate measures concerning any payment orders debited or credited on their DCAs. Prior to entering into the contractual relationship with its T2S network service provider, DCA holders shall acquaint themselves with its data retrieval policy.
2. DCA holders shall be deemed to have authorised DNB to obtain any information relating to them from any financial or supervisory authority or trade body, whether national or foreign, if such information is necessary for the DCA holders' participation in TARGET2-NL.
3. DCA holders, when acting as the payment service provider of a payer or payee, shall comply with all requirements resulting from administrative or restrictive measures imposed pursuant to Articles 75 or 215 of the Treaty to which they are subject, including with respect to notification and/or the obtaining of consent from a competent authority in relation to the processing of transactions. In addition:
  - (a) when DNB is the payment service provider of a DCA holder that is a payer:
    - (i) the DCA holder shall make the required notification or obtain consent on behalf of the central bank that is primarily required to make notification or

obtain consent, and shall provide DNB with evidence of having made a notification or having received consent;

- (ii) the DCA holder shall not enter any DCA to PM liquidity transfer order or DCA to DCA liquidity transfer order into TARGET2 until it has obtained confirmation from DNB that the required notification has been made or the consent has been obtained by or on behalf of the payment service provider of the payee;
- (b) when DNB is a payment service provider of a DCA holder that is a payee, the DCA holder shall make the required notification or obtain consent on behalf of the central bank that is primarily required to make notification or obtain consent, and shall provide DNB with evidence of having made a notification or having received consent.

For the purposes of this paragraph, the terms “payment service provider”, “payer” and “payee” shall have the meanings ascribed to them in the applicable administrative or restrictive measures.

#### **Article 29 - Notices**

1. Except where otherwise provided for in these Conditions, all notices required or permitted pursuant to these Conditions shall be sent by registered post, facsimile or otherwise in writing or by an authenticated message through the T2S network service provider. Notices to DNB shall be submitted to the head of DNB’s Payments and Securities Department, or to DNB’s BIC address - FLORNL2A. Notices to the DCA holder shall be sent to it at the address, fax number or its BIC address as the DCA holder may from time to time notify to DNB.
2. To prove that a notice has been sent, it shall be sufficient to prove that the notice was delivered to the relevant address or that the envelope containing such notice was properly addressed and posted.
3. All notices shall be given in Dutch and/or English.
4. DCA holders shall be bound by all forms and documents of DNB that the DCA holders have filled in and/or signed, including but not limited to static data collection forms, as referred to in Article 6(2)(a), and information provided under Article 10(5), which were submitted in compliance with paragraphs 1 and 2 and which DNB reasonably believes to have received from the DCA holders, their employees or agents.

#### **Article 30 - Contractual relationship with T2S network service provider**

1. Each DCA holder may enter into a separate agreement with a T2S network service provider regarding the services to be provided in relation to the DCA holder’s use of the DCA. The legal relationship between a DCA holder and the T2S network service provider shall be exclusively governed by the terms and conditions of their separate agreement.

2. The services to be provided by the T2S network service provider shall not form part of the services to be performed by DNB in respect of TARGET2.
3. DNB shall not be liable for any acts, errors or omissions of the T2S network service provider (including its directors, staff and subcontractors), or for any acts, errors or omissions of third parties selected by DCA holders to gain access to the T2S network service provider's network.

### **Article 31 - Third party rights**

These Conditions do not create any rights in favour of or obligations in relation to any entity other than DNB and DCA holders in TARGET2-NL.

### **Article 32 - Governing law, jurisdiction and place of performance**

1. The bilateral relationship between DNB and DCA holders in TARGET2-NL shall be governed by Dutch law.
2. Without prejudice to the competence of the Court of Justice of the European Union, any dispute arising from a matter relating to the relationship referred to in paragraph 1 falls under the exclusive competence of the competent courts in Amsterdam, the Netherlands.
3. The place of performance concerning the legal relationship between DNB and the DCA holders shall be Amsterdam, the Netherlands.

### **Article 33 - Severability**

If any provision in these Conditions is or becomes invalid, this shall not prejudice the applicability of all the other provisions of these Conditions.

### **Article 34 - Entry into force and binding nature**

These Conditions become effective from 12 September 2016.

**Appendix 1 to Part C****PARAMETERS OF THE DEDICATED CASH ACCOUNTS - TECHNICAL SPECIFICATIONS**

In addition to the Conditions, the following rules shall apply to the interaction with the T2S Platform:

1. **Technical requirements for participation in TARGET2-NL regarding infrastructure, network and formats**
  - (1) T2S uses the services of a T2S network service provider for the exchange of messages. Each DCA holder using a direct connection shall have a connection to at least one T2S network service provider's secure IP network.
  - (2) Each DCA holder shall pass a series of tests to prove its technical and operational competence before it may participate in TARGET2-NL.
  - (3) For the submission of liquidity transfer orders in the DCA the services of the T2S network service providers shall be used. Liquidity transfer orders shall be directly addressed to the T2S DN and must contain the following information:
    - (a) in the case of liquidity transfers between two DCAs, the unique 34 character account numbers of both the sending and the receiving DCA holder; or
    - (b) in the case of liquidity transfers from a DCA to a PM account, the unique 34 character account number of the sending DCA holder and the account number of the receiving PM account.
  - (4) For the exchange of information with the T2S Platform either A2A or U2A modes may be used. The security of the message exchange between DCA and the T2S Platform shall rely on the Public Key Infrastructure (PKI) service offered by a T2S network service provider. Information on the PKI service is available in the documentation provided by such T2S network service provider.
  - (5) DCA holders shall comply with the ISO20022 message structure and field specifications. All messages shall include a Business Application Header (BAH). Message structure, field specifications and BAHs are defined in the ISO documentation, under the restrictions set out for T2S, as described in Chapter 3.3.3 Cash Management (camt) of the T2S UDFS.
  - (6) Field contents shall be validated at the level of the T2S Platform in accordance with the T2S UDFS requirements.

