

RULES ON THE OPENING AND OPERATION OF A TIPS DEDICATED CASH ACCOUNT (TIPS DCA) IN TARGET2-SUOMEN PANKKI

TITLE I - GENERAL PROVISIONS

Article 1 Definitions

For the purposes of these Rules the following definitions apply:

'**ancillary system**' means a system managed by an established in the European Union or 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's website¹, in which payments and/or financial instruments are exchanged and/or cleared or recorded with (a) the monetary obligations settled in TARGET2; and/or (b) funds held in TARGET2, in accordance with Guideline ECB/2012/27 of the European Central Bank² and a bilateral arrangement between the ancillary system and the relevant Eurosystem CB,

'**authorised account user**' means an entity which: (a) holds a Business Identifier Code (BIC); (b) is registered as such by a TIPS DCA holder; and (c) is addressable through the TIPS Platform for the settlement of instant payments,

'**branch**' means a branch within the meaning of point (17) of Article 4(1) of Regulation (EU) No 575/2013,

'**business day**' or '**TARGET2 business day**' means any day on which TARGET2 is open for the settlement of payment orders, as set out in Annex III,

'**Business Identifier Code (BIC)**' means a code as defined by ISO Standard No 9362,

'**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 Rules,

'**central banks (CBs)**' means the Eurosystem CBs and the connected NCBs,

'**connected NCB**' means a national central bank (NCB), other than a Eurosystem CB, which is connected to TARGET2 pursuant to a specific agreement,

¹ The Eurosystem's current policy for the location of infrastructure is set out in the following statements, which are available on the ECB's website at 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 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, revised version of July 2016.

² Guideline ECB/2012/27 of the European Central Bank 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).

'**credit institution**' means either: (a) a credit institution within the meaning of point (1) of Article 4(1) of Regulation (EU) No 575/2013 that is subject to supervision by a competent authority; or (b) 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,

'**credit memorandum balance (CMB)**' means a limit set by the TIPS DCA holder for the use of liquidity on the TIPS DCA by a specific reachable party,

'**deposit facility**' means a Eurosystem standing facility which counterparties may use to make overnight deposits with an NCB at a pre-specified deposit rate,

'**deposit facility rate**' means the interest rate applicable to the deposit facility,

'**euro area NCB**' means the NCB of a Member State whose currency is the euro,

'**European Payments Council's SEPA Instant Credit Transfer (SCT Inst) scheme**' or "SCT Inst scheme" means an automated, open standards scheme providing a set of interbank rules to be complied with by SCT Inst participants, allowing payment services providers in SEPA to offer an automated, SEPA-wide euro instant credit transfer product, (*Amendment 21.11.2021*)

'**Eurosystem CB**' means the ECB or a euro area NCB,

'**event of default**' means any impending or existing event, the occurrence of which may threaten the performance by a participant of its obligations under these Rules or any other rules applying to the relationship between that participant and the Bank of Finland or any other CB, including:

- (a) where the participant no longer meets the access criteria laid down in Article 5 or the requirements laid down in Article 6(1)(a)(i) or Article 6(1)(b)(iii);
- (b) the opening of insolvency proceedings in relation to the participant;
- (c) the submission of an application relating to the proceedings referred to in point (b);
- (d) the issue by the participant 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 participant into a voluntary general agreement or arrangement with its creditors;
- (f) where the participant is, or is deemed by its CB to be, insolvent or unable to pay its debts;
- (g) where the participant's credit balance on its TIPS DCA, PM account or T2S DCA or all or a substantial part of the participant'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 participant's creditors;
- (h) where participation of the participant 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 participant or which is implied to have been made by the participant under the applicable law is incorrect or untrue;
- (j) the assignment of all or a substantial part of the participant's assets,

'**IBAN**' means the international bank account number which uniquely identifies an individual account at a specific financial institution in a particular country, (*Amendment 21.11.2021*)

'**ICM broadcast message**' means information made simultaneously available to all or a selected group of PM account holders via the ICM,

'**Information and Control Module (ICM)**' means the SSP module that allows TIPS DCA holders that also hold a Linked PM account to obtain online information and gives them the possibility to submit PM to TIPS DCA liquidity transfer orders and TIPS DCA to PM liquidity transfer orders, and to manage liquidity,

'**insolvency proceedings**' means insolvency proceedings within the meaning of Article 2(j) of Directive 98/26/EC of the European Parliament and of the Council³,

'**instant payment order**' means, in line with the European Payments Council's SEPA Instant Credit Transfer (SCT Inst) scheme, a payment instruction which can be executed 24 hours a day any calendar day of the year, with immediate or close to immediate processing and notification to the payer and includes (i) TIPS DCA to TIPS DCA instant payment orders, (ii) TIPS DCA to TIPS AS technical account instant payment orders, (iii) TIPS AS technical account to TIPS DCA instant payment orders and (iv) TIPS AS technical account to TIPS AS technical account instant payment orders (*Amendment 21.11.2021*)

'**instructing party**' means an entity which has been designated as such by a TIPS DCA holder and which is allowed to send payment orders to the TIPS Platform and/or receive payment orders from the TIPS Platform on behalf of that TIPS DCA holder or a reachable party of that TIPS DCA holder

'**investment firm**' means an investment firm within the meaning of the Act on Investment Services (747/2012) chapter 1 section 13 paragraph 1, excluding the institutions specified in the Act on Investment Services section 2 and 3, 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 2014/65/EU; and
- b) entitled to carry out the activities referred to under the Act on Investment Services chapter 1 section 15, items 2, 3, 6 and 7.

'**Linked PM account**' means the PM account with which a TIPS DCA is associated for the purpose of liquidity management and payment of TIPS fees,

'**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,

'**mobile proxy look-up (MPL) service**' means a service which enables TIPS DCA holders, ancillary systems using TIPS AS technical accounts and reachable parties, who receive from their customers a request to execute an instant payment order in favour of a beneficiary identified with a proxy (e.g. a mobile number), to retrieve from the central MPL repository the corresponding beneficiary IBAN and the BIC to be used to credit the relevant account in TIPS, (*Amendment 21.11.2021*)

'**Network Service Provider (NSP)**' means an undertaking that has been awarded a concession with the Eurosystem to provide connectivity services via the Eurosystem Single Market Infrastructure Gateway, (*Amendment 21.11.2021*)

³ 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 (OJ L 166, 11.6.1998, p. 45).

