

## **Declaration of Intent**

**for link-up to**

**Bank Connect**

This declaration of intent (the Declaration of Intent) was entered into by

Bank Connect

v/Bankdata

Business Reg. No. 68 96 44 15

Erritsø Bygade 102, DK-7000 Fredericia

(hereinafter referred to as "Party A")

and

ERP supplier

Name

Business registration No.

Address

(hereinafter referred to as "Party B")

(hereinafter severally referred to as "Party" or collectively "the Parties")

## **1 Background**

- 1.1** The Declaration of Intent states the Parties' understanding of Part B's link-up to Bank Connect and compliance with format, test and versioning requirements.
- 1.2** The objective of the Declaration of Intent is to establish clarity in respect of the requirements and rights associated with Part B's link-up to Bank Connect.
- 1.3** Subsequently, no written agreement will be concluded between Party A and Party B, but the cooperation will solely be based on this Declaration of Intent.

## **2 Main terms and conditions**

- 2.1** Bank Connect offers a common standard for the exchange of data, including, for instance, payment details and account entries directly between an enterprise's ERP system and its financial institution.
- 2.2** Hence Party B can offer his clients a faster and more efficient way to meet their cash management requirements. It can be done automatically from their ERP systems.
- 2.3** The possibility of offering clients STP (Straight Through Processing) between their ERP systems and the systems of the financial institution. If, subsequently NO approval is to be required in the netbank, this must be agreed specifically between the corporate client and his bank.
- 2.4** It will be easy for the enterprise to change financial institution without losing the integration between the ERP system and the financial institution, as the interface between the systems will be the same with Bank Connect.
- 2.5** All rights to the Bank Connect solution belong to the data processing centres that are behind Bank Connect.

**2.6** The data processing centres make the Bank Connect solution available to ERP providers free of charge and without responsibility of any costs, expenses or losses that the ERP providers may incur or sustain in connection with the use of the Bank Connect solution.

### **3 Whitelisting**

The objective of whitelisting is to display to everyone the ERP suppliers and systems as well as version Nos. that are linked up to Bank Connect as well as the dates of the latest updates.

Company name

Address

Business Reg. No.

Telephone

Email

URL for website

(possibly a deep link)

Name of ERP system

Version No.

#### **3.1 The XML ISO 20022 format.**

For formats and responses, an XSLT template is supplied, which can be applied to the ISO 20022 format so it appears as a form. The format must always be complied with.

To become whitelisted, Party B must meet the requirements in the following respects:

1. Versioning and updating
2. Security
3. Test

### **3.1.1. Versioning and updating**

Party B is under the obligation at any time to use the applicable versions of Bank Connect.

Party A shall service the version applicable at any time as well as the two previous versions for periods of 12 and 3 months, respectively, after the launch of the newest version.

Example: version 3 is launched on 1 May 2015. Hence version 2 will be serviced until and including 30 April 2016, and version 1 will be serviced until and including 31 July 2015.

Information about new versions will be announced via newsletters and also be published on [www.bankconnect.dk](http://www.bankconnect.dk)

ERP suppliers linked up to Bank Connect will on an ongoing basis be asked to update information about formats and versions that is shown on Bank Connect's website.

### **3.1.2 Security**

Part B shall be under the obligation to develop all elements of security according to the guidelines established by Bank Connect with a view to securing that encryption, the certificate handling, protection of data during transmission and verification of sender/receiver take place in a safe and secure manner.

The directions apply both to internal circumstances at the client when the solution has been installed and also during communication between the client and the bank.

If the security level is changed, for instance because the requirements are tightened, Party B shall undertake to develop the security part of the Bank Connect module and implement this at Party B's clients.

In the event of possible compromising situations, solely Bank Connect decides whether the existing security level can continue temporarily, yet at the most with two preceding versions, until a new security solution with tighter requirements has been implemented at the client, or, at worst, if it is necessary entirely to close for the existing security level until a new more stringent level has been introduced.

It is crucial that, at any time, it is considered secure to use Bank Connect.

### **3.1.3 Tests**

The developer package contains a testing tool that is to be used in connection with the development and testing of the format. It is important that this testing tool is used. Party B is obliged, prior to implementing the solution, to carry out tests in relation to the web service operations and the business functionality that is to be used, cf. the test suite in the Bank Connect developer package.

## **4 Exclusivity**

No exclusivity applies in connection with this agreement. Party A enters into agreements with all interested parties.

## **5 Confidentiality**

Unless being obliged to do so by law, a Party must not disclose confidential information to third parties except for advisers / account managers who are subject to a duty of confidentiality or use Confidential Information for other purposes than assessment of the intended link-up to Bank Connect.

## **6 Costs and Expenses**

**6.1** Unless otherwise agreed, each Party shall bear his own costs and expenses relating to the preparation, implementation and maintenance of Part B's link-up to Bank Connect.

**6.2** When linking up to Bank Connect, Party B is offered a voucher system for 15 hours of consultancy assistance in order to facilitate the implementation of the solution. Consultancy in excess of these hours is offered against payment. Upon request, the rates will be stated by Part A's Service Desk.

## **7 Duration and termination**

**7.1** The Declaration of Intent will take effect when signed by both Parties and terminate at the first occurrence of one of the following events: (i) if Party B no longer wishes to be linked up to Bank Connect or (ii) if Party B does not meet the criteria applying to the link-up to Bank Connect and Whitelisting or (iii) if Bank Connect is discontinued as a product.

**7.2** The Parties shall have no claims against each other following the discontinuation of the Declaration of Intent irrespective of the cause.

## **8 Other terms and conditions**

Any dispute between the Parties that may occur in connection with the Declaration of Intent and that cannot be settled amicably shall be settled by a competent court of law according to Danish law except for rules on the choice of law.

For Party A

For Party B

Name:

Name:

Title:

Title:

Date

Date: