

## SEPA – B2B – Direct – Debit – Mandate of the Clearing Member

pursuant to § 15 of the General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria

### PAYEE (Name and Address)

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CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH

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Strauchgasse 1-3

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A - 1010 Vienna

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**Creditor-ID:** **AT73ZZZ00000023454**

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**Mandate reference<sup>1</sup>:**

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We hereby **irrevocably** authorize you for the duration of our clearing membership and until the clearing of any open Electricity Exchange Transactions concerning us, to collect the payments to be made by us when they are due (shortened pre-notification of up to 1 day) from our account using the SEPA – B2B – Direct – Debit – Mandate. This shall also authorize our bank maintaining the account to fulfil the SEPA – B2B – Direct – Debit – Mandate.

We shall ensure that our account has sufficient coverage. In case of an insufficient coverage the recipient of the payment (= CCP.A) shall be notified. The funds to be withdrawn from the account shall not be subject to any limitations with regard to their amount.

*Note:* This SEPA – B2B – Direct – Debit – Mandate only serves the withdrawal of SEPA – B2B – Direct – Debits, which are withdrawn from businesses accounts. We are not permitted to demand a refund of the withdrawn amount after the SEPA – B2B – Direct – Debit is fulfilled. We are permitted to instruct our credit institute until the due date (shortened pre-notification of up to 1 day) not to fulfil SEPA – B2B – Direct – Debits.

**Name and Address of the Payer** (=Clearing Member of CCP.A and account-owner)

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<sup>1</sup> Populated subsequently by OeKB AG.  
CCP Austria  
Strauchgasse 1-3, 1010 Wien  
FN 251990 z Handelsgericht Wien  
LEI 529900QF6QY66QULSI15

## Annex ./2

*This annex is also forwarded to  
Oesterreichische Kontrollbank AG, Strauchgasse 1-3 1010 Wien*



**Account-holding Bank:**

**Bank Address:**

**BIC:**

**IBAN of Payer:**

**Payment Method:**

Recurring payment

**Payment for:**

EXAA- and CCP.A-Fees; CCP.A- Electricity Exchange Transactions

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Place, Date

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Corporate Signature **Clearing Member**  
(= Payer)

### RELEASE OF THE SETTLEMENT BANK FROM BANKING SECRECY

pursuant to § 12 para. 3 of the General Terms and Conditions

Spot Market Products in electric Energy of CCP Austria

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Corporate name and registered office **Clearing Member**

As a Clearing Member, we hereby explicitly release **Oesterreichische Kontrollbank Aktiengesellschaft** in its function as Settlement Bank, who, depending on the desired collateral deposit, may also act as a Collateral Custodian for cash collateral and who is familiar with the *General Terms and Conditions Spot Market Products in electric Energy* and the content of the Clearing Agreement, with immediate effect and for the duration of our Clearing Membership as well as for circumstances occurring during the Clearing Membership from the obligation to maintain Banking Secrecy and Data Secrecy with regard to all suspicion of a breach of the Clearing Agreement maintained with CCP.A, to EXAA and in relation to the Exchange Operating Company Wiener Börse AG. This release applies as far as it is necessary for the purpose of monitoring compliance with the membership obligations resulting from the Clearing Agreement. The Clearing Member explicitly consents to the use and transfer of personal data by and to Oesterreichische Kontrollbank Aktiengesellschaft as laid down in § 3 of its Clearing Agreement with CCP.A.

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Place, Date

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Corporate Signature **Clearing Member**

## CONFIRMATION OF THE TRANSFER OF CASH DEPOSITS TO AN ACCOUNT OF CCP.A

pursuant to §§ 21 in conjunction with 23 of the General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria

.....  
Corporate name and registered office **Clearing Member**

### PAYEE (Name and Address)

CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH

Strauchgasse 1-3

A - 1010 Vienna

**IBAN:** AT45 1000 0311 1030 0025

**BIC:** OEKOATWWXXX

If required, this type of collateral enables the Clearing Member to rapidly increase the clearing collateral in the event of a **Margin Call** in accordance with § 21 of the *General Terms and Conditions Spot Market Products in electric Energy*.

Regardless of this, the Clearing Member may transfer cash - with the prior consent of CCP.A - to this account in accordance with § 22 para. 1 lit. of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A in the context of the **provision of clearing collateral**. In this case, CCP.A shall become the owner of the transferred cash and will only dispose of this within the framework of the provisions on the collateral and realization of collateral in accordance with the clearing conditions (transfer of ownership by way of security).