'participant' or 'direct participant' means an entity that holds at least one TIPS DCA (TIPS DCA holder) and/or one PM account (PM account holder) and/or one T2S DCA (T2S DCA holder) with a Eurosystem CB,

'payee', except where used in Article 30 of these Rules, means a TIPS DCA holder whose TIPS DCA will be credited as a result of a payment order being settled,

'payer', except where used in Article 30 of these Rules, means a TIPS DCA holder whose TIPS DCA will be debited as a result of a payment order being settled,

'payment order' except where used in Articles 16 to 18 of these Rules, means an instant payment order, a positive recall answer, a PM to TIPS DCA liquidity transfer order, a TIPS DCA to PM liquidity transfer order, a TIPS AS technical account to TIPS DCA liquidity transfer order or a TIPS DCA to TIPS AS technical account liquidity transfer order, *(Amendment 21.11.2021)*

'PM to TIPS DCA liquidity transfer order' means the instruction to transfer a specified amount of funds from a PM account to a TIPS DCA,

'positive recall answer' means, in line with the SCT Inst scheme, a payment order initiated by the receiver of a recall request, in response to a recall request, for the benefit of the sender of that recall request,

'public sector body' means an entity within the 'public sector', the latter term as defined in Article 3 of Council Regulation (EC) No 3603/93⁴,

'reachable party' means an entity which: (a) holds a BIC; (b) is designated as reachable party by a TIPS DCA holder or by an ancillary system; (c) is a correspondent, customer or branch of a TIPS DCA holder or a participant of an ancillary system or a correspondent, customer or branch of a participant of an ancillary system; and (d) is addressable through the TIPS Platform and is able to submit instant payment orders and receive instant payment orders either via the TIPS DCA holder or the ancillary system or, if so authorised by the TIPS DCA holder or by the ancillary system, directly, *(Amendment 21.11.2021)*

'recall request' means, in line with the SCT Inst scheme, a message from a TIPS DCA holder requesting reimbursement of a settled instant payment order,

'Single Shared Platform (SSP)' means the single technical platform infrastructure provided by the SSP-providing NCBs,

'SSP-providing NCBs' means the Deutsche Bundesbank, the Banque de France and the Banca d'Italia in their capacity as the CBs building and operating the SSP for the Eurosystem's benefit,

⁴ 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 (OJ L 332, 31.12.1993, p. 1).



'**static data collection form**' means a form developed by Bank of Finland for the purpose of registering applicants for TIPS DCA holders for TARGET2-Suomen Pankki 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 the Bank of Finland,

'**TARGET2-Suomen Pankki**' means the TARGET2 component system of Bank of Finland.

'**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 participant**' means any participant in any TARGET2 component system,

T2S Dedicated Cash Account (T2S DCA)' means an account held by a T2S DCA holder, opened in TARGET2-Suomen Pankki, and used for cash payments in relation to securities settlement in T2S,

'**technical malfunction of TARGET2**' means any difficulty, defect or failure in the technical infrastructure and/or the computer systems used by TARGET2-Suomen Pankki or any other event that makes it impossible to execute payments in TARGET2-Suomen Pankki.

'**TARGET Instant Payment Settlement (TIPS) service**' means the settlement in central bank money of instant payment orders on the TIPS Platform,

'**TIPS ancillary system technical account (TIPS AS technical account)**' means an account held by an ancillary system or the CB on an ancillary system's behalf in the CB's TARGET2 component system for use by that ancillary system for the purpose of settling instant payments in its own books,

"**TIPS DCA to TIPS AS technical account liquidity transfer order**" means the instruction to transfer a specified amount of funds from a TIPS DCA to a TIPS AS technical account to fund the TIPS DCA holder's position (or the position of another participant of the ancillary system) in the books of the ancillary system,

"**TIPS AS technical account to TIPS DCA liquidity transfer order**" means the instruction to transfer a specified amount of funds from a TIPS AS technical account to a TIPS DCA to defund the TIPS DCA holder's position (or the position of another participant of the ancillary system) in the books of the ancillary system,

TIPS DCA to PM liquidity transfer order' means the instruction to transfer a specified amount of funds from a TIPS DCA to a PM account,

'**TIPS Dedicated Cash Account (TIPS DCA)**' means an account held by a TIPS DCA holder, opened in TARGET2-Suomen Pankki, and used for the provision of instant payment services to its customers,



'**TIPS Distinguished Name (TIPS DN)**' means the network address for the TIPS Platform which must be included in all messages intended for the system,

'**TIPS GUI**' means the module on the TIPS Platform which allows TIPS DCA holders to obtain online information and gives them the possibility to submit TIPS DCA to PM liquidity transfer orders,

'**TIPS Platform**' means the single technical platform infrastructure provided by the TIPS Platform-providing NCBs,

'**TIPS Platform-providing NCBs**' means the Deutsche Bundesbank, the Banco de España, the Banque de France and the Banca d'Italia in their capacity as the CBs building and operating the TIPS Platform for the Eurosystem's benefit,

'**User Detailed Functional Specifications (UDFS)**' means the most up-to-date version of the UDFS, which is the technical documentation that details how a TIPS DCA holder interacts with TARGET2,

Article 2 Scope

The present Rules govern the relationship between the relevant euro area NCB and its TIPS DCA holder as far the opening and the operation of the TIPS DCA is concerned.

Article 3 Annexes

1. The following Annexes form an integral part of these Rules:

Annex I: Parameters of the TIPS DCA – Technical specifications

Annex II: Terms of reference for capacity and country opinions

Annex III: Operating schedule

Annex IV: Fee schedule

Annex V: TIPS service for ancillary systems settling instant payments

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

Article 4 General description of TARGET2

1. TARGET2 provides real-time gross settlement for payments in euro, with settlement in central bank money across PM accounts, T2S DCAs for the purpose of securities transactions and TIPS DCAs for the purpose of instant payments.
2. The following transactions are processed in TARGET2-Suomen Pankki:
 - a) transactions 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) T2S DCA to T2S DCA liquidity transfer orders, T2S DCA to PM liquidity transfer orders and PM to T2S DCA liquidity transfer orders;
 - g) instant payment orders;
 - h) positive recall answers;
 - i) ia) TIPS DCA to TIPS AS technical account liquidity transfer orders and TIPS AS technical account to TIPS DCA liquidity transfer orders; and;
ib) TIPS DCA to PM liquidity transfer orders and PM to TIPS DCA liquidity transfer orders; and
 - j) any other transactions 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, T2S DCAs and TIPS DCAs. TARGET2 is established and



functions on the basis of the SSP through which 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 TIPS DCAs and TIPS AS technical accounts is concerned, TARGET2 is technically established and functions on the basis of the TIPS Platform. As far as the technical operation of the T2S DCAs is concerned, TARGET2 is technically established and functions on the basis of the T2S Platform. (*Amendment 21.11.2021*)

