

ABBL FINTECH SERVICE PACK

Terms and conditions

1. Any entity eligible for the ABBL FinTech Service Pack (an “eligible entity”) has to fulfil the following five, cumulative criteria:
 - a. A fixed physical establishment in Luxembourg
 - b. No more than 10 employees, full-time equivalent (FTE)
 - c. No more than EUR 2 million of revenues annually
 - d. Primary operation in Financial Technology (FinTech), Digital Banking sectors and / or provision of technologically advanced financial services or services that are part of technologically advanced financial services
 - e. The entity is not subject to the holding of a written authorisation by the Minister responsible for the CSSF as a bank, credit institution, professional of the financial sector (PFS), payment institution or e-money institution pursuant to applicable laws.

Should any of these criteria not be fulfilled any longer by the eligible entity, such entity has to notify the ABBL (fintech@abbl.lu) in writing without delays and no later than 30 days after the relevant change of circumstances. In this case, the entity is no longer entitled to the benefits of the ABBL FinTech Service Pack as from the date the said notification is received by the ABBL, at the latest 30 days after the relevant change of circumstances.

Exceptions are granted to:

- 1.1. Entities that are already holding - when enrolling in the ABBL Fintech Service Pack - a written authorisation by the Minister responsible for the CSSF as a bank, credit institution, professional of the financial sector (PFS), payment institution or e-money institution pursuant to applicable laws. As long as criteria a., b., c. and d. are fulfilled, the entity may benefit from the Service Pack during a period of 5 years starting at the enrolment date.
- 1.2. Entities that, after enrolling in the ABBL Fintech Service Pack, are granted a written authorisation by the Minister responsible for the CSSF as a bank, credit institution, professional of the financial sector (PFS), payment institution or e-money institution pursuant to applicable laws. As long as criteria a., b., c. and d. are fulfilled, the entity may benefit from the Service Pack during a period of 5 years starting at the date of authorisation.

Any entity that is no longer eligible to the benefits of the ABBL FinTech Service Pack may consider submitting an application for full membership into the ABBL.

2. The Executive Board of ABBL's Digital Banking and FinTech Innovation Cluster (DBFI), convened 3 - 4 times a year, approves the application of the eligible entity to the ABBL FinTech Service Pack.
3. In case of the positive decision by the DBFI Executive Board, the applying entity has to pay an annual subscription fee of EUR 500 (hereinafter the "Subscription Fee"). In case the application is accepted by the DBFI Executive Board after 30 June of a given calendar year, the Subscription Fee payable for such calendar year is reduced to EUR 250.
4. Any Subscription Fee has to be paid no later than 30 days after the decision of the DBFI Executive Board was communicated in written to the contact person(s) of the entity mentioned in this application form. For consecutive years, the Subscription Fee should reach the ABBL by 25 January at the latest. Any Subscription Fee paid is not refundable.
5. ABBL's bank account for the payment of the Subscription Fee:
Banque Internationale à Luxembourg (BIL)
LU73 0025 1012 6110 0000
Code BIC: BILLLLULL
6. Annual entitlements to the ABBL FinTech Service Pack become effective on the next day when the Subscription Fee reaches the ABBL and expire on 31 December of the same calendar year.
7. In order to extend the subscription for the next year, the eligible entity has to submit (1) a signed copy of the annual declaration on eligibility attached hereto and (2) recent and up-to-date copies of the certificates and statements provided upon application (registration certificate, certificate regarding the number of employees, financial statements or respective declaration) to the ABBL (fintech@abbl.lu) not later than 15 January of the respective calendar year.
8. Any beneficiary of the ABBL FinTech Service Pack is required to comply with the Internal Rules of the ABBL's Digital Banking and FinTech Innovation Cluster. A copy of the said rules and procedures will be provided to successful applicants.
9. The DBFI Executive Board or, where appropriate, the Board of Directors of the ABBL, reserve the right to terminate the entitlements of a beneficiary of the ABBL FinTech Service Pack. Unless provided otherwise, such decision takes effect on the day following its adoption by the competent body.
10. Any beneficiary of the ABBL FinTech Service Pack has to inform the ABBL without delays about any changes in the data initially provided by the entity in the Application Form, in particular, but not limited to, the name of the applying entity, its core activity in the FinTech sector, or relevant contact details.

11. Any entity admitted to the benefits of the ABBL FinTech Service Pack is entitled to the following services:

- a. Participation in specific ABBL FinTech meetings convened at least two times per year allowing participants to exchange views on various FinTech related topics
- b. Participation as experts in ABBL DBFI Working Groups on specific FinTech subjects in line with the primary activity of the entity
- c. Participation in events organised by the DBFI Cluster on FinTech related topics
- d. Access to restricted documents related to specific FinTech topics
- e. Listing of the entity in the ABBL's FinTech Directory and on the FinTech Map of Luxembourg (www.fintechmap.lu).

12. The ABBL reserves the right to amend the Terms and Conditions of the FinTech Service Pack at any time without prior notice.

Read and approved

Date: _____ Place: _____

Name(s) and signature(s) of the authorised person(s):