## 2. Message types

- (1) The following system message types are processed, subject to subscription:

Message Type	Description
(camt.003)	GetAccount
(camt.004)	ReturnAccount
(camt.005)	GetTransaction
(camt.006)	ReturnTransaction
(camt.009)	GetLimit
(camt.010)	ReturnLimit
(camt.011)	ModifyLimit
(camt.012)	DeleteLimit
(camt.018)	GetBusinessDayInformation
(camt.019)	ReturnBusinessDayInformation
(camt.024)	ModifyStandingOrder
(camt.025)	Receipt
(camt.050)	LiquidityCreditTransfer
(camt.051)	LiquidityDebitTransfer
(camt.052)	BankToCustomerAccountReport
(camt.053)	BankToCustomerStatement
(camt.054)	BankToCustomerDebitCreditNotification
(camt.064)	LimitUtilisationJournalQuery
(camt.065)	LimitUtilisationJournalReport
(camt.066)	IntraBalanceMovementInstruction
(camt.067)	IntraBalanceMovementStatusAdvice
(camt.068)	IntraBalanceMovementConfirmation
(camt.069)	GetStandingOrder
(camt.070)	ReturnStandingOrder
(camt.071)	DeleteStandingOrder
(camt.072)	IntraBalanceMovementModificationRequest
(camt.073)	IntraBalanceMovementModificationRequestStatusAdvice
(camt.074)	IntraBalanceMovementCancellationRequest
(camt.075)	IntraBalanceMovementCancellationRequestStatusAdvice
(camt.078)	IntraBalanceMovementQuery
(camt.079)	IntraBalanceMovementQueryResponse
(camt.080)	IntraBalanceModificationQuery
(camt.081)	IntraBalanceModificationReport
(camt.082)	IntraBalanceCancellationQuery
(camt.083)	IntraBalanceCancellationReport
(camt.084)	IntraBalanceMovementPostingReport
(camt.085)	IntraBalanceMovementPendingReport

## 3. Double-entry check

- (1) All liquidity transfer orders shall pass a double-entry check, the aim of which is to reject liquidity transfer orders that have been submitted more than once.
- (2) The following parameters shall be checked:
- Order Reference (End to End Id);
  - Debit and Credit Account (DCA or PM account); and
  - Instructed Amount.

- (3) If all the fields described in point (2) in a newly submitted liquidity transfer order are identical to those in a liquidity transfer order which has been accepted but not yet settled or a liquidity transfer order that has been settled within the past three business days, the newly submitted liquidity transfer order shall be rejected.

#### 4. **Error codes**

If a liquidity transfer order is rejected on grounds of non-compliance with the fields in paragraph 3(2), the DCA holder shall receive a status advice message [camt.025], as described in Chapter 4.1 of the T2S UDFS.

#### 5. **Settlement triggers**

- (1) For immediate liquidity transfer orders, no specific XML tag is required;
- (2) Predefined standing liquidity transfer orders may be triggered by a specific time or event on the day of settlement:
  - for settlement at a specific time, the XML tag ‘Time(/ExctnTp/Tm/)’ shall be used;
  - for settlement upon occurrence of a specific event, the XML tag ‘(EventType/ExctnTp/Evt/)’ shall be used.
- (3) The validity period for standing liquidity transfer orders shall be set by the following XML tags: ‘FromDate/VldtyPrd/FrDt/’ and ‘ToDate/VldtyPrd/ToDt/’.

#### 6. **Settlement of liquidity transfer orders**

Liquidity transfer orders are not recycled, queued or offset. The different statuses for liquidity transfer orders are described in Chapter 1.6.4 of the T2S UDFS.

#### 7. **Use of the U2A and A2A mode**

- (1) The U2A and A2A modes may be used for obtaining information and managing liquidity. The T2S network service providers’ networks shall be the underlying technical communications networks for exchanging information and running control measures. The following modes shall be available for use by DCA holders:
  - (a) **Application-to-application mode (A2A)**

In A2A, information and messages are transferred between the T2S Platform and the DCA holder’s internal application. The DCA holder therefore has to ensure that an appropriate application is available for the exchange of XML messages (requests and responses).
  - (b) **User-to-application mode (U2A)**

U2A permits direct communication between a DCA holder and the T2S GUI. The information is displayed in a browser running on a PC system. For U2A access the

IT infrastructure has to be able to support cookies and JavaScript. Further details are described in the T2S User Handbook.

- (2) Static data shall be available to view in U2A mode. The screens shall be offered in English only.
- (3) Information shall be provided in “pull” mode, which means that each DCA holder has to ask to be provided with information.
- (4) Access rights to the U2A and A2A mode shall be granted by using T2S GUI.
- (5) The “Non Repudiation of Origin” (NRO) signature allows the recipient of a message to prove that such message has been issued and has not been altered.
- (6) If a DCA holder has technical problems and is unable to submit any liquidity transfer order, it may contact its central bank which will on a best efforts basis act on behalf of the DCA holder.

#### **8. Relevant documentation**

Further details and examples explaining the above rules are contained in the T2S UDFS and the T2S User Handbook, as amended from time to time and published on the ECB’s website in English.