Besides, the **contribution to the default fund** pursuant to § 27 para. 2 of the *General Terms and Conditions Spot Market Products in electric Energy* may be made by transfer to an account of CCP.A, unless such contribution is made in the form of a EURO cash deposit on a pledged collateral account with a Collateral Custodian (see ./Annex 7).

The Clearing Member incurs the costs and the risks of the transfer.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Corporate Signature **Clearing Member**

## Annex ./5

*This annex is also forwarded to  
EXAA Abwicklungsstelle für Energieprodukte AG, Alserbachstraße 14-16 1090 Wien*



### INFORMATION ON PHYSICAL FULFILMENT: BALANCE RESPONSIBLE PARTY

pursuant to § 7 para. 4 lit. e and f of the General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria for exchange members

.....  
Corporate name and registered office **Clearing Member**

I hereby confirm that I (myself) assume the function of Balance Responsible Party in the following  
Control Areas at the Balancing Group Coordinators or Transmission System Operator:

☐ **Control Area APG (Austria)**

Exercise Authorisation:

Balance Group (EIC):

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☐ **Control Area TenneT TSO GmbH (Germany)**

Balancing Group Contract:

Balance Group (EIC):

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☐ **Control Area 50 Hertz Transmission GmbH (Germany)**

Balancing Group Contract:

Balance Group (EIC):

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☐ **Control Area Amprion GmbH (Germany)**

Balancing Group Contract:

Balance Group (EIC):

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☐ **Control Area Transnet BW GmbH (Germany)**

Balancing Group Contract:

Balance Group (EIC):

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## Annex ./5

*This annex is also forwarded to  
EXAA Abwicklungsstelle für Energieprodukte AG, Alserbachstraße 14-16 1090 Wien*



The Balance Responsible Party shall declare to the Balancing Group Coordinators and the Transmission System Operators that the **priority rules for Electricity Exchange Transactions** ("Exchange Schedules") shall apply to CCP.A as the delegated central counterparty of the electricity exchange. The provisions for Electricity Exchange Transactions apply to the Balancing Groups listed above of the Balance Responsible Party in the Control Area of the Transmission System Operator as soon as nominated Schedules from the electricity exchange are available for these Balancing Groups.

This declaration applies as of the commencement of CCP.A clearing of the Electricity Exchange Transactions concluded at the EXAA Abwicklungsstelle für Energieprodukte AG, which is commissioned by the Exchange Operating Company Wiener Börse AG to provide and operate the trading system for trading electric energy spot market products on the Vienna Stock Exchange as a general commodity exchange as well as a Nominated Electricity Market Operator (NEMO) for the purpose of the uniform Day-Ahead-Market-Coupling.

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Place, Date

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Corporate Signature **Clearing Member**  
(= **Balance Responsible Party**)

## INFORMATION ON PHYSICAL FULFILMENT: CONTRACT WITH A BALANCE RESPONSIBLE PARTY

pursuant to § 7 para. 4 lit. e and f of the General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria for exchange members

.....  
Corporate name and registered office **Clearing Member**

Hereby the Balance Responsible Party confirms that the Clearing Member is a member of the following  
Balancing Group:

**Alias name of the Balance  
Responsible Party (BRP):**

**EIC of the BRP:**

**E-mail from the BRP for the  
Schedule transmission:**

**Alias name of the Balancing Group:**

**EIC of the Balancing Group:**

**The Balance Responsible Party of the Clearing Member hereby confirms that he assumes the  
balancing energy risk for the Clearing Member for Electricity Exchange Transactions.**

### **Acknowledgment that CCP.A Schedules are binding for the Balance Responsible Party<sup>2</sup>**

- (1) In order to ensure the anonymity of the Electricity Exchange Transactions cleared by CCP.A, CCP.A transmits the Schedules for the delivery and default contracts resulting in the purchase or sale of electrical power in between a Balancing Group to the Balancing Group Coordinator or Transmission System Operators utilizing the Balancing Group of CCP.A.
- (2) For the Balancing Group Coordinators or Transmission System Operators, the Schedules transmitted by CCP.A are always decisive. The Balance Responsible Party shall declare to the

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<sup>2</sup> In accordance with the regulations on 'internal schedules' of the General Conditions of Balance Group Coordinators or Transmission System Operators in the currently applicable version, which were created on the basis of Article 18 of Regulation (EU) 2017/2195 to define a guideline on system balancing in the electricity supply system.

