



# Special resolution

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## CS 10 – 2023, Technical Connection

### Euroclear Sweden

In accordance with General terms and conditions for account operations and clearing A 7

Applies from 1 March 2023

## **1. INTRODUCTION**

### **1.1 General**

This Special Resolution for technical connection to Euroclear Sweden (ES) (this "Document") complements and shall be regarded a part of section A 7 of the Euroclear Sweden General Terms and Conditions Account Operations and Clearing (the "ES Account Rules").

For the avoidance of doubt, a Participant using a technical service provider in relation to any part of the technical connection to ES will at all times remain fully responsible towards ES for the fulfilment of the requirements stated in the ES Account Rules (including this Document), including to ensure that all requirements are adhered to also by such service provider.

This Document may be amended by ES from time to time. ES shall, unless not possible due to urgent security reasons or similar, inform Participants of any amendments within reasonable time before any such amendment enters into force, and, if changes are of more significant technical importance, with such notice as may reasonably be required to enable Participants to adjust/change any technical set up.

### **1.2 Technical solution, network, and security**

The technical solution for Participant's network connectivity to ES (the "NCSN Network") is a private network connecting Participants to the VPC System. To enable access to the NCSN Network, ES technical service provider will place physical hardware, i.e., routers, as service demarcation point within the Participant's site. The NCSN Network is based on a shared network infrastructure managed by ES technical service provider, which all Participants are connected to. Basic encryption is in place between the Participant's site, the Service Equipment and central ES data centre. This is however not a protective measure for Participants but rather a basic segregation mechanism for redundancy and prioritization. The Participant is thus responsible for its own security and is strongly advised to consider the connection to the NCSN Network as external and unsecure.

### **1.3 Setting up a technical connection**

As stated in A 7 of ES Account Rules, each Participant with a technical connection to ES must have at least one own communication link for technical connection with ES. ES is however strongly recommending each Participant to have multiple communication links for redundancy purposes. Depending on the size and critically of a Participant, ES may also require such Participant to have at least two communication links. A Participant with multiple communication links shall adhere to one of the proposed redundancy setups offered by ES.

The Participant shall order from ES the communication links required for communication with the ES NCSN Network (the "Service"). ES is, subject to what is set out in the ES Account rules (including this Document), responsible for the setting up, maintenance and supervision of the Service from the service demarcation point at the Participant's site. If ES or the Participant discovers an incident/error in the Service, it shall immediately inform the other party and the parties shall cooperate in good faith to resolve such incident as soon as possible and minimise any damage that may be caused hereby. Incident handling is further set out in section 3.2 below.

To order and set up a new communications link between ES and the Participant, the parties shall first hold a technical meeting regarding the communications link setup and the Participant shall thereafter fill in and return to ES the attached Network Order Form (the "NOF"), as further set out in section 5 below.

## 2. DEFINITIONS

**ES Account Rules:** as defined in the Euroclear Sweden General Terms and Conditions Account Operations and Clearing.

**Internet:** the international interconnected network of networks using the TCP/IP protocol to exchange data communications.

**NCS D Network:** the private network solution for Participant's connection to ES and the VPC System.

**NOF:** the Network Order Form to be filled in by the Participant and returned to ES in relation to each communications link ordered by the Participant.

**Participant Equipment:** any Participant property, including but not limited to hardware, software, systems, cabling, and facilities provided by the Participant and used in conjunction with the Service Equipment to receive the Service whether located on the Participant's site or elsewhere.

**Participant Network:** the Participants own IT infrastructure connected to the NCS D Network and Service Equipment.

**Participant's site:** the physical location, to be within the Participant's or its technical service provider's premises, where the Service Equipment is placed.

**Service:** setting up and maintaining of the communication links in relation to the NCS D Network in order for Participants to communicate with ES.

**Service Equipment:** any hardware (including routers), software (including any licenses), systems, cabling, and facilities provided by ES (or its technical service provider) at the Participant's site to make available the Service to the Participant.

**The/This Document:** this Special Resolution to section A 7 of ES Account Rules containing specific rules for technical connection to ES.

Any abbreviations used in this Document and not defined in this section shall have the same meaning as assigned to them in the Account ES Rules.