4. The Bank of Finland is the provider of services under these Rules. Acts and omissions of the TIPS Platform-providing NCBs shall be considered acts and omissions of the Bank of Finland, for which it shall assume liability in accordance with Article 23 of these Rules. Participation pursuant to these Rules shall not create a contractual relationship between TIPS DCA holders and the TIPS Platform-providing NCBs when any of the latter acts in that capacity. Instructions, messages or information which a TIPS DCA holder receives from, or sends to, the SSP or TIPS Platform in relation to the services provided under these Rules are deemed to be received from, or sent to, the Bank of Finland.
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 Directive 98/26/EC. TARGET2-Suomen Pankki is designated as a 'system' under the Act on Certain Conditions on Securities and Currency trading as well as Settlement Systems (1084/1999)
6. Participation in TARGET2 takes effect via participation in a TARGET2 component system. These Rules describe the mutual rights and obligations of TIPS DCA holders in TARGET2-Suomen Pankki and the Bank of Finland. The rules on the processing of payment orders under these Rules (Title IV and Annex I) refer to all payment orders submitted or payments received by any TIPS DCA holder.

TITLE II - PARTICIPATION

Article 5 Access criteria

1. The following types of entities are eligible to become a TIPS DCA TARGET2-Suomen Pankki:
 - a) credit institutions established in Union or the EEA, including when they act through a branch established in the Union or the EEA;
 - b) credit institutions established outside the EEA, provided that they act through a branch established in the Union or 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 Bank of Finland after informing the ECB, is incompatible with the smooth functioning of TARGET2.

2. The Bank of Finland may, at its discretion, also admit the following entities as TIPS DCA holders:
 - (a) treasury departments of central or regional governments of Member States; (Amendment 17.11.2019)
 - (b) public sector bodies of Member States authorised to hold accounts for customers;
 - (c)
 - (i) investment firms established in the Union or the EEA, including when they act through a branch established in the Union of the EEA; and
 - (ii) investment firms established outside the EEA, provided that they act through a branch established in the Union of the EEA, (Amendment 17.11.2019)
 - (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 5, subsection 1, paragraph 2b of the Payment Institutions Act (297/2010) are not entitled to participate in TARGET2-Suomen Pankki.

Article 6 Application procedure

1. In order for the Bank of Finland to open a TIPS DCA for an entity, such entity must comply with the access criteria of the provisions of the Bank of Finland implementing Article 5 and 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 the TIPS Platform and submit payment orders to it. In

doing so, applicant TIPS DCA holders may involve third parties, but retain sole liability. In particular, unless an instructing party is used, applicant TIPS DCA holders shall enter into an agreement with one or more NSPs to obtain the necessary connection and admissions, in accordance with the technical specifications and requirements in Annexes I ; and (*Amendment 21.11.2021*)

- (ii) have passed the tests required by the the Bank of Finland and
 - b) fulfil the following legal requirements:
 - (i) provide a capacity opinion in the form specified in Annex II, unless the information and representations to be provided in such capacity opinion have already been obtained by the Bank of Finland in another context;
 - (ii) for credit institutions or investment firms established outside the EEA, acting through a branch established in the Union or the EEA, provide a country opinion in the form specified in Annex II, unless the information and representations to be provided in such country opinion have already been obtained by the Bank of Finland in another context; and (*Amendment 17.11.2019*)
 - (iii) have adhered to the SCT Inst scheme by signing the SEPA Instant Credit Transfer Adherence Agreement.
2. Entities wishing to open a TIPS DCA shall apply in writing to the the Bank of Finland as a minimum enclosing the following documents/information:
- a) completed static data collection forms as provided by the Bank of Finland
 - b) the capacity opinion, if required by the Bank of Finland;
 - c) the country opinion, if required by the the Bank of Finland; and
 - d) evidence of their adherence to the SCT Inst scheme.
3. The Bank of Finland may also request any additional information it deems necessary to decide on the application to open a TIPS DCA.
4. The Bank of Finland shall reject the application to open a TIPS 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 the Bank of Finland's assessment, opening a TIPS DCA would endanger the overall stability, soundness and safety of TARGET2-Suomen Pankki or of any other TARGET2 component system, or would jeopardise the Bank of Finland's performance of its tasks as described in the Act on the Bank of Finland (214/1998) and the Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence.
5. The Bank of Finland shall communicate its decision on the application to open a TIPS DCA to the applicant TIPS DCA holder within one month of the Bank of Finland's receipt thereof. Where the Bank of Finland requests additional information pursuant to paragraph 3, the decision shall be communicated within one month of the Bank of Finland's receipt of this information from the applicant TIPS DCA holder. Any rejection decision shall contain reasons for the rejection.

Article 7 TIPS DCA holders

1. TIPS DCA holders in TARGET2-Suomen Pankki shall comply with the requirements set out in Article 6. They shall have at least one TIPS DCA with the Bank of Finland.
2. In order to send messages to the TIPS Platform, TIPS DCA holders may access the TIPS Platform:
 - a) directly, and/or
 - b) using one or more instructing parties.

For both of these methods of access, the TIPS DCA holder shall use one or more TIPS DNs.

3. In order to receive messages from the TIPS Platform, TIPS DCA holders shall access the TIPS Platform:
 - a) directly; or
 - b) using one instructing party.

For both of these methods of access, the TIPS DCA holder shall use one TIPS DN to receive instant payment orders.

4. If the TIPS DCA holder chooses to interact with the TIPS Platform via an instructing party, as set out in paragraphs 2 and 3, messages received or sent via the instructing party are deemed to be received from or sent to the TIPS DCA holder. The TIPS DCA holder shall be bound by such actions, regardless of the content of, or any non-compliance with, the contractual or other arrangements between that TIPS DCA holder and any designated instructing party.

