



EPC405-09
Version 1.2 Approved
2 October 2012
EPC

Model Agreement for EPC Approved CAs
Use of the EPC CA Mark
(e-Mandate Feature of the SEPA Direct Debit Scheme)

Agreement Made Between

[REDACTED]

and

EUROPEAN PAYMENTS COUNCIL A.I.S.B.L

on [dd mmm yyyy]



WHEREAS:

- (1) European Payments Council A.I.S.B.L, a company incorporated in Belgium with enterprise number 0873.268.927 ("EPC"), is the decision-making and coordination body of the European banking industry in relation to payments, whose declared purpose is to support and promote the creation of the Single Euro Payments Area (SEPA).
- (2) Amongst EPC's duties is the duty to manage the SEPA Core Direct Debit Scheme in accordance with EPC016-06, the SEPA Core Direct Debit Scheme Rulebook (the "Rulebook").
- (3) Annex VII of the Rulebook (the "e-Mandate Option") establishes the framework for direct debit mandates created through the use of electronic channels ("e-Mandates"), and envisages the use of certification authorities ("CAs") to certify the Validation Service Providers and Routing Service Providers who will participate in the e-Mandate Service
- (4) [], a [company] incorporated in [], whose registered office is at [] and whose address for the service of notices is [] ("Supplier"), is a provider of CA services and has requested to become an EPC-approved provider of CA services in connection with the e-Mandate Option.
- (5) EPC and the Supplier have entered into agreement EPC-356-09, in terms of which Supplier was granted "EPC Applicant CA" status.
- (6) After having successfully demonstrated compliance with the requirements of agreement EPC-356-09, EPC has agreed to appoint the Supplier as an EPC-approved provider of CA services in connection with the e-Mandate Service.
- (7) This Agreement sets out the terms on which the Supplier will be granted a licence to use certain EPC-owned marks in connection with the activities that the Supplier will perform under this Agreement.

1. DEFINITIONS

a. In this Agreement:

- i. "**Change of Control**" means that a person who did not, as at the date of this Agreement, have control over the Supplier (whether by means of shares, the ability to control the operations of the Supplier or otherwise) gains control over the Supplier.
- ii. "**Code of Conduct**" means the guiding principles, updated from time to time by EPC and notified to the Supplier, for the regulation of the conduct of EPC, its members and CA services providers operating CA services approved by EPC, the extant version being appended to this Agreement as Schedule B.
- iii. "**Confidential Information**" means any and all technical, financial, business or other sensitive information about one party, its group companies or their representatives, disclosed or made available to the other party, its group companies or their representatives, before or after conclusion of the Agreement, in whatever form or medium, including without limitation marketing plans, reports, analyses, compilations, statistics, summaries, source or object code, documentation, manuals, studies, product or service specifications, name of resources, proposals, audio or video materials, customer lists, business contacts, businesses plans, policies, procedures, standards, products and proprietary items, including any derivative works of the above, and any information which reasonably appears to have a confidential nature or constitute a competitive advantage for the holder thereof.
- iv. "**Effective Date**" means the date of signature of this Agreement by the last of the parties hereto.
- v. "**EPC-Recognised Auditor**" means a body formally recognised by EPC as authorised to perform assessments of existing and prospective EPC-approved providers of CA services in connection with the e-Mandate Service , and designated as such on the EPC website from time to time.
- vi. "**Insolvency Event**" means, in respect of a person:
 1. that that person passes a resolution for its winding up or a court makes a final order (not subject to any kind of appeal) for its winding up or dissolution (other than for the purpose of any bona fide amalgamation, merger or reconstruction);