### **3. OBLIGATIONS**

#### **3.1 Access to Participant's site**

3.1.1 The Participant shall grant ES technical service provider access to the Participant's site (including any technical service provider's site if necessary) and provide working space and facilities and any other assistance and support that may reasonably be requested in order to enable ES to perform its obligations in relation to the Service, including but not limited to i) installation of Service Equipment, ii) upgrades/changes, iii) testing, iv) necessary maintenance, v) troubleshooting, vi) incident handling and vii) redundancy testing.

Without limiting the foregoing, the Participant shall, as applicable;

- a) advice in writing of any reasonable rules and regulations, including reasonable security requirements, applicable at the Participant's site before any visit;
- b) make the Service Equipment and any systems available as necessary for the performance of the Service;
- c) if relevant, make any systems available from the Internet, or provide alternative means of connectivity to any ES or its technical service provider testing location;
- d) provide all documentation reasonably requested;
- e) make available necessary personnel during the period of performance and participate in meetings as may be reasonably required for ES to perform the Service.

3.1.2 ES shall give the Participant reasonable prior notice to the point of contact as appointed in accordance with section 3.6 below in case access is requested in accordance with section 3.1.1 above and agree with the Participant on the exact timing of such access. It should be noted that in case of troubleshooting and incident handling such prior notice may be very short. Any delay in access may cause that ES cannot perform the relevant part of the Service.

3.1.3 The Participant shall notify ES of any technical or other facilities that it is aware of, including but not limited to water and gas, which could be damaged during the installation of the Service Equipment. ES shall have no liability in respect of any damage or loss arising out of such performance of its obligations in relation to the Service, however, that ES shall use all reasonable skill and care expected from a professional service provider while performing the installation/maintenance/testing etc. of the Service Equipment.

#### **3.2 Incident handling**

3.2.1 ES and the Participant shall cooperate in good faith to minimise and as soon as possible solve any incidents, errors or delays relating to the Service.

3.2.2 ES shall report incidents to, and administer the contact with, ES technical service provider and ensure that such technical service provider takes actions to remedy incidents and errors as soon as possible.

3.2.3 If the Participant becomes aware of or suspects an incident or error in the Service and/or Service Equipment, it shall immediately inform ES.

3.2.4 In the event of an incident/suspected incident, ES or its technical service provider may request the Participant to perform certain troubleshooting and power and equipment check. In such case, the Participant is required to verify basic steps regarding its deliverables and ensure there is power to the Service Equipment/any necessary Participant Equipment, and to perform certain controls of the Service Equipment and any Participant provided item such as, but not limited to, power, cross-connects and Internet connection.

3.2.5 Notifications and contacts according to this section 3.2 shall be made to relevant points of contact as appointed in accordance with section 3.6 below. The Participant is aware of the importance to immediately respond to requests regarding incident handling and that a failure to immediately respond to ES or its technical service provider requests may delay incident

handling and prolong the outage time for the Participant and that ES will not be responsible for such delay.

### **3.3 Participant provided items and connection requirements**

- 3.3.1 The Participant shall, within Participant's site, provide adequate rack space for the Service Equipment and the Service. The rack space requirement for a standard installation is currently 5U (250mm).
- 3.3.2 The Participant shall at all times provide sufficient power needed for the Service Equipment and the Service. If redundant power is required by the Participant, this must be specified to ES when initiating the process of setting up the communications link (and before ordering the Service through the NOF).
- 3.3.3 The Participant shall provide all necessary cross connects within the Participant's site. If a shared datacentre is used as Participant's site, the Participant is responsible for making all necessary cross connect orders and requests to the datacentre facility team, and for all associated costs. Information regarding the use of copper or fibreoptics (including type and connector) must be provided to ES when initiating the process of setting up the communications link (and before ordering the Service through the NOF).
- 3.3.4 The default connection setup for the Service is connecting the Service Equipment to an ES or its technical service provider tail (MPLS). If there is a secondary location/router for redundancy purposes a Participant provided Internet may be used as carrier. The Service Equipment will in such case create a VPN towards the same shared network as used by other NCSD connected Participants.
- 3.3.5 If the Participant uses Participant provided Internet in accordance with section 3.3.4 the Participant shall provide such Internet connection, including one public IP (for Service Equipment), routing and sufficient bandwidth. Participant shall ensure secure gateway router is placed behind a Participant managed firewall for protection. Port specification for firewall openings will be provided by ES upon request.
- 3.3.6 The network used to deliver the Service requires an out of band connection (the "OoB") based on separate hardware connecting 3G/4G and the router console port. In case of errors, this solution will be used to remotely connect to the router console port.
- 3.3.7 The Service demarcation point is the Service Equipment LAN interface. The Participant is required to provide L2 and/or L3 network connectivity, as agreed with ES. Default setup is HSRP/VRRP between the Service Equipment on a Participant provided L2 connection between dual sites, or eBGP peering with two peers (no full mesh) in case of L3 connection.
- 3.3.8 All Participant hosts and/or subnets that are to communicate with any ES system must be reported by the Participant to ES as soon as possible (including any changes of such hosts/subnets). ES is performing filtering and unknown devices will not work.