Article 8 Reachable parties

1. TIPS DCA holders may designate one or more reachable parties. Reachable parties must have adhered to the SCT Inst scheme and signed the SEPA Instant Credit Transfer Adherence Agreement.
2. TIPS DCA holders shall provide evidence to Bank of Finland of each designated reachable party's adherence to the SCT Inst scheme.
3. A TIPS DCA holder shall inform Bank of Finland if any designated reachable party no longer adheres to the SCT Inst scheme and shall, without undue delay, take steps to prevent the reachable party from accessing the TIPS DCA.
4. The TIPS DCA holder may designate one or more instructing parties for its designated reachable parties.
5. If a TIPS DCA holder designates one or more reachable parties and/or one or more instructing parties in accordance with paragraphs 1 or 4, respectively, messages received from these reachable parties or, if applicable, via these instructing parties are deemed to be received from the TIPS DCA Holder. Similarly, messages sent to these reachable parties or, if applicable, via these instructing parties are deemed to be sent to the TIPS DCA Holder. The TIPS DCA holder shall be bound by such actions, regardless of the content of, or any non-compliance with, the

contractual or other arrangements between that TIPS DCA holder and any of the entities referred to in paragraphs 1 and 4.

Article 9 Contractual relationship with an NSP

1. Participants shall either:
 - a) conclude a contract with an NSP within the framework of the concession contract with that NSP in order to establish a technical connection to TARGET2- Suomen Pankki; or
 - b) connect via another entity which has concluded a contract with an NSP within the framework of the concession contract with that NSP. The legal relationship between a participant and the NSP shall be exclusively governed by the terms and conditions of their separate contract as referred to in paragraph 1(a).
2. The services to be provided by the NSP shall not form part of the services to be performed by the Bank of Finland in respect of TARGET2.
3. The Bank of Finland shall not be liable for any acts, errors or omissions of a NSP (including its directors, staff and subcontractors) or for any acts, errors or omissions by third parties selected by participants to gain access to the NSP's network, *(Amendment 21.11.2021)*

Article 11 TIPS directory

1. The TIPS directory is the list of TIPS DCA holders and reachable parties. It shall be updated daily.
2. TIPS DCA holders may only distribute the TIPS directory to their branches, their designated reachable parties and their instructing parties. Reachable parties may only distribute the TIPS directory to their branches.
3. A specific BIC can only appear once in the TIPS directory.
4. TIPS DCA holders acknowledge that the Bank of Finland and other CBs may publish their names and BICs. In addition, the Bank of Finland and other CBs may publish names and BICs of reachable parties designated by TIPS DCA holders and TIPS DCA holders shall ensure that reachable parties have agreed to such publication.
- 5.

Article 11a MPL repository

1. The central MPL repository contains the proxy – IBAN mapping table for the purposes of the MPL service.
2. Each proxy may be linked to only one IBAN. An IBAN may be linked to one or multiple proxies.
3. Article 29 shall apply to the data contained in the MPL repository, *(Amendment 21.11.2021)*

TITLE III - OBLIGATIONS OF THE PARTIES

Article 12 Obligations of the Bank of Finland and the TIPS DCA holders

1. The Bank of Finland shall open upon request of the TIPS DCA holder and operate one or more TIPS DCA(s) denominated in euro. Save where otherwise provided in these Rules or required by law, the Bank of Finland shall use all reasonable means within its power to perform its obligations under these Rules, without guaranteeing a result.
2. Actions taken by reachable parties and instructing parties are deemed to be those of the TIPS DCA holder, including for the purposes of Directive 98/26/EC.
3. The TIPS DCA holder shall register itself and its reachable parties as authorised account users for settlement purposes. For that purpose it shall only register its own BIC and/or that of a reachable party.
4. The fees for TIPS DCA services are laid down in Annex IV. The holder of the Linked PM account is liable for paying these fees.
5. TIPS DCA holders shall ensure that at all times they are connected to the TIPS Platform via the TIPS DN used for the purpose of receiving messages under Article 7(3).
6. TIPS DCA holders which have designated a reachable party shall ensure that at all times this reachable party is connected to the TIPS Platform via the TIPS DN used for the purpose of receiving messages under Article 8.
7. The TIPS DCA holder represents and warrants to the Bank of Finland that the performance of its obligations under these Rules does not breach any law, regulation or by-law applicable to it or any agreement by which it is bound.
8. TIPS DCA holders shall ensure that the liquidity in the TIPS DCA is properly managed. This obligation shall include but is not limited to obtaining regular information on their liquidity position. The Bank of Finland shall provide a daily statement of accounts to any TIPS DCA holder that has opted for such service on the TIPS Platform. Daily statements are provided for each TARGET2 business day.

Article 13 Designation, suspension or termination of a Linked PM account

1. The TIPS DCA holder shall designate a Linked PM account. The Linked PM account may be held in a TARGET2 component system other than TARGET2-Suomen Pankki and may belong to a different legal entity from the TIPS DCA holder. A Linked PM account may be linked to a maximum of 10 TIPS DCAs.
2. A PM account holder using internet-based access cannot be designated as a Linked PM account holder.
3. If the holder of the Linked PM account and the holder of the TIPS DCA are different legal entities and the participation of that Linked PM account holder is suspended or terminated, the Bank of Finland and the TIPS DCA holder shall take all reasonable and practicable steps to mitigate any damage or loss. The TIPS DCA holder shall take all necessary steps to designate a new Linked PM account without undue delay which will then be liable for any outstanding invoices.
4. The Bank of Finland shall not be liable for any losses incurred by the TIPS DCA holder as a consequence of the suspension or termination of the Linked PM account holder's participation.

Article 14 Cooperation and information exchange

1. In performing their obligations and exercising their rights under these Rules, the Bank of Finland and TIPS DCA holders shall cooperate closely to ensure the stability, soundness and safety of TARGET2-Suomen Pankki. 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 Rules, without prejudice to any banking secrecy obligations.
2. The Bank of Finland shall establish and maintain a system support desk to assist TIPS DCA holders in relation to difficulties arising in connection with system operations.
3. Up-to-date information on the operational status of the TIPS Platform and the SSP shall be available on the TARGET2 Information System (T2IS) and the TIPS Information System on dedicated webpages on the ECB's website. The T2IS and the TIPS Information System may be used to obtain information on any event affecting the normal operation of the SSP and the TIPS Platform.
4. The Bank of Finland may either communicate messages to TIPS DCA holders by means of ICM broadcast messages where they also hold a PM account, or otherwise by any other means.
5. TIPS DCA holders are responsible for the timely update of existing static data collection forms and the submission of new static data collection forms to the Bank of Finland. TIPS DCA holders are responsible for verifying the accuracy of information relating to them that is entered into TARGET2-Suomen Pankki by the Bank of Finland
6. TIPS DCA holders shall inform the Bank of Finland about any change in their legal capacity and relevant legislative changes affecting issues covered by the country opinion relating to

them. TIPS DCA holders shall also inform the Bank of Finland if they no longer fulfill the requirements for adhering to the SCT Inst scheme.