2. if an administration order or seizure (whether a *saisie conservatoire / bewarend beslag* or a *saisie exécution / uitvoerend beslag*) is made in relation to that person that has not been set aside within a reasonable period of time, or if a receiver or liquidator is appointed over, or an encumbrancer takes possession of or sells, any material part of the assets or undertaking of that person, or an *administrateur judiciaire / gerechtelijk bestuurder, administrateur provisoire / voorlopige bewindvoerder* or *voorlopige bestuurder, mandataire de justice / gerechtsmandataris, séquestre / sekwester* or other similar officer is appointed in respect of that person or any of its assets;
 3. that that person makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally (including a *gerechtelijke reorganisatie / reorganisation judiciaire* in Belgium or analogous proceedings in any other jurisdiction);
 4. that that person ceases to carry on a material part of its business at any time or disposes of all its assets or a substantial part of its assets (other than for the purpose of any bona fide amalgamation, reconstruction or merger);
 5. that that person commences or has commenced against it any bankruptcy, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law (including a *faillissement/faillite* or *gerechtelijke reorganisatie/reorganisation judiciaire* in Belgium or analogous proceedings in other jurisdictions, Chapter 11 proceedings in the United States or similar proceedings in any other jurisdiction), or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within 30 calendar days thereafter;
 6. that that person becomes insolvent or generally fails to pay or admits in writing its inability to pay, its debts as they become due (*est en état de cessation de paiement / is in staat van staking van betaling*).
- vii. "**Marks**" means the marks set out in Schedule A, as they may be changed from time to time by EPC pursuant to clause 4.
- viii. "**Routing Service Providers**" means providers of routing services in agreement with and on behalf of creditor banks, giving creditors access to validation services made available by debtor banks in respect of debtors initiating e-Mandates through the electronic channels of creditors (see EPC208-08).

- ix. "**Service**" means the CA service or services offered by the Supplier and operated according to the certificate policy approved as part of the approval process under agreement EPC-356-09 between EPC and the Supplier (or any subsequently amended certificate policy approved by EPC).
 - x. "**Trust-Service Status List**" or "**TSL**" means a list containing the names of all EPC-approved providers of CA services to Routing Providers and Validation Providers.
 - xi. "**TSL Trust Body**" means the third party appointed by EPC from time to time to maintain the Trust-Service Status List.
 - xii. "**Validation Service Providers**" means providers of validation services in agreement with and on behalf of debtor banks for validation of debtors initiating e-Mandate proposals through the electronic channels of creditors and the routing services offered by creditor banks (see EPC208-08).
- b. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, digital representation and other modes of representing or reproducing words in an intelligible form.
 - c. References to Schedules, Appendices and clauses are references to schedules, appendices and clauses of this Agreement.
 - d. References to the Code of Conduct, the Rulebook and the e-Mandate Service are references to those instruments as they may be modified from time to time.
 - e. Words importing the singular number only shall include the plural number and vice versa.
 - f. Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.
 - g. A person includes a reference to a government, state, state agency, corporation, body corporate, company, association or partnership or other similar entity; and to that person's legal personal representatives, permitted successors and permitted assigns.
 - h. The word "include" or "including" is to be construed without limitation.
 - i. All words, terms and expressions used in this Agreement or in any translated version of this Agreement shall be construed and interpreted in accordance with Belgian law.
 - j. The headings in this Agreement are for convenience and do not affect their interpretation.

2. APPOINTMENT AND GRANT OF LICENCE

- a. EPC hereby grants to the Supplier, with effect from the Effective Date and for the duration of this Agreement only, a personal, non-transferable, non-exclusive, royalty-free right and licence to:
 - i. claim "EPC-Approved CA" status in regard to itself and the Service, including on the Supplier's web site or sites relating to the Service; and
 - ii. display the Marks in association with the Service only, including on the Supplier's web site or sites relating to the Service, subject to the terms and conditions set out in clause 4 below; and
 - iii. describe the Supplier as an "EPC-Approved CA" provider of the Service.
- b. Nothing in this Agreement shall prevent EPC or any person authorised by EPC from time to time to use any of the Marks, from using any of the Marks in any manner and in relation to any goods or services, whether in the European Union or elsewhere, including any use that may reduce or erode the quality of the Marks.
- c. The Supplier acknowledges and agrees that:
 - i. its appointment under this Agreement does not in any way guarantee that Validation Providers and/or Routing Providers will appoint Supplier in connection with the e-Mandate Option or otherwise, and that its status as EPC-approved provider of the Service does not guarantee it any future revenue or business;
 - ii. it will not be entitled to any fees, revenues, costs or other payments of whatever nature from or on behalf of EPC under this Agreement;
 - iii. the relationship between Supplier and any Validation Providers and/or Routing Providers that wish to appoint Supplier in connection with the e-Mandate Option will be subject to separate legal agreements, to be negotiated and agreed between Supplier and those Validation Providers and/or Routing Providers, and that EPC will not have any responsibility or liability of whatever nature, and howsoever arising, under such agreements. Supplier hereby indemnifies EPC against any and all claims made against EPC, and liabilities, losses, expenses or costs of whatever nature suffered or incurred by EPC, in connection with or arising from any such agreement; and
 - iv. its continued appointment and status as "EPC-Approved CA" is subject to and conditional on the Supplier's continued and full compliance with the terms of this Agreement.