Appendix II to Part C**TARGET2 COMPENSATION SCHEME IN RELATION TO THE OPENING AND  
THE OPERATION OF THE DCA****1. General principles**

- (a) If there is a technical malfunction of TARGET2, DCA holders may submit claims for compensation in accordance with the TARGET2 compensation scheme laid down in this Appendix.
- (b) Unless otherwise decided by the ECB's Governing Council, the TARGET2 compensation scheme shall not apply if the technical malfunction of TARGET2 arises out of external events beyond the reasonable control of the CBs concerned or as a result of acts or omissions by third parties.
- (c) Compensation under the TARGET2 compensation scheme shall be the only compensation procedure offered in the event of a technical malfunction of the TARGET2. DCA holders may, however, use other legal means to claim for losses. If a DCA holder accepts a compensation offer under the TARGET2 compensation scheme, this shall constitute the DCA holder's irrevocable agreement that it thereby waives all claims in relation to the payment orders concerning which it accepts compensation (including any claims for consequential loss) it may have against any CB, and that the receipt by it of the corresponding compensation payment constitutes full and final settlement of all such claims. The DCA holder shall indemnify the CBs concerned, up to a maximum of the amount received under the TARGET2 compensation scheme, in respect of any further claims which are raised by any other participant or any other third party in relation to the payment order or payment concerned.
- (d) The making of a compensation offer shall not constitute an admission of liability by DNB or any other CB in respect of a technical malfunction of the TARGET2.

**2. Conditions for compensation offers**

- (a) A payer may submit a claim for an administration fee and interest compensation if, due to a technical malfunction of TARGET2, a liquidity transfer order was not settled on the business day on which it was accepted.
- (b) A payee may submit a claim for an administration fee if, due to a technical malfunction of TARGET2, it did not receive a payment that it was expecting to receive on a particular business day. The payee may also submit a claim for interest compensation if one or more of the following conditions are met:
  - (i) in the case of participants that have access to the marginal lending facility: due to a technical malfunction of TARGET2, a payee had recourse to the marginal lending facility; and/or

- (ii) in the case of all participants: it was technically impossible to have recourse to the money market or such refinancing was impossible on other, objectively reasonable grounds.

### 3. **Calculation of compensation**

(a) With respect to a compensation offer for a payer:

- (i) the administration fee shall be EUR 50 for the first non-settled payment order, EUR 25 for each of the next four such payment orders and EUR 12,50 for each further such payment order. The administration fee shall be calculated separately in relation to each payee;
- (ii) interest compensation shall be determined by applying a reference rate to be fixed from day to day. This reference rate shall be the lower of the euro overnight index average (EONIA) rate and the marginal lending rate. The reference rate shall be applied to the amount of the payment order not settled as a result of the technical malfunction of TARGET2 for each day in the period from the date of the actual or, in relation to payment orders referred to in paragraph 2(b)(ii), intended submission of the payment order until the date on which the payment order was or could have been successfully settled. Any interest or charges resulting from the placing of any non-settled payment orders on deposit with the Eurosystem shall be deducted from or charged to the amount of any compensation, as the case may be; and
- (iii) no interest compensation shall be payable if and in so far as funds resulting from non-settled payment orders were placed in the market or used to fulfil minimum reserve requirements.

(b) With respect to a compensation offer for a payee:

- (i) the administration fee shall be EUR 50 for the first non-settled payment order, EUR 25 for each of the next four such payment orders and EUR 12,50 for each further such payment order. The administration fee shall be calculated separately in relation to each payer;
- (ii) the method set out in point (a)(ii) for calculating interest compensation shall apply except that interest compensation shall be payable at a rate equal to the difference between the marginal lending rate and the reference rate, and shall be calculated on the amount of any recourse to the marginal lending facility occurring as a result of the technical malfunction of TARGET2.

**4. Procedural rules**

- (a) A claim for compensation shall be submitted on the claim form available on DNB's website in English (see [www.dnb.nl](http://www.dnb.nl)). Payers shall submit a separate claim form in respect of each payee and payees shall submit a separate claim form in respect of each payer. Sufficient additional information and documents shall be provided to support the information indicated in the claim form. Only one claim may be submitted in relation to a specific payment or payment order.
- (b) Within four weeks of a technical malfunction of TARGET2, DCA holders shall submit their claim forms to DNB. Any additional information and evidence requested by DNB shall be supplied within two weeks of such request being made.
- (c) DNB shall review the claims and forward them to the ECB. Unless otherwise decided by the ECB's Governing Council and communicated to the DCA holders, all received claims shall be assessed no later than 14 weeks after the technical malfunction of TARGET2 occurs.
- (d) DNB shall communicate the result of the assessment referred to in point (c) to the relevant DCA holders. If the assessment entails a compensation offer, the DCA holders concerned shall, within four weeks of the communication of such offer, either accept or reject it, in respect of each payment or payment order comprised within each claim, by signing a standard letter of acceptance (in the form available on DNB's website (see [www.dnb.nl](http://www.dnb.nl))). If such letter has not been received by DNB within four weeks, the DCA holders concerned shall be deemed to have rejected the compensation offer.
- (e) DNB shall make compensation payments on receipt of a DCA holder's letter of acceptance of compensation. No interest shall be payable on any compensation payment.

**Appendix III to Part C****TERMS OF REFERENCE FOR CAPACITY AND COUNTRY OPINIONS****Terms of reference for capacity opinions for DCA holders in TARGET2**

DNB

[address]

**Participation in the [name of the system]**

[location]

[date]

Dear Sir or Madam,

We have been asked to provide this Opinion as [in-house or external] legal advisers to [specify name of DCA holder or branch of DCA holder] in respect of issues arising under the laws of [jurisdiction in which the DCA holder is established; hereinafter the “jurisdiction”] in connection with the participation of [specify name of DCA holder] (hereinafter the “DCA holder”) in the [name of the TARGET2 component system] (hereinafter the “System”).

