**Appendix 2e**

**Letter of authorisation to the Bank of Spain or the Central Bank with which the payments module account is held**

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

[ Click or tap here to type text.], of Click here or tap to enter a date.

BANCO DE ESPAÑA

Departamento de Sistemas de Pago

División de Servicios de Pagos a Entidades de Crédito

Alcalá, 48

28014 MADRID

Dear Sirs,

By means of the present, the entity Click or tap here to type text., with registered address at Click or tap here to type text., holding Tax ID (NIF) Click or tap here to type text., entered in the Mercantile Register of Click or tap here to type text., volume Click or tap here to type text., book Click or tap here to type text., sheet Click or tap here to type text., Click or tap here to type text. entry, and duly represented for these purposes by [Mr/Ms] Click or tap here to type text., holding National ID Number Click or tap here to type text., by virtue of Click or tap here to type text., authorises [Bank of Spain or the Central Bank with which the payments module account is held] to debit or credit, as appropriate, its payments module account on TARGET2-[Bank of Spain or the Central Bank with which the payments module account is held] with BIC Click or tap here to type text. and number [Click or tap here to type text.] any such amounts resulting from the payment instructions ordered by SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A. (IBERCLEAR), as manager of the ARCO Securities Settlement System, in relation to :

(check [X] as appropriate):

|  |  |
| --- | --- |
| [ ]  | the collection within the framework of **commissions** for trading, registration, clearing, settlement and other services related to the orders and operations on securities settled therein;  |
| [ ]  | **adjustments** derived from **SENAF operations** and their corresponding retrocessions; |
| [ ]  | the income of the **self-assessments of the FTT** |

Yours sincerely,

|  |
| --- |
| [Click or tap here to type text.]Signed:Click or tap here to type text. |
| Click or tap here to type text. |

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

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

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

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

**ACCEPTANCE DOCUMENT FOR DIRECT DEBIT (RTGS)**

**CORRESPONDING TO THE SERVICE FOR THE PRESENTATION AND DEPOSIT OF FINANCIAL TRANSACTIONS TAX**

InClick or tap here to type text., on Click here or tap to enter a date.

By means of this document, Click or tap here to type text. (direct debit entity/Target2 payments module account holder) Click or tap here to type text. with Tax ID number Click or tap here to type text., and registered address at Click or tap here to type text., hereinafter, the “Direct Debit Entity”, in its condition as holder of the Target2 payments module account and for and on behalf of Click or tap here to type text., with national ID number Click or tap here to type text., authorised for this act by power of attorney granted before the Notary Public Click or tap here to type text. on Click here or tap to enter a date. with protocol numberClick or tap here to type text., a copy of which is attached,

andClick or tap here to type text. (participant)Click or tap here to type text. hereinafter, the “Participant” and for and on behalf of Click or tap here to type text., with national ID number …Click or tap here to type text. authorised for this act by power of attorney granted before the Notary Public Click or tap here to type text. with protocol numberClick or tap here to type text. protocol, a copy of which is attached,

HEREBY DECLARES:

1.- That the Direct Debit Entity participates in the TARGET2 component payment system operated by the Bank ofClick or tap here to type text., and is the holder of the RTGS payments module account:

|  |  |
| --- | --- |
| **RTGS payments module account:** | Click or tap here to type text. |
| **BIC code:** | Click or tap here to type text. |
| **Name of Central Bank:** | Click or tap here to type text. |

2.- That the Direct Debit Entity authorises to be settled in this account of the RTGS payment module, **payments arising from the Service for the Presentation and Deposit of Financial Transactions Tax that IBERCLEAR provides for the Participant**. And for this purpose, the corresponding mandate authorising the Bank of Spain is hereby attached.

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

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

|  |  |
| --- | --- |
| On behalf of the direct debit entity: | On behalf of the participant: |
| Signed:Click or tap here to type text. | Signed:Click or tap here to type text. |

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

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