3. EPC DUTIES

- a. EPC shall:
 - i. within a reasonable period of time after notification by the TSL Trust Body in accordance with the process described in document EPC292-09 (Approval Scheme for EPC Approved CAs), publish the Supplier's name on those parts of EPC's web site where it identifies EPC-approved CA service providers for similar services, as a supplier that has achieved "EPC-Approved CA "-status (or equivalent).

4. LICENCE TERMS FOR THE MARKS

- a. The Supplier acknowledges and agrees that:
 - i. the licence granted to it in clause 2.a above is non-exclusive, and that other persons (including competitors of the Supplier) may from time to time be granted the right to use the Marks or any of them;
 - ii. its continued right to use the Marks in accordance with this Agreement is subject to and conditional on the Supplier's continued and full compliance with the terms of this Agreement.
- b. The Supplier shall, whenever it wishes to use the Marks in any way, first obtain EPC's prior written approval for such use (such approval not to be unreasonably withheld or delayed). EPC may require the Supplier to produce "mock-ups" and other information relating to its proposed use of the Marks before it gives its approval. Any use of the Marks must always be in accordance with any instructions issued by EPC in that regard.
- c. The Supplier may not use or display the Marks, or claim "EPC-Approved CA" status:
 - i. in association with any goods, services, products or otherwise howsoever, other than in connection with the Service; or
 - ii. in association with any marks or content of whatever nature, other than the Supplier's own trading marks or names; or
 - iii. in any way that is derogatory to the EPC or any of its members or that could or in any manner that brings, or might reasonably be calculated to bring any of the Marks into disrepute; or
 - iv. in any way which would cause embarrassment for the EPC or any of its members; or
 - v. in any way that is not expressly authorised by this Agreement.

- d. The Supplier shall not in any way (whether alone or with others or support others to):
- i. sub-license or grant any other person the right to use in any way any of the Marks; or
 - ii. challenge EPC's title to any of the Marks; or
 - iii. claim ownership or any other rights (other than those that are granted to the Supplier under clause 2.a above) in any of the Marks; or
 - iv. apply for or obtain registration of any of the Marks or any marks that are similar to the Marks in any country; or
 - v. use any of the Marks or any marks similar to the Marks in any registered or trading name; or
 - vi. do anything which might prejudice or endanger the validity of any of the Marks; or
 - vii. alter, deface, obscure or make any changes of whatsoever nature to any of the Marks.
- e. The Supplier shall only use and display the Marks in strict compliance with EPC's instructions and guidelines that apply generally to users or classes of users of the Marks from time to time, as those may be changed or updated by EPC and advised to the Supplier from time to time.
- f. The Supplier hereby indemnifies EPC against any and all claims made against EPC, and liabilities, losses, expenses or costs of whatever nature suffered or incurred by EPC, in connection with or arising from any breach by the Supplier of this clause 4.
- g. EPC shall:
- i. provide one copy of each of the Marks in digital format to the Supplier as soon as may be reasonably practicable after the Effective Date; and
 - ii. inform the Supplier from time to time of the Marks are about to change or have changed.
- h. EPC may, from time to time and in its sole discretion, make changes to any of the Marks or substitute any of the Marks with alternative Marks.
- i. If EPC makes any changes to any of the Marks or substitutes any of the Marks with alternative Marks, it shall provide copies thereof to the Supplier as soon as may be practicable in the circumstances, and the Supplier shall, within 5 (five) days thereafter, replace the existing Marks with such new, changed or substituted Marks.