This Opinion is confined to the laws of [jurisdiction] as they exist as on the date of this Opinion. We have made no investigation of the laws of any other jurisdiction 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 [jurisdiction], whether or not the DCA holder acts through its head office or one or more branches established inside or outside of [jurisdiction] in submitting liquidity transfer orders and receiving liquidity transfers.

**I. DOCUMENTS EXAMINED**

For the purposes of this Opinion, we have examined:

- (1) a certified copy of the [specify relevant constitutional documents] of the DCA holder such as is/are in effect on the date hereof;
- (2) [if applicable] an extract from the [specify relevant company register] and [if applicable] [register of credit institutions or analogous register];
- (3) [to the extent applicable] a copy of the DCA holder’s licence or other proof of authorisation to provide banking, investment, funds transfer or other financial services in [jurisdiction];
- (4) [if applicable] a copy of a resolution adopted by the board of directors or the relevant governing body of the DCA holder on [insert date], [insert year], evidencing the DCA holder’s agreement to adhere to the System Documents, as defined below; and

- (5) [specify all powers of attorney and other documents constituting or evidencing the requisite power of the person or persons signing the relevant System Documents (as defined below) on behalf of the DCA holder];

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

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

- (1) the [insert reference to the arrangements implementing the Harmonised Conditions for Opening and Operation of a Dedicated Cash Account in TARGET2] for the System dated [insert date] (hereinafter the "Rules"); and
- (2) [...].

The Rules and the [...] shall be referred to hereinafter as the "System Documents" (and collectively with the DCA holder's Documents as the "Documents").

## **II. 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 terms of the System Documents and the rights and obligations created by them are valid and legally binding under the laws of [insert reference to the Member State of the System] by which they are expressed to be governed, and the choice of the laws of [insert reference to the Member State of the System] to govern the System Documents is recognised by the laws of [insert reference to the Member State of the System];
- (3) the DCA holder's 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 DCA holder's 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 DCA HOLDER**

- A. The DCA holder is a corporation duly established and registered or otherwise duly incorporated or organised under the laws of [jurisdiction].
- B. The DCA holder has all the requisite corporate powers to execute and perform the rights and obligations under the System Documents to which it is party.
- C. The adoption or execution and the performance by the DCA holder of the rights and obligations under the System Documents to which the DCA holder is party will not in any way breach any provision of the laws or regulations of [jurisdiction] applicable to the DCA holder or the DCA holder 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 [jurisdiction] are required by the DCA holder in connection with the adoption, validity or enforceability of any of the System Documents or the execution or performance of the rights and obligations thereunder.
- E. The DCA holder has taken all necessary corporate action and other steps necessary under the laws of [jurisdiction] to ensure that its obligations under the System Documents are legal, valid and binding.

This Opinion is stated as of its date and is addressed solely to DNB and the [DCA holder]. 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 European Central Bank and the national central banks of the European System of Central Banks [and [the national central bank/relevant regulatory authorities] of [jurisdiction]].

Yours faithfully,

[signature]

**Terms of reference for country opinions for non-EEA DCA holders in TARGET2**

[Insert name of CB]

[address]

[name of the system]

[location],

[date]

Dear Sir or Madam,

We have been asked as [external] legal advisers to [specify name of DCA holder or branch of DCA holder] (the “DCA holder”) in respect of issues arising under the laws of [jurisdiction in which the DCA holder is established; hereinafter the “jurisdiction”] to provide this Opinion under the laws of [jurisdiction] in connection with the participation of the DCA holder in a system which is a component of TARGET2 (hereinafter the “System”). References herein to the laws of [jurisdiction] include all applicable regulations of [jurisdiction]. We express an opinion herein under the law of [jurisdiction], with particular regard to the DCA holder established outside [insert reference to the Member State of the System] in relation to rights and obligations arising from participation in the System, as presented in the System Documents defined below.

This Opinion is confined to the laws of [jurisdiction] as they exist on the date of this Opinion. We have made no investigation of the laws of any other jurisdiction as a basis for this Opinion, and do not express or imply any opinion in this regard. We have assumed that there is nothing in the laws of another jurisdiction which affects this Opinion.

**1. DOCUMENTS EXAMINED**

For the purposes of this Opinion, we have examined the documents listed below and such other documents as we have deemed necessary or appropriate:

- (1) the [insert reference to the arrangements implementing the Harmonised Conditions for Opening and Operation of a Dedicated Cash Account in TARGET2] for the System dated [insert date] (hereinafter the “Rules”); and
- (2) any other document governing the System and/or the relationship between the DCA holder and other participants in the System, and between the participants in the System and DNB.

The Rules and the [ . ] shall be referred to hereinafter as the “System Documents”.

**2. ASSUMPTIONS**

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

- (1) the System Documents are within the capacity and power of and have been validly authorised, adopted or executed and, where necessary, delivered by the relevant parties;
- (2) the terms of the System Documents and the rights and obligations created by them are valid and legally binding under the laws of [insert reference to the Member State of the System], by which they are expressed to be governed, and the choice of the laws of [insert reference to the Member State of the System] to govern the System Documents is recognised by the laws of [insert reference to the Member State of the System];
- (3) the documents submitted to us in copy or as specimens conform to the originals.

### 3. **OPINION**

Based on and subject to the foregoing, and subject in each case to the points set out below, we are of the opinion that:

#### 3.1 Country-specific legal aspects [to the extent applicable]

The following characteristics of the legislation of [jurisdiction] are consistent with and in no way set aside the obligations of the DCA holder arising out of the System Documents: [list of country-specific legal aspects].