7. TIPS DCA holders shall inform the Bank of Finland of any new reachable party which they register and any changes related to such registered reachable parties.
8. TIPS DCA holders shall immediately inform the Bank of Finland if an event of default occurs in relation to themselves or if they are subject to crisis prevention measures or crisis management measures within the meaning of Directive 2014/59/EU or any other equivalent applicable legislation. *(Amendment 17.11.2019)*

TITLE IV - MANAGEMENT OF TIPS DCAs AND PROCESSING OF PAYMENT ORDERS

Article 15 Opening and management of TIPS DCAs

1. The Bank of Finland shall open and operate at least one TIPS DCA for each TIPS DCA holder. A TIPS DCA shall be identified by means of a unique account number of up to 34 characters which will be structured as follows.

	Name	Format	Content
Part A	Account type	1 char. exactly	'I' for instant payment 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
Part C	Sub-classification of the account	Up to 17 char.	Free text (alphanumeric) to be provided by the TIPS DCA holder

2. No debit balance shall be allowed on TIPS DCAs.
3. For the purpose of calculation of minimum reserves, remuneration of overnight balances and automatic recourse to marginal lending facility, the TIPS DCA holder shall link its TIPS DCA with a PM account which it holds with the Bank of Finland
4. If the TIPS DCA holder holds its minimum reserve directly, any end-of-day balance on its TIPS DCA recorded in accordance with Annex III shall be taken into account for the purpose of its minimum reserves. If the TIPS DCA holder holds its minimum reserve indirectly, its TIPS DCA cannot be linked to a PM account or another account held by its intermediary, because where minimum reserves are indirectly held, the accounts of the TIPS DCA holder cannot be aggregated with the accounts held by the intermediary through which the TIPS DCA holder fulfils its minimum reserve requirements.
5. TIPS DCAs shall either be remunerated at zero per cent or at the deposit facility rate, whichever is lower, unless they are used to hold any of the following:
 - a. minimum reserves;
 - b. excess reserves;
 - c. government deposits as defined in Article 2, point (5) of Guideline (EU) 2019/671 (ECB/2019/7).

In the case of minimum reserves, the calculation and payment of remuneration of holdings shall be governed by Council Regulation (EC) No 2531/98⁵ and Regulation (EU) No 2021/378 of the European Central Bank (ECB/2021/1)⁶. In the case of excess reserves, the calculation and payment of remuneration of holdings shall be governed by Decision (EU) 2019/1743 (ECB/2019/31)⁷. In the case of government deposits, the remuneration of holdings shall be governed by the provisions relating to those government deposits as set out in Article 4 of Guideline (EU) 2019/671 (ECB/2019/7)⁸ (*Amendment 2.5.2022*)

Article 16 Types of payment orders in TIPS DCA

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

- a) instant payment orders;
- b) positive recall answers;
- c) TIPS DCA to PM liquidity transfer orders;
- d) TIPS DCA to TIPS AS technical account liquidity transfer orders; and
- e) TIPS AS technical account to TIPS DCA liquidity transfer orders. (*Amendment 21.11.2021*)

Article 17 Acceptance and rejection of payment orders

1. Payment orders within the meaning of Article 16 and submitted by TIPS DCA holders are deemed accepted by the Bank of Finland if:
 - a) the payment message has been delivered to the TIPS Platform by the respective NSP; and
 - b) the payment message complies with the formatting rules and conditions of TARGET2-Suomen Pankki and passes the double-entry check described in Annex I
2. The Bank of Finland shall immediately reject any payment order that does not fulfil the conditions laid down in paragraph 1. The Bank of Finland shall inform the TIPS DCA holders of any rejection of a payment order, as specified in Annex I. For the avoidance of doubt, if the payment order was submitted via an instructing party or by a reachable party on behalf of the TIPS DCA holder, the instructing or reachable party will receive the rejection.

Article 18 Processing of payment orders on TIPS DCAs

1. The TIPS Platform attaches its timestamp for the processing of payment orders in the sequence of their receipt.
2. All payment orders submitted to the TARGET2-Suomen Pankki shall be processed on a first in-first out basis without prioritisation or reordering.
3. After an instant payment order has been accepted as set out in Article 17, the TARGET2-Suomen Pankki shall check if sufficient funds are available on the payer's TIPS DCA.
 - a) If sufficient funds are not available, the instant payment order shall be rejected;

⁵ Council Regulation (EC) No 2531/98 of 23 November 1998 concerning the application of minimum reserves by the European Central Bank (OJ L 318, 27.11.1998, p. 1).

⁶ Regulation (EU) 2021/378 of the European Central Bank of 22 January 2021 on the application of minimum reserve requirements (ECB/2021/1) (OJ L 73, 3.3.2021, p.1).

⁷ Decision (EU) 2019/1743 of the European Central Bank of 15 October 2019 on the remuneration of holdings of excess reserves and of certain deposits (ECB/2019/31) (OJ L 267, 21.10.2019, p. 12).