- j. The Supplier shall return to EPC or (at EPC's option) destroy all copies of the Marks so replaced or substituted by the new or changed Marks, and shall certify to EPC that it has complied with this paragraph within 5 (five) days from the date on which such new or changed Marks have been provided to it.

5. SUPPLIER'S UNDERTAKINGS

- a. Supplier shall at all times:
 - i. perform the Service in accordance with the certificate policy approved as part of the approval process under agreement EPC-356-09 between EPC and the Supplier (or any subsequently amended certificate policy approved by EPC) and otherwise in accordance with best prevailing industry standards;
 - ii. comply with its obligations under its agreements with Validation Service Providers and/or Routing Service Providers;
 - iii. revoke or suspend a certificate issued by it to a Validation Service Provider and/or Routing Service Provider (as appropriate) under circumstances identified in its certificate policy or terms of Service, or where the Validation Provider and/or Routing Provider fails to comply with the Rulebook and/or the e-Mandate Service, and immediately update its certificate revocation list accordingly;
 - iv. comply with the EPC Code of Conduct, and with the requirements of the e-Mandate Service and the Rulebook to the extent those requirements are applicable to the Supplier or the Service;
 - v. refrain from making any claim in regard to its status or otherwise of the Service which is not correct;
 - vi. comply with all other requirements identified by EPC in relation to its status as an "EPC-Approved CA" in connection with the e-Mandate Option and/or the Rulebook including, but not limited to, all of the relevant processes described in document EPC292-09 (Approval Scheme for EPC Approved CAs) (provided those requirements apply generally to other providers of services similar to the Service);
 - vii. refrain from issuing certificates or providing the Service, in all cases in connection with the e-Mandate Service and/or pursuant to its appointment under this Agreement, to any person other than a Validation Service Provider or a Routing Service Provider who is able to demonstrate that it is sponsored by a bank that has adhered to the Rulebook and is a member of the e-Mandate Option;
 - viii. immediately revoke or suspend any certificates issued to Validation Service Providers or Routing Service Providers that no longer meet the requirements specified by EPC from time to time;

- ix. comply with all laws, regulations and similar instruments applicable to it from time to time;
 - x. remain a reputable organisation of good standing;
 - xi. respond in an open, truthful and comprehensive way to any queries that EPC may from time to time have in relation to the Service and/or its business operations, attend any meetings that EPC may reasonably require in that regard, and provide all reasonable information and assistance that EPC may from time to time require from it;
 - xii. immediately inform EPC if it becomes aware of any breach of this Agreement or by any person of the Rulebook or the e-Mandate Service ;
 - xiii. maintain continuous liability insurance commensurate with the potential liabilities for which it may be liable under or in connection with the Service or otherwise to ensure that such liabilities will be met;
 - xiv. provide the means for promptly and fairly resolving reasonable complaints from all those who rely on the Service;
 - xv. co-operate expeditiously and openly with EPC in any investigation that EPC may conduct into complaints received by EPC relating to the Service;
 - xvi. as soon as may be reasonably practicable in the circumstances after it has received a request from EPC to do so (and without prejudice to any other rights or remedies that EPC may have under this Agreement or at law), take any required action (including modifications to the Service) which is necessary or desirable to ensure the reliability and/or trustworthiness of the Service and/or to protect the reputation and integrity of EPC and/or the Marks;
 - xvii. shall at all times comply with and ensure that the Service is provided in accordance with, all applicable laws and professional rules and guidelines applicable to it from time to time.
- b. The Supplier shall not make any changes to the certificate policy approved as part of the approval process under agreement EPC356-09 between EPC and the Supplier, unless it first obtains EPC's prior written consent. The Supplier acknowledges and agrees that any proposed change to the Supplier's certificate policy may require the Supplier (at EPC's request) to undertake a further audit in accordance with clause 6.