#### 3.2 **General insolvency issues**

##### 3.2.a. *Types of insolvency proceedings*

The only types of insolvency proceedings (including composition or rehabilitation) which, for the purpose of this Opinion, shall include all proceedings in respect of the DCA holder's assets or any branch it may have in [jurisdiction] to which the DCA holder may become subject in [jurisdiction], are the following: [list proceedings in original language and English translation] (together collectively referred to as "Insolvency Proceedings").

In addition to Insolvency Proceedings, the DCA holder, any of its assets, or any branch it may have in [jurisdiction] may become subject in [jurisdiction] to [list any applicable moratorium, receivership, or any other proceedings as a result of which payment orders to and/or from the DCA holder may be suspended, or limitations can be imposed in relation to such payment orders, or similar proceedings in original language and English translation] (hereinafter collectively referred to as "Proceedings").

##### 3.2.b. *Insolvency treaties*

[jurisdiction] or certain political subdivisions within [jurisdiction], as specified, is/are party to the following insolvency treaties: [specify, if applicable which have or may have an impact on this Opinion].

### 3.3 **Enforceability of System Documents**

Subject to the points set out below, all provisions of the System Documents will be binding and enforceable in accordance with their terms under the laws of [jurisdiction], in particular in the event of the opening of any Insolvency Proceedings or Proceedings with respect to the DCA holder.

In particular, we are of the opinion that:

#### 3.3.a. *Processing of liquidity transfer orders*

The provisions on processing of liquidity transfer orders [list of sections] of the Rules are valid and enforceable. In particular, all liquidity transfer orders processed pursuant to such sections will be valid, binding and will be enforceable under the laws of [jurisdiction]. The provision of the Rules which specifies the precise point in time at which liquidity transfer orders become enforceable and irrevocable ([add section of the Rules]) is valid, binding and enforceable under the laws of [jurisdiction].

#### 3.3.b. *Authority of DNB to perform its functions*

The opening of Insolvency Proceedings or Proceedings in respect of the DCA holder will not affect DNB's authority and powers arising out of the System Documents. [Specify [to the extent applicable] that: the same opinion is also applicable in respect of any other entity which provides the DCA holders with services directly and necessarily required for participation in the System, e.g. network service providers].

#### 3.3.c. *Remedies in the event of default*

[Where applicable to the DCA holder, the provisions contained in [list of sections] of the Rules regarding accelerated performance of claims which have not yet matured, the set-off of claims for using the deposits of the DCA holder, the enforcement of a pledge, suspension and termination of participation, claims for default interest, and termination of agreements and transactions ([insert other relevant clauses of the Rules or the System Documents]) are valid and enforceable under the laws of [jurisdiction].]

#### 3.3.d. *Suspension and termination*

Where applicable to the DCA holder, the provisions contained in [list of sections] of the Rules (in respect of suspension and termination of the DCA holder's participation in the System on the opening of Insolvency Proceedings or Proceedings or other events of default, as defined in the System Documents, or if the DCA holder represents any kind of systemic risk or has serious operational problems) are valid and enforceable under the laws of [jurisdiction].

### 3.3.e. Assignment of rights and obligations

The rights and obligations of the DCA holder cannot be assigned, altered or otherwise transferred by the DCA holder to third parties without DNB's prior written consent.

### 3.3.f. Choice of governing law and jurisdiction

The provisions contained in [list of sections] of the Rules, and in particular in respect of the governing law, the resolution of a dispute, competent courts, and service of process are valid and enforceable under the laws of [jurisdiction].

## 3.4 **Voidable preferences**

We are of the opinion that no obligation arising out of the System Documents, the performance thereof, or compliance therewith prior to the opening of any Insolvency Proceedings or Proceedings in respect of the DCA holder may be set aside in any such proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

In particular, and without limitation to the foregoing, we express this opinion in respect of any transfer orders submitted by any participant in the System. In particular, we are of the opinion that the provisions of [list of sections] of the Rules establishing the enforceability and irrevocability of transfer orders will be valid and enforceable and that a transfer order submitted by any participant and processed pursuant to [list of sections] of the Rules may not be set aside in any Insolvency Proceedings or Proceedings as a preference, voidable transaction or otherwise under the laws of [jurisdiction].

## 3.5 **Attachment**

If a creditor of the DCA holder seeks an attachment order (including any freezing order, order for seizure or any other public or private law procedure that is intended to protect the public interest or the rights of the DCA holder's creditors) – hereinafter referred to as an 'Attachment' – under the laws of [jurisdiction] from a court or governmental, judicial or public authority that is competent in [jurisdiction], we are of the opinion that [insert the analysis and discussion].

## 3.6 **Collateral [if applicable]**

### 3.6.a. Assignment of rights or deposit of assets for collateral purposes, pledge and/or repo

Assignments for collateral purposes will be valid and enforceable under the laws of [jurisdiction]. Specifically, the creation and enforcement of a pledge or repo under the [insert reference to the relevant arrangement with the CB] will be valid and enforceable under the laws of [jurisdiction].

### 3.6.b. Priority of assignees', pledgees' or repo purchasers' interest over that of other claimants

In the event of Insolvency Proceedings or Proceedings in respect of the DCA holder, the rights or assets assigned for collateral purposes, or pledged by the DCA holder in favour of DNB or other participants in the System, will rank in priority of payment above the claims of all other creditors of the DCA holder and will not be subject to priority or preferential creditors.

### 3.6.c. Enforcing title to security

Even in the event of Insolvency Proceedings or Proceedings in respect of the DCA holder, other participants in the System and DNB as [assignees, pledgees or repo purchasers as applicable] will still be free to enforce and collect the DCA holder's rights or assets through the action of DNB pursuant to the Rules.