## Annex ./5a

*This annex is also forwarded to  
EXAA Abwicklungsstelle für Energieprodukte AG, Alserbachstraße 14-16 1090 Wien*



Balancing Group Coordinators or the Transmission System Operators that the priority rules for Electricity Exchange Transactions ("Exchange Schedules") shall apply to CCP.A as the delegated central counterparty of the electricity exchange.

- (3) EXAA forwards on name and behalf of CCP.A the Schedules of the Clearing Member to the Balance Responsible Party or the Transmission System Operator. The provisions made herein remain unaffected from this.
- (4) The Balance Responsible Party is obliged to validate that the data sent by CCP.A to the Balancing Group Coordinators or the Transmission System Operators is properly and correctly transmitted in the system of the Balancing Group Coordinators. The Balance Responsible Party remains responsible for the content accuracy of the data.
- (5) If an error occurs on the part of CCP.A during the transmission of the Schedules to the balance group coordinators, CCP.A undertakes to send the corrected Schedules to the Balancing Group Coordinators or the Transmission System Operators after consultation with the relevant Balance Responsible Party.

### Termination of Membership

- (1) If the Balance Responsible Party plans to dissolve the Balancing Group, to which the Clearing Member belongs, CCP.A must be informed immediately.
- (2) If the Balancing Group of the Clearing Member is dissolved or if the Clearing Member switches Balancing Group or its Balance Responsible Party, CCP.A must be informed immediately of this change as well as of the new Balance Responsible Party or the new Balancing Group to which the Clearing Member belongs.
- (3) Upon termination of the Clearing Membership of the Clearing Member, the agreement between the Balance Responsible Party and the Clearing Member ends at the same time.

### Term

This agreement shall apply as of the commencement of CCP.A clearing of the Electricity Exchange Transactions concluded at the EXAA Abwicklungsstelle für Energieprodukte AG. The agreement can be terminated by either party in writing at any time without stating reasons for the next trading day.

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Place, Date

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Corporate Signature **Clearing Member**

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Place, Date  
CCP Austria  
Strauchgasse 1-3, 1010 Wien  
FN 251990 z Handelsgericht Wien  
LEI 529900QF6QY66QULSI15

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Corporate Signature  
**Balance Responsible Party**



## BANK GUARANTEE STATEMENT

pursuant to § 22 General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria

.....  
Corporate name and registered office **Clearing Member**

.....  
Corporate name and registered office **Guarantor**

As non-financial company, the Clearing Member may, in accordance with the clearing conditions for electrical energy § 22 para. 1 lit. c of the *General Terms and Conditions Spot Market Products in electric Energy*, deposit Bank Guarantees for the provision of collateral from the EEA or Switzerland. The Bank Guarantee covers the fulfilment of all payment obligations of the Clearing Member under the *General Terms and Conditions Spot Market Products in electric Energy* towards CCP.A resulting from Electricity Exchange Transactions processed by CCP.A.

We hereby commit to act as Guarantor for the Clearing Member unconditionally and irrevocably and to the exclusion of any objections and pleas, to pay to CCP.A immediately upon first written request every requested amount ('Guarantee Amount') up to the amount of

(In written words: \_\_\_\_\_)

(plus any accrued interest and costs of a maximum of EUR 30.000).

When the Guarantee Amount is requested by CCP.A, we will transfer the requested Guarantee Amount to the OeKB AG account **AT141000031105133005** of CCP.A.

The Bank Guarantee is<sup>3</sup>

- ☐ granted indefinitely
- ☐ effective up to and including

However, a **limited warranty is automatically extended by two years** from the current expiration date and from all future automatic extended expiration dates, unless we inform you by registered letter no later than 60 (in written words: sixty) days before the current or any future expiration date, which is received by CCP.A, that we will not renew the Guarantee. In this case, the Guarantee shall expire at the end of the respective term.

If we receive a request in writing, we will transfer the **requested Guarantee Amount as soon as possible, but no later than within 3 banking days from the receipt of the request, to the account of CCP.A.**

The Guarantee may be requested all at once or in partial amounts up to the amount of the Guarantee. If only a partial Guarantee Amount is requested and paid by us, the Guarantee shall remain in force for the remaining amount.