6. AUDITS

- a. The Supplier shall appoint an **EPC-recognised Auditor** to conduct an audit of the Supplier and its operations, including to verify the Supplier's continued compliance with the Agreement. Such audit shall take place no more than 3 (three) months before each anniversary of the Effective Date.

- b. The Supplier shall:
 - i. pay for each audit conducted under clause 6.a above; and
 - ii. submit the final report by the **EPC-recognised** Auditor appointed under clause 6.a above to EPC within 1 month after each anniversary of the Effective Date.
- c. EPC shall, in addition, be entitled from time to time and at its own cost to carry out audits of the Supplier (either itself or through its nominated agents) for the purpose of ensuring continuing compliance with this Agreement. The Supplier agrees and undertakes to make available to EPC such information, access and records as EPC or its nominated agents may require in support of any audits carried out by EPC or its nominated agents from time to time and shall allow EPC or its nominated agents reasonable access and co-operation on reasonable notice and at reasonable times of its normal working day to premises, staff and documents, subject to reasonable consideration for security, confidentiality and the legal requirements of the Supplier.
- d. If the audit report produced pursuant to clause 6.b above or EPC's investigation pursuant to clause 6.c above identifies any shortcomings, areas of non-compliance or areas for improvement, the Supplier shall (without EPC's other rights and remedies) immediately take such steps as may be necessary, at its own cost and expense, to give effect to those findings. EPC reserves the right to require the Supplier to conduct, and pay for, another audit within 3 months after any audit has revealed a failure by the Supplier to comply with the Agreement.
- e. EPC shall be entitled to terminate this Agreement if the audit report produced pursuant to clause 6.d above identifies that the Supplier has failed to give effect to the findings of any audit report produced pursuant to clause 6.b above or EPC's investigation pursuant to clause 6.c above.

7. SUPPLIER'S WARRANTIES

- a. The Supplier hereby warrants and represents to EPC as follows:
 - i. that all information that has been or will in future be provided or made available by or on behalf of the Supplier to EPC or any **EPC-Recognised** Auditor was and shall be accurate, complete and truthful;
 - ii. that the Supplier has all requisite power, authority and licences to enter into the Agreement and fulfil all of other obligations under the Agreement and its agreements with Validation Service Providers and Routing Service Providers;
 - iii. that the execution, delivery and performance of the Agreement does not and will not violate any judgment, order, or decree and does not and will not constitute a material default or breach under any of the Supplier's existing or future obligations, and that it will not enter into any agreements in future which may impede the Supplier's ability to perform under the Agreement;

- iv. that the Supplier is not insolvent, in any form of administration, receivership, court initiated restructuring or similar event causing it to be restricted in its actions;
 - v. that there is no material suit, cause of action, proceeding, application, claim or investigation, whether current, pending, threatened or in prospect against the Supplier which will adversely affect its ability to provide the Service or otherwise comply with its obligations under the Agreement;
 - vi. that all material matters relating to the commercial, technical or financial capacity of the Supplier have been disclosed to EPC;
 - vii. that the Supplier will not do or omit to do anything, which causes EPC to be in breach of any applicable law; and
 - viii. that the Supplier will not do anything (or permit anything to be done) which may cause EPC to suffer damage to its reputation.
- b. The Supplier hereby indemnifies EPC against any and all claims made against EPC, and liabilities, losses, expenses or costs of whatever nature suffered or incurred by EPC, in connection with or arising from any breach of any of the above warranties and representations

8. INTELLECTUAL PROPERTY

- a. Save for the rights granted to the Supplier under clause 2.a above, all rights and other interests (including all Intellectual Property Rights and rights of goodwill) in, to and attaching to the Marks shall vest solely and exclusively in EPC or EPC's licensors.
- b. If and to the extent that any rights (including any Intellectual Property Rights or rights of goodwill) in any of the Marks should vest in the Supplier, the Supplier shall, at EPC's request, do (and ensure that each other relevant person do), all things (including the execution of any instruments) that may be required to give effect to clause 8.a above.
- c. The Supplier shall also at EPC's request and cost from time to time do (and ensure that each other relevant person do), all things (including the execution of any instruments) that may be required to protect EPC's rights in the Marks in any country from time to time.
- d. The Supplier shall report immediately to EPC if it becomes aware of any claim that any of the Marks infringes the rights of third parties, or if third parties infringe the rights of EPC in the Marks, and shall co-operate fully with EPC in taking all steps reasonably required by EPC in connection with any claimed or suspected infringement.