⁸ Guideline (EU) 2019/671 of the European Central Bank of 9 April 2019 on domestic asset and liability management operations by the national central banks (ECB/2019/7) (OJ L 113, 29.4.2019, p. 11)

- b) If sufficient funds are available, the corresponding amount shall be reserved while awaiting the payee's response. In the event of acceptance by the payee, the instant payment order shall be settled and the reservation shall be simultaneously lifted. In the event of rejection by the payee or the absence of a timely response, within the meaning of the SCT Inst scheme, the instant payment order shall be cancelled and the reservation shall be simultaneously lifted.
4. Funds reserved in accordance with paragraph 3(b) shall not be available for the settlement of subsequent payment orders. For the purposes of Article 15(4) and (5), funds reserved shall count towards the fulfillment of the minimum reserves and remuneration of the overnight balance of the TIPS DCA holder.
5. Without prejudice to paragraph 3(b), the TARGET2-Suomen Pankki shall reject instant payment orders if the amount of the instant payment order exceeds any applicable CMB.
6. After a TIPS DCA to PM liquidity transfer order, a TIPS DCA to TIPS AS technical account liquidity transfer order or a TIPS AS technical account to TIPS DCA liquidity transfer order has been accepted as set out in Article 17, the TARGET2-Suomen Pankki shall check whether sufficient funds are available on the payer's account. If sufficient funds are not available the liquidity transfer order shall be rejected. If sufficient funds are available the liquidity transfer order shall be settled immediately. *(Amendment 21.11.2021)*
7. After a positive recall answer has been accepted as set out in Article 17, TARGET2-Suomen Pankki shall check if sufficient funds are available on the TIPS DCA to be debited. If sufficient funds are not available the positive recall answer shall be rejected. If sufficient funds are available the positive recall answer shall be settled immediately
8. Without prejudice to paragraph 7, TARGET2-Suomen Pankki shall reject positive recall answers if the amount of the positive recall answer exceeds any applicable CMB.

Article 19 Recall request

1. A TIPS DCA holder may enter a recall request.
2. The recall request shall be forwarded to the payee of the settled instant payment order which may answer positively with a positive recall answer, or negatively with a negative recall answer.

Article 20 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 the Act on Certain Conditions of Securities and Currency Trading as well as Settlement Systems (1084/1999) sections 3, 5, 6, 8 and 13; subsection 1:
 - a) instant payment orders are deemed entered into TARGET2-Suomen Pankki and irrevocable at the moment that the relevant funds on the TIPS DCA of the TIPS DCA holder are reserved;
 - b) TIPS DCA to PM liquidity transfer orders, positive recall answers and TIPS DCA to TIPS AS technical account liquidity transfer orders are deemed entered into TARGET2-Suomen Pankki and irrevocable at the moment that the relevant TIPS



DCA is debited. TIPS AS technical account to TIPS DCA liquidity transfer orders are deemed entered into TARGET2-Suomen Pankki and irrevocable at the moment that the relevant TIPS AS technical account is debited, (*Amendment 21.11.2021*)

2. PM to TIPS DCA liquidity transfer orders are governed by the Harmonised Conditions for the opening and operation of a PM account in TARGET2 [as set out in Annex II to Guideline ECB/2012/27] applicable to the TARGET2 component system from which they originate.

TITLE V - SECURITY REQUIREMENTS, BUSINESS CONTINUITY AND USER INTERFACE

Article 21 Security requirements and business continuity

1. TIPS DCA holders shall implement adequate security controls to protect their systems from unauthorised access and use. TIPS DCA holders shall be exclusively responsible for adequate protection to ensure the confidentiality, integrity and availability of their systems.
2. TIPS DCA holders shall inform the Bank of Finland 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. The Bank of Finland may request further information about the incident and, if necessary, request that the TIPS DCA holders take appropriate measures to prevent a recurrence of such an event.
3. In the event that a TIPS DCA holder has a problem that prevents it from settling instant payment orders and positive recall answers in TARGET2-Suomen Pankki, it shall be its responsibility to resolve the problem.
4. In the event that a TIPS DCA holder unexpectedly submits an abnormally high number of messages, which threaten the stability of the TIPS Platform, and does not, upon request of the the Bank of Finland, refrain from such behaviour without delay, the Bank of Finland may block from the TIPS Platform all further messages submitted by such TIPS DCA holder.
5. The Bank of Finland may impose additional security requirements, in particular with regard to cybersecurity or the prevention of fraud, on all TIPS DCA holders. *(Amendment 17.11.2019)*
6. TIPS DCA holders using instructing parties in line with Article 7(2) or (3), or allowing access to their TIPS DCA as set out in the Article 8(1), shall be deemed to have addressed the risk stemming from such use or access in accordance with the additional security requirements imposed upon them. *(Amendment 17.11.2019)*

Article 22 User interfaces

1. The TIPS DCA holder, or the Linked PM account holder acting on its behalf, shall use either one or both of the following means to access that TIPS DCA:
 - a) a direct connection to the TIPS Platform in either U2A or A2A modes; or
 - b) the ICM liquidity management features for the TIPS service.
2. A direct connection to the TIPS Platform allows TIPS DCA holders:
 - a) to access information relating to to their accounts and to manage CMBs;
 - b) to initiate TIPS DCA to PM liquidity transfer orders; and
 - c) to manage certain static data.
3. The ICM liquidity management features for the TIPS service allows the holder of the Linked PM account:

- a) to access information relating to the balance of the TIPS DCAs;
- b) to manage liquidity and to initiate liquidity transfer orders to and from the TIPS DCAs.

Further technical details relating to the user interfaces are contained in Annex I. As regards the ICM, further technical details are contained in the Annex I to Rules for TARGET2-Suomen Pankki.

TITLE VI - LIABILITY REGIME AND EVIDENCE

Article 23 Liability regime

1. In performing their obligations pursuant to these Rules, the Bank of Finland and the TIPS DCA holders shall be bound by a general duty of reasonable care in relation to each other.
2. The Bank of Finland shall be liable to its TIPS 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-Suomen Pankki. In cases of ordinary negligence, the Bank of Finland's liability shall be limited to the TIPS 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. The Bank of Finland is not liable for any loss that results from any malfunction or failure in the technical infrastructure (including but not limited to the Bank of Finland's computer infrastructure, programmes, data, applications or networks), if such malfunction or failure arises in spite of the Bank of Finland 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.
4. The Bank of Finland shall not be liable:
 - a) to the extent that the loss is caused by the TIPS DCA holder; or
 - b) if the loss arises out of external events beyond the Bank of Finland's reasonable control (*force majeure*).
5. Notwithstanding the Act on Payment Services (290/2010), paragraphs 1 to 4 shall apply to the extent that the Bank of Finland's liability can be excluded.
6. The Bank of Finland and the TIPS 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 Rules, the Bank of Finland may commission third parties in its own name, particularly telecommunications or other network providers or other entities, if this is necessary to meet the Bank of Finland's obligations or is standard market practice. The Bank of Finland's obligation shall be limited to the due selection and commissioning of any such third parties and the Bank of Finland's liability shall be limited accordingly. For the purposes of this paragraph, the SSP-providing NCBs and the TIPS Platform-providing NCBs shall not be considered as third parties.



