

## ICS Admission Agreement (Companies)

This ICS Admission Agreement (this **ICS Admission Agreement**) is made on the ..... day of ..... between Cheque and Credit Clearing Company Limited, incorporated in England and Wales under number 01962903 whose registered office is at 2 Thomas More Square, London E1W 1YN (the **ICS Operator**) and the person named in Box 1 below (the **Participant**).

Box 1: Participant's full name, place of incorporation and registered number
Full name
Place of incorporation
Registered number

of

Box 2: Registered address

Box 3: Addresses for written communications

**Note:** Specify in **Box 3** the business address (if different from the registered address in **Box 2**) and the nominated email address to which the ICS Operator may send written communications.

Box 4: Name and address of Agent for Service

**Note:** *This box should only be completed by prospective participants which are incorporated or formed **outside** the United Kingdom. Specifically, it should not be completed by prospective participants that are incorporated or formed in England, Wales, Scotland or Northern Ireland; but should be completed by a prospective participant that is incorporated or formed in (a) the Isle of Man, (b) any of the Channel Islands or (c) any other country or territory outside of the United Kingdom. The ICS Operator reserves the right, as a condition to admission to participation, to require legal opinions in respect of applications from persons incorporated or formed outside the United Kingdom.*

Box 5: Specified Participant ID

**Note:** *The Participant must leave this box blank. The ICS Operator will complete **Box 5** and will maintain the Participant's Specified Participant ID in the ICS Participant Database, which will be made available for enquiry by the Participant in accordance with the ICS Service Description.*

**1. Admission to participation**

By signing and returning this ICS Admission Agreement to the ICS Operator, the Participant offers to become an ICS participant under such participant category or participant categories which may from time to time be notified by the Participant in writing to the ICS Operator in accordance with the ICS Manual. The ICS Operator may accept any such offer by including the Participant's name and its Specified Participant ID in the ICS Participant Database in respect of such participant category or participant categories. The Participant will be admitted as an ICS participant under such participant category or participant categories as are listed for the time being as enabled against the Participant's name and its Specified Participant ID in the ICS Participant Database.

**2. Specified Participant ID**

This ICS Admission Agreement shall apply only in relation to the participation in the ICS established under the Specified Participant ID and, accordingly, shall not be applicable as regards any other participation in the ICS already established or subsequently established by the Participant (in respect of which the Participant has entered into, or will enter into, a different ICS Admission Agreement).

**3. ICS Participant Terms and Conditions**

The Participant confirms that it has read the ICS Participant Terms and Conditions in effect at the date of signature by the Participant of this ICS Admission Agreement and all Notices of Change issued by the ICS Operator (the ***Terms and Conditions***) and that by signing this ICS Admission Agreement and becoming an ICS participant it agrees to comply with the Terms and Conditions (as changed from time to time) which shall be treated as incorporated into this ICS Admission Agreement. (The Participant should check that it has all relevant Notices of Change (if any) at all times.) The Participant agrees that the authorities given to the ICS Operator under the Terms and Conditions are irrevocable during its participation in the ICS and for so long after termination of its participation (whether under one or more participant categories) as is necessary to ensure the full and proper discharge of its obligations to the ICS Operator. This ICS Admission Agreement shall (without prejudice to clause 15.3 of the Terms and Conditions) have effect and bind the parties for as long as the Participant remains an ICS participant and the term of this ICS Admission Agreement shall be construed as such.

**4. Warranty of Authority**

The Participant warrants, represents and undertakes to the ICS Operator that:

- 4.1 it is entering into this ICS Admission Agreement as principal and not as agent for any other person; and
- 4.2 the execution of this ICS Admission Agreement by the Participant and the submission of the signed ICS Admission Agreement to the ICS Operator in, where applicable, electronic form (as a pdf email attachment) have been validly authorised and the obligations imposed on the Participant by this ICS Admission Agreement and the Terms and Conditions constitute legal, valid and binding obligations of the Participant.

## **5. Agent for service**

- 5.1 Where the Participant is incorporated or formed outside the United Kingdom, the Participant irrevocably, subject to clause 5.3 below, appoints the person or office or branch whose name and address are set out in Box 4 as its agent for service of any process in England.
- 5.2 Where an office or branch of the Participant is so specified, the Participant confirms that its particulars are registered with the Registrar of Companies under the United Kingdom Companies Act 2006.
- 5.3 Each such person or office or branch may be replaced from time to time (upon notice to the ICS Operator in accordance with the Terms and Conditions) by:
  - 5.3.1 another person which is a body corporate incorporated in England and Wales;
  - 5.3.2 another office or branch of the Participant or an Associate which is established in England or Wales, whose particulars are registered with the Registrar of Companies under the United Kingdom Companies Act 2006 (and by each person resident in England or Wales whose name is delivered from time to time to the Registrar of Companies as authorised to accept on the Participant's or such Associate's behalf service of process in respect of the business of that office or branch); or
  - 5.3.3 any firm of solicitors that practises from an office established in England or Wales,

who or which in each case consents to receive such service of process on behalf of the Participant. The appointment of any such replacement agent for service

shall take effect upon the later of the date on which the relevant notice is served on the ICS Operator or the date specified for such purpose in the relevant notice.

**SIGNATURE PAGE AND CERTIFICATION**

Box 6: Signed for and on behalf of the Participant
Date of signature(s)
Printed name(s) of signatory/signatories
Signature(s) of signatory/signatories

**FOR INSTITUTIONS INCORPORATED IN THE UNITED KINGDOM**

I, being the Company Secretary/Director of the Participant hereby certify that the/each signatory above is authorised to execute this ICS Admission Agreement and that the signature or signatures above is/are genuine.

Box 7: Certification by Company Secretary/Director (delete as appropriate)
Printed name of Company Secretary/Director
Signature of Company Secretary/Director

**FOR INSTITUTIONS INCORPORATED OUTSIDE THE UNITED KINGDOM**

I, being a Board Member of the Participant, hereby certify that all necessary action required to authorise the execution, delivery and performance of this ICS Admission Agreement has been taken by the Participant and that authority has not been amended, modified or revoked and is in full force and effect and that this ICS Admission Agreement has been duly executed for and on behalf of the Participant in accordance with that authority.

Box 8: Certification by a Board Member
Printed name of Board Member
Signature of Board Member