9. TERM AND TERMINATION

- a. This Agreement will commence on the Effective Date and will thereafter endure for a period of 12 months, unless terminated earlier by either party under this clause 9. After the initial period of 12 months, this Agreement will continue in full force and effect until terminated by either party on 3 months' written notice to the other party.
- b. The Supplier may terminate this Agreement at any time by written notice to EPC.
- c. EPC may terminate this Agreement at any time on written notice to the Supplier in any of the following circumstances:
 - i. if the Supplier is in breach of any of its obligations under this Agreement and (if the breach can be remedied) has failed to remedy that breach within 10 days after having been notified in writing to do so;
 - ii. if the Supplier becomes subject to an Insolvency Event;
 - iii. if an audit or investigation pursuant to clause 6 has revealed shortcomings in the Supplier or the Service which: (1) are (in EPC's sole discretion) significant enough to merit termination of this Agreement; or (2) have not been corrected and addressed fully within a reasonable period of time pursuant to clause 6;
 - iv. if there is any change to the Supplier, the Service, the manner of the operation of the Service, or any other relevant factor that would have caused EPC not to grant the Supplier "EPC-Approved CA" or similar status; or
 - v. if the Supplier undergoes a Change of Control.

10. CONSEQUENCES OF TERMINATION

- a. Each party shall immediately on termination or expiry of this Agreement return to the other party (or at the other party's option, destroy) all Confidential Information in its possession or under its control.
- b. The grant of the licences in clause 2.a shall terminate immediately on termination or expiry of the Agreement for whatever reason. The Supplier shall as soon as is practicable (and in any event within 10 days after) the termination of this Agreement:
 - i. return or at EPC's option destroy forthwith all copies of the Marks; and
 - ii. remove all claims that the Service is provided by an "EPC Approved CA" or that the Supplier is an "EPC-Approved CA" from all of its publications (including web sites).

- c. The Supplier shall immediately on termination or expiry of the Agreement for whatever reason revoke any valid certificates issued under the Service, including (but not limited to) relevant CA signing certificates.
- d. EPC shall be entitled immediately on termination or expiry of this Agreement to instruct the TSL Trust Body to remove or suspend the Supplier's name from the Trust-Service Status List.
- e. EPC shall be entitled immediately on termination or expiry of this Agreement to remove the Supplier's name in relation to the Service from those parts of EPC's web site where it identifies EPC-approved CA service providers for these services.
- f. Termination or expiry of this Agreement does not affect clauses 10 through 14, which shall remain in force.

11. LIABILITY

- a. Subject to clause 11.c below, neither EPC nor the Supplier shall be liable to the other party for any indirect, consequential or punitive losses, damages or claims of whatsoever nature, or for loss of profits, business interruption and loss of information, whether arising from negligence, breach of contract or otherwise, whether or not the other party notified the first party of the possibility of such loss.
- b. EPC shall have no liability for any loss, damage or cost suffered or incurred by the Supplier pursuant to an exercise by EPC of its rights under this Agreement.
- c. Nothing in this Agreement limits or excludes either party's liability for: (i) death or personal injury arising from its negligence; or (ii) fraud or fraudulent misrepresentation of its agents or personnel; or (iii) indemnities given by it under this Agreement; or (iv) a breach by it of its obligations under clause 12 below.

12. CONFIDENTIALITY

- a. EPC and the Supplier shall each:
 - i. keep the Confidential Information of the other confidential;
 - ii. not disclose the Confidential Information of the other to any person, other than in accordance with this clause, unless it first obtains the other party's written consent; and
 - iii. not use the Confidential Information of the other party for any purpose other than the purpose for which the same had been disclosed to it.
- b. EPC may disclose Confidential Information of the Supplier to other participants in the e-Mandate Service or Rulebook to the extent reasonably necessary.

