

APPLICATION FORM

for the right to use the certification mark



The undersigned (the "**Applicant**") hereby requests to be granted the right to use the mark **CMTA.DACS V2.0** (a certification mark within the meaning of Article 21 of the Swiss Federal Trademark Act of 2019, as amended) or one of the related certification marks CMTA.DACS (Operations) V2.0 or CMTA.DACS (Infrastructure) V2.0 (the "**Certification Mark**") pursuant to the DACS Certification Marks Regulations of the Capital Markets and Technology Association (the "**CMTA**") dated 29 April 2023, as may be amended from time to time (the "**CMTA DACS Certification Marks Regulations**").

Information on the Applicant	Corporate name (complete):
	Postal address:
	Business identification number (UID/IDE):
	Legal Entity Identifier (LEI) (if available):

Certification Mark for which the right of use is being requested (tick as appropriate)	<input type="checkbox"/> CMTA.DACS V2.0
	<input type="checkbox"/> CMTA.DACS (Operations) V2.0
	<input type="checkbox"/> CMTA.DACS (Infrastructure) V2.0

Appointed Auditor	
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Contact person	First and last name:	
	Email address:	
	Postal address:	
	Phone:	

Legal notice:

By executing this application form, the Applicant confirms that it has read and agrees to be bound by the CMTA DACS Certification Marks Regulations, the guidelines for the practical aspects of the use of the Certification Mark, and the list of fees and charges for the use of the certification mark (the "**Fee Schedule**"), each in the versions published on the CMTA's website at the address <https://www.cmta.ch/certification/dacs> (collectively the "**Terms of Use**"). **The Applicant in particular acknowledges and agrees with the terms set forth in Article 11 (Disclaimer and Indemnification), Article 12 (Changes to these Regulations and the other Terms of Use) and Article 13 (Applicable Law and Jurisdiction) of the CMTA DACS Certification Marks Regulations and with the limitation of liability and indemnification undertakings set forth on the reverse side of this application form. It agrees to pay the application fee due for the processing of this application form and the usage fees due for the right to use the Certification Mark, all in accordance with the Fee Schedule.**

The Applicant further consents to the CMTA processing the data set forth in this application form, as well as the personal data regarding the Applicant's contact person and the appointed auditor. The Applicant confirms that the data is accurate, that the persons to which such data relates have been adequately informed of the processing of the data by the CMTA and that such persons have consented to such processing. The Applicant acknowledges and agrees that the processing of the data by the CMTA may involve disclosing to third parties the fact that the Applicant has been authorized to use the Certification Mark with respect to the custody infrastructure mentioned in this application form, the date of expiration of such authorization, and the posting of that information on CMTA's website.

Place:

Date:

Signature(s): _____

Name:
Function:

Name:
Function:

Limitation of liability and indemnification

Under no circumstances and under no legal theory, whether tort, contract, or otherwise, will the CMTA, the Auditor or their respective members, members of governing bodies, employees, contractors or affiliates be liable to the Applicant or any third parties in relation to the matters set out or contemplated in the Terms of Use or otherwise related to the use of any of the Certification Marks. Without limitation to the generality of the foregoing, no person should rely on the use of one the Certification Marks by anyone, even if such use has been authorized by the CMTA.

The Applicant will, irrespective of any fault, indemnify and hold the CMTA, its members, members of governing bodies, employees, contractors and affiliates harmless from and against any and all losses, claims, demands, damages (whether direct, indirect, special, incidental, or consequential), actions, liabilities, costs and expenses, including court costs and reasonable attorney's fees, that any of these persons may incur or suffer in connection with use of the Certification Mark by the Applicant or by any third party, whether or not such use is in compliance with the Terms of Use.