### **3.4 Change management**

- 3.4.1 Changes to the Participant Network infrastructure and/or hosts or subnets communicating with ES shall be reported to ES single point of contact as soon as possible. In such case, the Participant may be asked to provide service window. More significant changes like physical move and/or adding of Participant's site(s) will require the Participant to request a new communications link setup by requesting a technical meeting and submitting a new NOF.
- 3.4.2 If changes are initiated by ES or its technical service provider, ES shall, provided this is possible considering urgent security needs and similar, notify the Participant as soon as possible of such changes, when they are scheduled and what impact they might have. If such changes require changes on the Participant's side, reasonable notice shall be given to enable time for the changes to be implemented.

### **3.5 Security**

- 3.5.1 As stated in section A 7.3.5 of the ES Account Rules, the Participant must ensure the physical security of the Service Equipment. The Service Equipment contains cryptographic information and must be located within Participant's site. Any placement within a location where unauthorized persons might have access to the Service Equipment is forbidden.
- 3.5.2 The Participant shall put in place the necessary security mechanisms to ensure that no malware and/or malicious traffic is forwarded or addressed to any Service Equipment, or any system that can be reached through the NCSD Network.
- 3.5.3 The Participant shall ensure that only business-related traffic is forwarded to ES, the Service Equipment and the NCSD Network.

### **3.6 Contacts**

- 3.6.1 The Participant shall provide ES (and/or its technical service provider as instructed) with, for each communications link, up to date contact details to one single point of contact to manage incidents and other events. The contact details shall include email address and phone number to a function/person that must always be reachable and able to manage at least the following:
- a) perform certain troubleshooting of the Service Equipment in accordance with section 3.2.4;
  - b) troubleshooting of the Participant Network; and
  - a) organize physical on-site visit for ES and/or its technical service provider if deemed needed.
- 3.6.2 All contact details provided under this section 3.6 may be shared between ES and its technical service provider.
- 3.6.3 Any change in contact person/details and/or physical access routines shall be reported to ES immediately. Wrong or not updated contact details and/or physical access routines may severely delay error correlation in the event of an incident.

### **3.7 Service equipment**

- 3.7.1 The Participant shall use the Service Equipment solely for the purpose of receiving the Service and in accordance with ES reasonable instructions from time to time.
- 3.7.2 The Participant shall not move, modify, relocate, or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the NCSD Network, except for the external labelling of the Service Equipment to indicate third-party ownership and provided there is no interference with the functionalities of the Service Equipment.
- 3.7.3 The Participant shall not cause the Service Equipment to be repaired or serviced except by an authorised representative of ES or its technical service provider.
- 3.7.4 The Participant shall not create or allow any charges, liens, pledges, or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with ES (or its affiliates or subcontractors).
- 3.7.5 The Participant shall upon reasonable written notice in accordance with section 3.1.1 above permit ES or its technical service provider to inspect, test, maintain and replace the Service Equipment at all reasonable times.
- 3.7.6 The Participant shall at its own expense comply with ES reasonable instructions in relation to the modification of the Service Equipment to enable the Participant to receive the Service.