### 3.6.d. Form and registration requirements

There are no form requirements for the assignment for collateral purposes of, or the creation and enforcement of a pledge or repo over the DCA holder's rights or assets and it is not necessary for the [assignment for collateral purposes, pledge or repo, as applicable], or any particulars of such [assignment, pledge or repo, as applicable,] to be registered or filed with any court or governmental, judicial or public authority that is competent in [jurisdiction].

## 3.7 **Branches [to the extent applicable]**

### 3.7.a. Opinion applies to action through branches

Each of the statements and opinions presented above with regard to the DCA holder applies with equal accuracy and validity under the laws of [jurisdiction] in situations where the DCA holder acts through its one or more of its branches established outside [jurisdiction].

### 3.7.b. Conformity with law

Neither the execution and performance of the rights and obligations under the System Documents nor the submission, transmission or receipt of payment orders by a branch of the DCA holder will in any respect breach the laws of [jurisdiction].

### 3.7.c. Required authorisations

Neither the execution and performance of the rights and obligations under the System Documents nor the submission, transmission or receipt of payment orders by a branch of a DCA holder will require any 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 [jurisdiction].

This Opinion is stated as of its date and is addressed solely to DNB and the [DCA holder]. 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 European Central Bank and the national central banks of the European System of Central Banks [and [the national central bank/relevant regulatory authorities] of [jurisdiction]].

Yours faithfully,

[signature]

**Appendix IV to Part C****BUSINESS CONTINUITY AND CONTINGENCY PROCEDURES****1. General provisions**

- (a) This Appendix sets out the arrangements between DNB and DCA holders, if one or more components of TARGET2 or a network service provider fail or are affected by an abnormal external event, or if the failure affects any DCA holder.
- (b) All references to specific times in this Appendix are to the local time at the seat of the ECB, i.e. Central European Time (CET<sup>19</sup>).

**2. Measures of business continuity**

- (a) In the event that an abnormal external event occurs and/or there is a failure of the SSP, the T2S Platform or a network service provider which affects the normal operation of TARGET2, DNB shall be entitled to adopt business continuity measures.
- (b) The following main business continuity and contingency measures shall be available for the SSP:
  - (i) relocating the operation of the SSP to an alternative site;
  - (ii) changing the SSP's operating hours; and
  - (iii) initiating contingency processing of very critical and critical payment orders, as defined in paragraph 6(c) and (d) of Appendix IV to Annex II.
- (c) The following main business continuity and contingency measures shall be available for the T2S Platform:
  - (i) relocating the operation of the T2S Platform to an alternative site;
  - (ii) rescheduling events in the T2S Settlement day.
- (d) In relation to business continuity processing measures, DNB shall have full discretion regarding what measures are adopted.

**3. Incident communication**

- (a) Information about a failure of the TARGET2 and/or an abnormal external event shall be communicated to DCA holders through the domestic communication channels, the ICM, the T2S GUI and the T2S-information system as defined in the T2S UDFS. In particular, communications to DCA holders shall include the following information:
  - (i) a description of the event;
  - (ii) the anticipated delay in processing (if known);
  - (iii) information on the measures already taken.

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<sup>19</sup> CET takes into account the change to Central European Summer Time.

- (b) In addition, DNB may notify DCA holders of any other existing or anticipated event which has the potential to affect the normal operation of TARGET2.

#### 4. **Relocation of the operation of the SSP and/or T2S Platform to an alternative site**

- (a) In the event that any of the events referred to in paragraph 2(a) occurs, the operation of the SSP and/or the T2S Platform may be relocated to an alternative site, either within the same region or in another region.
- (b) In the event that the operation of the T2S Platform is relocated to another region, the DCA holders shall (i) refrain from sending new instructions to the T2S Platform and (ii) at DNB's request perform a reconciliation and resubmit any instructions identified as missing submitted within a maximum of five minutes prior to the time of failure or the occurrence of the abnormal external event and provide DNB with all relevant information in this respect.

#### 5. **Change of operating hours**

- (a) The daytime processing of TARGET2 may be extended or the opening time of a new TARGET2 business day may be delayed. During any extended operating time of TARGET2, payment orders shall be processed in accordance with this Appendix.
- (b) TARGET2 daytime processing may be extended and the closing time thereby delayed, if a T2S Platform or SSP failure has occurred during the day but has been resolved before 18.00. Such a closing time delay shall in normal circumstances not exceed two hours and shall be announced as early as possible to DCA holders. Once such a delay is announced it may not be withdrawn.

#### 6. **Failures linked to DCA holders**

- (a) In the event that a DCA holder has a problem that prevents it from settling payment orders in TARGET2-NL, it shall be its responsibility to resolve the problem.
- (b) In the event that a DCA holder unexpectedly submits an abnormally high number of messages, which threaten the stability of the T2S Platform, and does not, upon DNB's request, refrain from such behaviour without delay, DNB may block from the T2S Platform all further messages submitted by such DCA holder.

#### 7. **Other provisions**

- (a) In the event of a failure of DNB, some or all of its technical functions in relation to TARGET2-NL may be performed by other Eurosystem CBs.
- (b) DNB may require that the DCA holders participate in regular or ad hoc testing of business continuity and contingency processing measures, training or any other preventative arrangements, as deemed necessary by DNB. Any costs incurred by the DCA holders as a result of such testing or other arrangements shall be borne solely by the DCA holders.