The Guarantee applies exclusively as collateral in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* in the context of transactions under the conditions for trading in Electricity Exchange Transactions on the Vienna Stock Exchange as a general commodity exchange. CCP.A shall not be entitled to transfer the Guarantee, assign rights from the Guarantee or hand over the Guarantee Bank Statement to third parties.

The existing Guarantee is abstract and independent of the underlying legal relationship between the Clearing Member and CCP.A. A request with this Guarantee may be performed starting with the effective date of this Guarantee.

**Any changes to this Guarantee or the conditions of the Guarantee shall need the approval of CCP.A. The Guarantee Amount may only be decreased with the consent of CCP.A.**

The exclusive venue is Vienna. This Guarantee is subject to Austrian law and is to be interpreted in accordance with it. With the exception of UN sales law and private international law requirements.

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<sup>3</sup> Please mark as appropriate.

Following the termination of your contractual relationship with the Clearing Member and the complete fulfilment of the resulting obligations, you will return this Guarantee to us.

A current list of authorized signatories must be provided alongside this Bank Guarantee Statement.

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Place, Date

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Corporate name and registered office **Guarantor**

## PLEDGE DECLARATION FOR CASH BY THE CLEARING MEMBER

pursuant to § 7 General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria

.....  
Corporate name and registered office **Clearing Member**

pledges to secure possible claims of CCP.A against the Clearing Member, cash deposits according to the following agreement:

☐ **Collateral Account Number for the  
Clearing Collateral (IBAN):** \_\_\_\_\_

The Clearing Member has opened the above-mentioned account as blocked account for cash deposits with Oesterreichische Kontrollbank Aktiengesellschaft (hereinafter referred to as 'OeKB AG') as Collateral Custodian, which are intended to provide clearing collateral in accordance with the General Terms and Conditions Spot Market Products in electric Energy of CCP.A. The General Terms and Conditions of Oesterreichische Kontrollbank Aktiengesellschaft as Collateral Custodian apply to the above-mentioned collateral account.

### **AND/OR**

☐ **Collateral Account Number for the  
Default Fund (IBAN):** \_\_\_\_\_

The Clearing Member has opened the above-mentioned account as blocked account for cash deposits with Oesterreichische Kontrollbank Aktiengesellschaft (hereinafter referred to as 'OeKB AG') as Collateral Custodian, which are intended to provide contributions to the default fund in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A. The General Terms and Conditions of Oesterreichische Kontrollbank Aktiengesellschaft as Collateral Custodian apply to the above-mentioned collateral account.

### **General provisions for pledged cash collateral**

The Clearing Member shall be authorized to participate with all rights and obligations in clearing pursuant to the *General Terms and Conditions Spot Market Products in electric Energy* of CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH (hereinafter referred to as 'CCP.A').

## Annex ./7

*This annex is also forwarded to  
Oesterreichische Kontrollbank AG, Strauchgasse 1-3 1010 Wien*



The Clearing Member hereby declares to pledge the cash deposits for CCP.A in the above-mentioned account or the above-mentioned accounts with OeKB AG to secure all liabilities of the Clearing Member in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A, which accrue currently and in the future from its clearing membership.

CCP.A shall be authorized to satisfy its claims upon the occurrence of an event of default pursuant to the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A from the pledged cash deposits. CCP.A shall be irrevocably authorized pursuant to § 6 Austrian Financial Collateral Act (Finanzsicherheitsgesetz, hereinafter referred to as 'FinSG') to realize the collateral provided in its discretion without further consent of the Clearing Member, without approval or consent by a court to the terms of realization and without an auction, without a warning about the intended realization and without a waiting period. A surplus will be provided to the Clearing Member or billed in his favour after all outstanding liabilities and any additional payment obligations for additional collateral have been fully covered, unless the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A dictate otherwise. In the event of default, CCP.A shall be authorized to offset pledged cash deposits against the open liabilities of the Clearing Member, or they may be used in lieu of payment.

Realization shall also be permitted, if bankruptcy or liquidation proceedings, composition or reorganization proceedings, business supervision or any similar proceedings have been opened or initiated against the assets of the Clearing Member or if such proceedings are still pending and the rights subject to the offset as a result of termination have been relinquished or have been seized by a court or otherwise have been further enacted upon.

During the realization or termination in the event of default the collateral pledged or the value replacing them can be included in the offset as a result of termination in accordance with § 28 of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A.