- c. Each of the parties may disclose Confidential Information of the other:
 - i. to its professional advisors;
 - ii. where disclosure is required by applicable law, a court of competent jurisdiction or the rules of a securities exchange;
 - iii. where disclosure is required or requested by, or is otherwise made to and in the course of discussions with, any regulator (including a tax authority); and
 - iv. to the extent necessary to preserve or enforce its rights and remedies under or in connection with the Agreement in the context of court, arbitral or equivalent proceedings.
- d. The above obligations do not apply to any Confidential Information which:
 - i. is or comes into the public domain other than through breach of this Agreement by the party receiving the Confidential Information;
 - ii. can be shown by the party receiving the Confidential Information to the reasonable satisfaction of the other party to have been known by the receiving party before disclosure by the other party to the receiving party;
 - iii. can be shown by the receiving party to the reasonable satisfaction of the other party to have been developed by the receiving party independently, without reference to any information provided by or otherwise obtained from the other party, its group undertakings or sub contractors; or
 - iv. subsequently comes lawfully in to the possession of the receiving party from a third party.

13. GENERAL

- a. This Agreement together with any documents to which it refers constitutes the whole agreement between the parties relating to its subject matter.
- b. No variation of this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- c. If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any competent jurisdiction then that provision shall be severed, and the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

- d. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement, by either party to this agreement, shall impair or operate as a waiver of such right, power, privilege or remedy.
- e. Any notice required to be given under this Agreement or in connection with the matters contemplated in it shall, except where otherwise specifically provided, be in writing and be sent via two of the following means of communication and be addressed to:

For notices to the EPC any communications should be sent to:

- 1. EPC – attention: Secretary to the CASB with a copy to the EPC Legal Counsel;
 - 2. Supplier – [.....]
- i. personally delivered at the address of the other party stated in this Agreement or other address advised by that party, in which case it shall be deemed to have been given upon delivery at the relevant address, or if delivered outside business hours on the next business day;
 - ii. sent by first class, pre-paid post to the address of the other party stated in this Agreement or other address advised by that party, in which case it shall be deemed to have been given two business days after posting; or
 - iii. sent by facsimile, in which case it shall be deemed to have been given when dispatched subject to confirmation by transmission report of uninterrupted transmission, or if sent outside business hours on the next business day.
- f. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties nor, except as expressly provided, shall it constitute or be deemed to constitute either party being or becoming the agent of the other party for any purpose.
 - g. The rights of the Supplier under this Agreement are personal and the Supplier shall not be entitled to assign, transfer, delegate, sub-contract or sub-license any of the rights or obligations under this Agreement without the prior written consent of EPC.

14. GOVERNING LAW AND JURISDICTION

- a. All disputes arising under or in relation to this Agreement may be referred by either party to the Courts of Brussels in Belgium.
- b. Each of the parties will have recourse to any court having jurisdiction for the purpose of injunctive relief, interim or interlocutory orders in support of an arbitration or to enforce an arbitration award.
- c. The Agreement shall be governed by and construed in accordance with the laws of Belgium, without giving effect to any conflict of laws rules or provisions (Belgian or other), that would cause the laws of any other jurisdictions to apply the principles of conflict of laws.



In witness whereof this agreement has been entered into on the date set out above.

Signed by

[*insert name, title*]

duly authorised for and on behalf of European Payments Council A.I.S.B.L

Signed by

[*insert name, title*]

duly authorised for and on behalf of [Supplier]



Schedule A The Marks



Schedule B

Code of Conduct

Participants in the CA services industry strive:

- to act in an honest, fair, reasonable and trustworthy manner;
- not to bring CA services into disrepute;
- to provide clear information about what each CA service provides, including limitations and exclusions, to those who rely on that service;
- to meet service commitments and obligations;
- to be proactive in identifying and correcting faults and deficiencies in CA services;
- to operate in accordance with appropriate standards;
- to act promptly in resolving complaints relating to CA services.