**Appendix V to Part C****OPERATING SCHEDULE**

1. TARGET2 is open on all days, except Saturdays, Sundays, New Year's Day, Good Friday and Easter Monday (according to the calendar applicable at the seat of the ECB), 1 May, 25 December and 26 December.
2. The reference time for the system is the local time at the seat of the ECB, i.e. CET<sup>20</sup>.
3. The current business day is opened during the evening of the previous business day and operates according to the schedule set out in the T2S Scope Defining Set of Documents.
4. The T2S Platform is available for U2A and A2A mode during the whole settlement day, except during the technical maintenance period from 03:00 until 05:00. During the technical maintenance period messages sent using the A2A mode will be queued. It will not be possible to submit messages via the U2A mode.
5. The operating hours may be changed in the event that business continuity measures are adopted in accordance with paragraph 2 of Appendix IV to Part C.
6. An overview of the operating hours and significant business events during the day is shown in the following table:

<b>SSP schedule</b>		<b>T2S schedule</b> (applicable to DCAs)	
<b>Time</b>	<b>Description</b>	<b>Time</b>	<b>Description</b>
18:45 – 19:00 <sup>(1)</sup>	Start of day processing (sending of GL files shortly after 18:45)	18:45 – 20:00	Start of day: - Change of business date - Deadline for acceptance of CMS data feeds (19:00) - Preparation of the night time settlement
19:00 – 19:30 <sup>(1)</sup>	Night-time settlement: provision of liquidity from SF to HAM and PM; from HAM to PM and from PM to DCA.	20:00 – 03:00	Night-time settlement: - First Night-time settlement cycle - Last Night-time settlement cycle (Sequence X includes the partial settlement of unsettled payment instructions eligible for partial settlement and that have failed to settle due to a lack of securities; Sequence Y includes the reimbursement of multiple liquidity providers at the end of cycle)
19:30 <sup>(1)</sup> – 22:00	Night-time settlement (NTS1): - Start-of-procedure message; - Setting aside of liquidity on the basis		

<sup>20</sup> CET takes into account the change to Central European Summer Time.

	of standing orders for the night-time processing (ancillary system settlement procedure 6 and T2S)		
22:00 – 01:00	Technical maintenance window <sup>(2)</sup>	03:00 – 05:00	Technical maintenance window <sup>(3)</sup>
01:00 – 06:45	Night-time processing (ancillary system settlement procedure 6 and T2S)	05:00 – 18:00	Day trade/Real-time settlement <sup>(4)</sup> : - Real-time settlement preparation <sup>(4)</sup> - Partial settlement windows at 14:00 and 15:45 <sup>(5)</sup> (for 15 minutes) - <b>16:00</b> : DvP cut-off - <b>16:30</b> : Automatic auto-collateralisation reimbursement, followed by the optional cash sweep - <b>17:40</b> : Cut-off for bilaterally agreed treasury management operations (BATM) and central bank operations (CBO) cut-off - <b>17:45</b> : inbound liquidity transfer cut-off Automated cash sweep after 17:45 - <b>18:00</b> : FOP cut-off
06:45 – 07:00	Business window to prepare daylight operations		
07:00 – 18:00	Day trade phase: - <b>17:00</b> : Cut-off for customer payments - <b>17:45</b> : cut-off for liquidity transfers to DCAs - <b>18:00</b> : Cut-off for interbank payments and incoming liquidity transfers from DCAs		
18:00 – 18:45	- 18:15 <sup>(1)</sup> : Cut-off for the use of standing facilities Data needed to update the accounting system is available for central banks, shortly after 18:30  18:40 <sup>(1)</sup> : Cut-off for use of marginal lending (NCBs only) End-of-day processing	18:00 – 18:45	- End of T2S settlement processing - Recycling and purging - End of day reporting and statements

Notes to table:

- (1) Plus 15 minutes on the last day of the reserve maintenance period.
- (2) Over a weekend or on a holiday, the technical window will last throughout the weekend or the holiday, i.e. from 22:00 on Friday until 1:00 on Monday or, in the case of a holiday, from 22:00 on the last business day until 1:00 on the next business day.
- (3) Over a weekend or on a holiday, the technical window will last throughout the weekend or the holiday, i.e. from 03:00 on Saturday until 05:00 on Monday or, in the case of a holiday, from 03:00 on the holiday until 05:00 on the next business day.
- (4) Real-time settlement preparation and real-time settlement may start before the maintenance window if the last night-time settlement cycle ends before 03:00.
- (5) Each partial settlement window lasts for 15 minutes. The partial settlement applies to unsettled payment instructions eligible for partial settlement and that have failed to settle due to a lack of securities.

**Appendix VI to Part C****FEE SCHEDULE****Fees for T2S services.**

1. The following fees for T2S services connected with DCAs shall be charged to the Main PM account holders:

<b>Tariff items</b>	<b>Price</b>	<b>Explanation</b>
<b>Settlement services</b>		
DCA to DCA liquidity transfer orders	9 euro cent	Per transfer
Intra-balance movement (i.e. blocking, unblocking, reservation of liquidity etc.)	6 euro cent	Per transaction
<b>Information services</b>		
A2A reports	0.4 euro cent	Per business item in any A2A report generated
A2A queries	0.7 euro cent	Per queried business item in any A2A query generated
U2A queries	10 euro cent	Per executed search function
U2A queries downloaded	0,7 euro cent	Per queried business item in any U2A query generated and downloaded
Messages bundled into a file	0.4 euro cent	Per message in a file
Transmissions	1.2 euro cent	Per transmission

## **PART D – CONDITIONS FOR AUTO-COLLATERALISATION OPERATIONS**

### **Definitions**

For the purposes of this Part D:

### **Eligible entities**

1. Notwithstanding paragraph 13, DNB shall, from 18 September 2017 and further to a request, offer auto-collateralisation facilities to the entities to which it provides intraday credit, on condition that such entities have both a DCA and a PM account with DNB and are not subject to restrictive measures adopted by the Council of the European Union or Member States pursuant to Article 65(1)(b), Article 75 or Article 215 of the Treaty, the implementation of which, in the view of DNB after informing the ECB, is incompatible with the smooth functioning of TARGET2.
2. Auto-collateralisation shall be limited to intraday only. No extension to overnight credit shall be possible.