Article 24 Evidence

1. Unless otherwise provided in these Rules, all payment and payment processing-related messages in relation to TIPS DCAs, such as confirmations of debits or credits, or statement messages, between the Bank of Finland and TIPS DCA holders shall be made through the NSP.
2. Electronic or written records of the messages retained by the Bank of Finland or by the NSP shall be accepted as a means of evidence of the payments processed through the Bank of Finland. The saved or printed version of the original message of the NSP provider shall be accepted as a means of evidence, regardless of the form of the original message.
3. The Bank of Finland shall keep complete records of payment orders submitted and payments received by TIPS DCA holders for a period of 6 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 TIPS DCA holder 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.
4. The Bank of Finland'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 TIPS DCA holders and of any facts and events that the parties rely on.

TITLE VII - TERMINATION AND CLOSURE OF TIPS DCAS

Article 25 Duration and ordinary termination of TIPS DCAs

1. Without prejudice to Article 26, a TIPS DCA in TARGET2-Suomen Pankki is opened for an indefinite period of time.
2. A TIPS DCA holder may terminate its TIPS DCA in TARGET2-Suomen Pankki at any time giving 14 business days' notice thereof, unless it agrees a shorter notice period with the Bank of Finland.
3. The Bank of Finland may terminate a TIPS DCA holder's TIPS DCA in TARGET2-Suomen Pankki at any time giving three months' notice thereof, unless it agrees a different notice period with that TIPS DCA holder.
4. On termination of the TIPS DCA, the confidentiality duties laid down in Article 29 remain in force for a period of five years starting on the date of termination.
5. On termination of the TIPS DCA, it shall be closed in accordance with Article 27.

Article 26 Suspension and extraordinary termination of participation

1. A TIPS DCA holder's participation in TARGET2-Suomen Pankki 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 TIPS DCA holder no longer meets the access criteria laid down in Article 5.

For the purposes of this paragraph, the taking of of crisis prevention measures or crisis management measures within the meaning of Directive 2014/59/EU of the European Parliament and of the Council⁹ against a TIPS DCA holder shall not automatically qualify as the opening of insolvency proceedings.

2. The Bank of Finland may terminate without prior notice or suspend the TIPS DCA holder's participation in TARGET2-Suomen Pankki if:
 - a) one or more events of default (other than those referred to in paragraph 1) occur;
 - b) the TIPS DCA holder is in material breach of these Rules;
 - c) the TIPS DCA holder fails to carry out any material obligation to the Bank of Finland;
 - d) the TIPS DCA holder no longer has a valid agreement with a NSP to obtain the necessary connection to the TIPS Platform;
 - e) any other TIPS DCA holder-related event occurs which, in the Bank of Finland's assessment, would threaten the overall stability, soundness and safety of TARGET2-Suomen Pankki or of any other TARGET2 component system, or which would jeopardise the

⁹Directive 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, of the European Parliament and of the Council (OJ L 173, 12.6.2014, p. 190). (Amendment 15.4.2016)

Bank of Finland's performance of its tasks as described in the Act on the Bank of Finland (214/1998) and the Statute of the European System of Central Banks and of the European Central Bank, or poses risks on the grounds of prudence.

3. In exercising its discretion under paragraph 2, the Bank of Finland shall take into account, *inter alia*, the seriousness of the event of default or events mentioned in points 2(a) to (c).
4. In the event that the Bank of Finland suspends or terminates a TIPS DCA holder's participation in TARGET2-Suomen Pankki under paragraph 1 or 2, the Bank of Finland shall immediately inform, by means of an ICM broadcast message, other CBs 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 PM account holder that received the message. Linked PM account holders shall have responsibility to inform their Linked TIPS DCA holders of the suspension or termination of any TIPS DCA holder's participation in TARGET2-Suomen Pankki. In the event that the suspension or termination of a TIPS DCA holder's participation in TARGET2-Suomen Pankki occurs during the technical maintenance window, the ICM broadcast message shall be sent after the start of daytime processing on the next TARGET2 business day. (Amendment 17.11.2019)
5. Upon termination of a TIPS DCA holder's participation, TARGET2-Suomen Pankki shall not accept any new payment orders to or from that TIPS DCA holder.
6. If a TIPS DCA holder is suspended from TARGET2-Suomen Pankki, on grounds other than those specified in paragraph (1)(a), the suspended TIPS DCA holder's CB shall either:
 - a) reject all of its incoming payment orders;
 - b) reject all of its outgoing payment orders; or
 - c) reject both its incoming and outgoing payment orders.
7. If a TIPS DCA holder is suspended from TARGET2-Suomen Pankki on the grounds specified in paragraph (1)(a), the suspended TIPS DCA holder's CB shall reject all incoming and outgoing payment orders.
8. The Bank of Finland shall process instant payment orders of a TIPS DCA holder whose participation in TARGET2-Suomen Pankki has been suspended or terminated under paragraph 1 or 2 and in relation to which the Bank of Finland has reserved funds on a TIPS DCA pursuant to Article 18(3)(b) prior to the suspension or termination.

Article 27 Closure of TIPS DCAs

1. TIPS DCA holders may request the Bank of Finland to close their TIPS DCAs at any time provided they give the Bank of Finland 14 business days' notice thereof.
2. On termination of participation, pursuant to either Article 25 or 26, the Bank of Finland shall close the TIPS DCA of the TIPS DCA holders concerned, after having:
 - a) settled any instant payment order accepted by the payee for which funds have already been reserved; and
 - b) made use of its rights of pledge and set-off under Article 28.

TITLE VIII - FINAL PROVISIONS

Article 28 The Bank of Finland's rights of pledge and set-off

1. The Bank of Finland shall have a pledge over the TIPS DCA holder's existing and future credit balances on its TIPS DCAs, thereby collateralising any current and future claims arising out of the legal relationship between the parties.
2. The participant, acting in its capacity as a TIPS DCA holder, hereby acknowledges the creation of a pledge in favour of Bank of Finland with whom that TIPS DCA has been opened; this acknowledgement shall constitute the provision of pledged assets to the Bank of Finland referred to under the Finnish law. Any amounts paid into the TIPS DCA whose balance is pledged shall, by the mere fact of being paid in, be irrevocably pledged, without any limitation whatsoever, as collateral security for the full performance of the secured obligations.
3. On the occurrence of:
 - a) an event of default referred to in Article 26(1); or
 - b) any other event of default or event referred to in Article 26(2) that has led to the termination or suspension of the TIPS DCA holder's participation, notwithstanding the commencement of any insolvency proceedings in respect of a TIPS DCA holder and notwithstanding any assignment, judicial or other attachment or other disposition of or in respect of the TIPS DCA holder's rights;

all obligations of the TIPS 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 TIPS DCA holder and the Bank of Finland shall automatically be set off against each other, and the party owing the higher amount shall pay to the other the difference.