#### **4. NON-COMPLIANCE AND LIABILITY**

- 4.1 For the avoidance of doubt, section A 8 of the ES Account Rules shall generally apply, with the clarifications set out in this section 4.
- 4.2 The Participant shall be liable for any damage to Service Equipment or the NCSD Network which is caused by the Participant's breach of the provisions of the ES Account Rules (including this Document), or the malfunction or failure of any equipment or facility provided by the Participant.
- 4.3 ES shall in no event be liable for any damage resulting from the non-delivery or late delivery of the Services to the extent such failure results from the Participant's failure to fulfil its obligations under the ES Account Rules (including this Document), or from any other failure on the Participant's side which have a direct impact on ES ability to perform its obligations in relation to the Services.
- 4.4 Any non-compliance with the obligations set out in this Document may have significant consequences for the technical connection to ES. In case a breach is notified by either party, the failing party shall take immediate action to remedy such breach as soon as possible. If the Participant fail to remedy a breach within reasonable time (taking the severeness of the breach and potential consequences into account), ES shall have the right to temporary suspend the Participant's technical connection until such breach has been remedied. In case of a breach and/or an incident that is deemed by ES to cause an immediate risk to the NCSD Network and/or any connected ES or Participant system, ES shall have the right to initiate such suspension immediately, or take other actions as deemed necessary in accordance with section A 11 of the ES Account Rules, until the breach/incident has been rectified.

#### **5. ORDERING AND TERMINATION OF A TECHNICAL CONNECTION**

- 5.1 The Participant may, after a technical meeting has been held as set out in section 1.3 above, order a communications link from ES by filling, signing, and returning to ES the attached NOF. When ordering such communications link, it will be applicable and charged for during a minimum period of 24 months (the "Commitment Period"). After the Commitment Period, the communications link will continue in force unless terminated by either party with four (4) months written notice. The monthly fee may be subject to revision and amended by ES. Any such amendments will be communicated in writing in advance.
- 5.2 Upon termination of a communications link, the Participant shall within a reasonable period of time return or remove Service Equipment, as instructed by ES. In the event the Service Equipment is not returned or removed within such reasonable period of time, ES may, upon giving prior notice, access the Participant's site to remove the Service Equipment, or charge the Participant for such Service Equipment.

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## Network Ordering Form

[Company name] (hereinafter referred to as the "Participant") hereby orders a technical connection to Euroclear Sweden. Please fill and sign the NOF and send it to [customer.relations@euroclear.com](mailto:customer.relations@euroclear.com). Upon receipt of your order, Euroclear Sweden will proceed with the request.

(A) Company Details	
Company name and identification number	[To be filled]
(B) Contact Person Details	
<b>Single Technical Point of Contact (mandatory to be filled)*</b>	[To be filled]
Title / Role	[To be filled]
Direct number	[To be filled]
Mobile number	[To be filled]
Email address	[To be filled]
<i>* As specified in "Special Resolution CS 10 Technical Connection". A technical contact must be able to facilitate data centre access.</i>	
<b>Other contact person (if applicable)</b>	
Title / Role	[To be filled]
Direct number	[To be filled]
Mobile number	[To be filled]
Email address	[To be filled]
(C) Endpoint (site) information for Euroclear Sweden connection	
<b>Site 1 [calling name] (primary)</b>	[To be filled]
Participant provided address	[To Be validated by the Participant]
Floor	[To be filled]
Detailed location in Floor	[To be filled]
On-site contact person and information	[To be filled]
<b>Site 2 [calling name] (secondary)</b>	
Participant provided address	[To be validated by the Participant]



Floor	[To be filled]
Detailed location in Floor	[To be filled]
On-site contact person and information	[To be filled]
<b>(D) Participant's estimate of network setup</b>	
<b>Primary site connection information</b>	
Type	[To be filled]
<b>Secondary site connection information</b>	
Type (secure gateway/pip)	[To be filled]
<b>(E) Prices for network connection</b>	
Installation cost (one-time fee)	[To be filled]
Monthly fee*	[To be filled]
Quotation expiry date	[To be filled]

\* Current monthly. The fee may be subject to revision.

The Participant will be invoiced of any costs related to the technical connection, irrespective of the outcome of any application process or if the Participant should decide not to continue with its application.

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[Company name]

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Authorised signature

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Printed name

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Date

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Authorised signature

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Printed name

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Date