### **Eligible collateral**

3. Auto-collateralisation shall be based on eligible collateral. Eligible collateral shall consist of the same assets as eligible for use in Eurosystem monetary policy operations, and shall be subject to the same valuation and risk control rules as those laid down in Part 4 of Guideline (EU) 2015/510 (ECB/2014/60). Debt instruments issued or guaranteed by the entity, or by any other third party with which the entity has close links, may only be accepted as eligible collateral in the situations laid down in Guideline ECB/2014/60.
4. Debt instruments issued or guaranteed by the entity, or by any third party with which the entity has close links, may only be accepted as eligible collateral in the situations laid down in Part Four of Guideline (EU) 2015/510 (ECB/2014/60).

### **Credit provision and recovery procedure**

5. Auto-collateralisation may only be provided on business days.
6. Credit obtained by means of auto-collateralisation shall be provided free of interest.
7. Fees shall be charged for the provision of auto-collateralisation in line with the fee schedule attached as Appendix VI to Part C.
8. Auto-collateralisation may be reimbursed at any time during the day by the DCA holder by following the procedure described in the T2S UDFS.

9. Auto-collateralisation shall be reimbursed at the latest at the time defined in Appendix V to the Harmonised Conditions for the Opening and Operation of a Dedicated Cash Account in TARGET2, and in accordance with the following process:
- (a) DNB acting via the T2S Platform releases the reimbursement instruction which is settled subject to cash being available to reimburse outstanding auto-collateralisation;
  - (b) if, after performing step (a), the balance on the DCA is not sufficient to reimburse outstanding auto-collateralisation, DNB acting via the T2S Platform checks other DCAs opened in its books for the same DCA holder and transfers cash from any or all of these to the DCA where reimbursement instructions are pending;
  - (c) if, after performing steps (a) and (b), the balance on a DCA is not sufficient to reimburse outstanding auto-collateralisation, the DCA holder shall be deemed to have instructed DNB to transfer the collateral which was used to obtain the outstanding auto-collateralisation to DNB's collateral account. Thereafter, DNB shall provide the liquidity to reimburse the outstanding auto-collateralisation and shall without undue delay debit the relevant PM account of the DCA holder;
  - (d) DNB shall apply a penalty fee of EUR 1 000 for each business day where one or more recourses to collateral relocation under point (c) occur. The penalty fee shall be debited from the relevant PM account of the DCA holder referred to in paragraph (c).

#### **Suspension, limitation or termination of auto-collateralisation facilities**

10. (a) DNB shall suspend or terminate access to auto-collateralisation facilities if one of the following events of default occurs:
- (i) the DCA or PM account of the entity with DNB is suspended or closed;
  - (ii) the entity concerned ceases to meet any of the requirements laid down in point 1 of this Part D;
  - (iii) a decision is made by a competent judicial or other authority to implement in relation to the entity a procedure for the winding-up of the entity or the appointment of a liquidator or analogous officer over the entity or any other analogous procedure;
  - (iv) the entity becomes subject to the freezing of funds and/or other measures imposed by a Member State restricting the entity's ability to use its funds;
  - (v) the entity's eligibility as a counterparty for Eurosystem monetary policy operations has been suspended or terminated.
- (b) DNB may terminate access to auto-collateralisation facilities if another NCB suspends or terminates the DCA holder's participation in TARGET2 pursuant to Article 24(2)(b) to (d) of Part C, or if one or more events of default (other than those referred to in Article 24(2)(a) of Part C) occur.

- (c) The Eurosystem may decide to suspend, limit or exclude counterparties' access to monetary policy instruments on the grounds of prudence or otherwise in accordance with Article 158 of Guideline ECB/2014/60. In such cases, DNB shall implement that decision in respect of access to auto-collateralisation facilities pursuant to provisions in the contractual or regulatory arrangements applied by DNB.
  - (d) DNB may decide to suspend, limit or terminate a DCA holder's access to auto-collateralisation facilities if the DCA holder is deemed to pose risks on the grounds of prudence. In such cases, DNB shall immediately notify the ECB and other euro area NCBs and connected NCBs thereof in writing. Where appropriate, the Governing Council of the ECB shall decide upon uniform implementation of the measures taken in all TARGET2 component systems.
11. Where DNB decides to suspend, limit or terminate a DCA holder's access to auto-collateralisation facilities in accordance with paragraph 10(d), such decision shall not take effect until the ECB has approved it.
12. By derogation from paragraph 11, in urgent circumstances DNB may suspend a DCA holder's access to auto-collateralisation facilities with immediate effect. In such cases DNB shall immediately notify the ECB thereof in writing. The ECB shall have the power to reverse DNB's action. However, if the ECB does not send DNB notice of such reversal within ten business days of the ECB's receipt of notification, the ECB shall be deemed to have approved DNB's action.

### **Transitional provision**

13. By derogation from paragraph 1, in the period from 12 September 2016 DNB may, further to a request, offer auto-collateralisation facilities to the entities to which it provides intraday credit, on condition that such entities have both a DCA and a PM account with DNB and are not subject to restrictive measures adopted by the Council of the European Union or Member States pursuant to Article 65(1)(b), Article 75 or Article 215 of the Treaty, the implementation of which, in the view of DNB after informing the ECB, is incompatible with the smooth functioning of TARGET2.
- Only acceptable collateral referred to in section 3, Part D, is eligible as acceptable collateral for automatic collateralisation if and insofar as it can be settled and kept in custody in Euroclear Nederland.