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

Article 29 Confidentiality

- 1) The Bank of Finland shall keep confidential all sensitive or secret information, including when such information relates to payment, technical or organisational information belonging to the TIPS DCA holder, TIPS DCA holders from the same group or the TIPS DCA holder's customers, unless the TIPS DCA holder or a TIPS DCA holder's customer has given its written consent to disclose or such disclosure is permitted or required under the Finnish law.
- 2) By derogation from paragraph 1, the TIPS DCA holder agrees that information on any action taken under Article 26 shall not be considered as confidential.
- 3) By derogation from paragraph 1, the TIPS DCA holder agrees that the Bank of Finland may disclose payment, technical or organisational information regarding the TIPS DCA holder, other TIPS DCAs held by TIPS DCA holders of the same group, or the TIPS DCA holder's customers obtained in the course of the operation of TARGET2-Suomen Pankki to
 - (a) other CBs or third parties that are involved in the operation of TARGET2-Suomen Pankki, to the extent that this is necessary for the efficient functioning of TARGET2, or the monitoring of the TIPS DCA holder's or its group's exposure,
 - (b) other CBs in order to carry out the analysis necessary for market operations, monetary policy functions, financial stability or financial integration; or
 - (c) supervisory, resolution and oversight authorities of Member States and the Union, including CBs, 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. *(Amendment 17.11.2019)*

The Bank of Finland shall not be liable for the financial and commercial consequences of such disclosure.

- 4) By derogation from paragraph 1 and provided that this does not make it possible, whether directly or indirectly, to identify the TIPS DCA holder or the TIPS DCA holder's customers, the Bank of Finland may use, disclose or publish payment information regarding the TIPS DCA holder or the TIPS 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 which the information is disclosed.
- 5) Information relating to the operation of TARGET2-Suomen Pankki to which TIPS DCA holders have had access, may only be used for the purposes laid down in these Rules. TIPS DCA holders shall keep such information confidential, unless the Bank of Finland has explicitly given its written consent to disclose. TIPS 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 Rules are bound by the confidentiality requirements in this Article.
- 6) The Bank of Finland shall be authorised, in order to settle payment orders, to process and transfer the necessary data to the NSP.

Article 30 Data protection, prevention of money laundering, administrative or restrictive measures and related issues

1. TIPS DCA holders shall be deemed to be aware of, and shall comply with and shall be able to demonstrate that compliance to the relevant competent authorities with all obligations on them relating to legislation on data protection. They shall be deemed to be aware of, and shall comply with all obligations on them relating to legislation on prevention of money laundering and the financing of terrorism, proliferation-sensitive nuclear activities the development of nuclear weapons delivery systems, in particular in terms of implementing appropriate measures concerning any payments debited or credited on their TIPS DCAs. TIPS DCA holders ensure that they are informed about their chosen NSP's data retrieval policy prior to entering into a contractual relationship with that NSP. *(Amendment 21.11.2021)*
2. TIPS DCA holders shall be deemed to have authorised the Bank of Finland 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 TIPS DCA holders' participation in TARGET2-Suomen Pankki.
3. TIPS 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 the Bank of Finland is the payment service provider of a TIPS DCA holder that is a payer:
 - (i) the TIPS 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 the Bank of Finland with evidence of having made a notification or having received consent;
 - (ii) the TIPS DCA holder shall not enter any payment order into TARGET2 with the exception of payment orders concerning the transfer of liquidity between different accounts of the same TIPS DCA holder, until it has obtained confirmation from the Bank of Finland 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 the Bank of Finland is a payment service provider of a TIPS DCA holder that is a payee, the TIPS 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 the Bank of Finland 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 31 Notices

1. Except where otherwise provided for in these Rules, all notices required or permitted pursuant to these Rules shall be sent by registered post, facsimile or otherwise in writing. Notices to the Bank of Finland shall be submitted to the Head of Banking Services Division, P.O. Box 160, 00101 HELSINKI or BIC address SPFBFIHHXXX. Notices to the TIPS DCA holder shall be sent to it at the address, fax number or its BIC address as the TIPS DCA holder may from time to time notify to the Bank of Finland.
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 Finnish, Swedish or English.
4. TIPS DCA holders shall be bound by all forms and documents of the Bank of Finland that the TIPS 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 14(5), which were submitted in compliance with paragraphs 1 and 2 and which the Bank of Finland reasonably believes to have received from the TIPS DCA holders, their employees or agents.

Article 32 Amendment procedure

The Bank of Finland may at any time unilaterally amend these Rules, including the Annexes. Amendments to these Rules, including the Annexes, shall be announced via Bank of Finland web-page. Amendments shall be deemed to have been accepted unless the TIPS DCA holder expressly objects within 14 days of being informed of such amendments. In the event that a TIPS DCA holder objects to the amendment, the Bank of Finland is entitled immediately to terminate and close that TIPS DCA holder's TIPS DCA in TARGET2-Suomen Pankki.

Article 33 Third party rights

1. Any rights, interests, obligations, responsibilities and claims arising from or relating to these Rules shall not be transferred, pledged or assigned by TIPS DCA holders to any third party without the Bank of Finland's written consent.
2. These Rules do not create any rights in favour of or obligations in relation to any entity other than the Bank of Finland and TIPS DCA holders in TARGET2-Suomen Pankki.



Article 34 Governing law, jurisdiction and place of performance

1. The bilateral relationship between the Bank of Finland and TIPS DCA holders in TARGET2-Suomen Pankki shall be governed by Finnish 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 Helsinki.
3. The place of performance concerning the legal relationship between the Bank of Finland and the TIPS DCA holders shall be Helsinki.

Article 35 Severability

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

Article 35a Transitional provision *(Amendment 21.11.2021)*

Once the TARGET system is operational and the TARGET2 has ceased operation, TIPS DCA holders shall become TIPS DCA holders in the TARGET system.

Article 36 Entry into force and binding nature

These Rules become effective from 30 November 2018.