In accordance with the above regulations, all cash credit balances (cash balances within the meaning of cash credit balances within the meaning of § 4 para 1 FinSG), which in accordance with § 31 para. 2 of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A in the event of a default are also to be pledged as additional collateral. The Clearing Member irrevocably instructs OeKB AG as Collateral Custodian to remark the pledge on the accounts and in its books, to only allow transfers of the collateral provided with the assistance of CCP.A and, in the event of realization, to transfer the money in accordance with the instructions of CCP.A to itself or to transfer to a third party nominated by it. Upon an appropriate request by CCP.A, OeKB AG must allow the inspection of the book entries in this respect without delay upon request.

OeKB AG herewith declares that it waives any statutory, contractual or in the *General Terms and Conditions Spot Market Products in electric Energy*, pledge, retention and offset rights with regard to all deposits in the above-mentioned account or the above-mentioned accounts blocked for cash deposits, and that CCP.A is granted the sole authorization to dispose, and others (including the Clearing Member) are not or will not be granted any disposal, signing or disposition authorization of any kind.

## Annex ./7

*This annex is also forwarded to  
Oesterreichische Kontrollbank AG, Strauchgasse 1-3 1010 Wien*



This declaration is concluded on the basis of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A as amended. The contracting parties shall comply with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A as amended.

This declaration shall be governed by Austrian law. For any disputes arising under this declaration the parties agree on the exclusive jurisdiction of the courts in Vienna with jurisdiction in commercial matters.

_____ Place, Date	_____ Corporate Signature <b>Clearing Member</b>
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CCP.A accepts the pledge pursuant to this pledge declaration as pledgee.

_____ Place, Date	_____ Corporate Signature <b>CCP Austria</b>
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OeKB AG also signs this pledge declaration as holder of the pledge.

_____ Place, Date	_____ Corporate Signature <b>OeKB AG</b>
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## Annex ./8

This annex is also forwarded to  
OeKB CSD GmbH, Strauchgasse 1-3 1010 Wien



### SECURITIES COLLATERAL ACCOUNT OF THE CLEARING MEMBER WITH THE COLLATERAL CUSTODIAN

pursuant to § 22 General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria

.....  
Corporate name and registered office **Clearing Member**

**Securities Collateral Account:** \_\_\_\_\_

The General Terms and Conditions of the OeKB CSD GmbH as Collateral Custodian shall apply to the above securities collateral account.

The Clearing Member hereby declares in accordance with § 12 para. 3 of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A, to release the Collateral Custodian from the obligation to comply with Banking Secrecy in accordance with § 38 of the Banking Act and the Data Protection Act for the provision of clearing services as well as reporting of suspicious incidents of breaches of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A or the Clearing Agreement. The Clearing Member expressly consents to the use and transfer of personal data by and to OeKB CSD GmbH as defined in § 3 of its Clearing Agreement with CCP.A.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Corporate Signature **Clearing Member**

### PLEDGE DECLARATION FOR SECURITIES BY THE CLEARING MEMBER

**pursuant to § 15 General Terms and Conditions  
Spot Market Products in electric Energy of CCP Austria**

.....  
Corporate name and registered office **Clearing Member**

pledges to secure possible claims of CCP.A towards the Clearing Member, securities according to the following agreement:

**Securities Collateral Account:** \_\_\_\_\_

The Clearing Member is authorized to participate with all rights and obligations in the clearing pursuant to the *General Terms and Conditions Spot Market Products in electric Energy* of CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH (hereinafter referred to as 'CCP.A').

The Clearing Member has opened the above-mentioned securities collateral account as blocked account for deposits with OeKB CSD GmbH (hereinafter referred to as 'CSD') as Collateral Custodian, which is intended to provide clearing collateral in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A. The General Terms and Conditions of OeKB CSD GmbH as Collateral Custodian apply to the above-mentioned securities collateral account.

The Clearing Member hereby declares to pledge the security deposits for CCP.A in the above-mentioned account with CSD to secure all liabilities of the Clearing Member in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A, which accrue currently and in the future from its Clearing Participation.

CCP.A shall be authorized to satisfy its claims upon the occurrence of an event of default pursuant to the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A from the pledged securities deposits. CCP.A shall be irrevocably authorized pursuant to § 6 Austrian Financial Collateral Act (Finanzsicherheitsgesetz, hereinafter referred to as 'FinSG') to realize the clearing collateral provided in its discretion without further consent of the Clearing Member, without approval or consent by a court to the terms of realization and without an auction, without a warning about the intended realization and without a waiting period. The realization or appraisal of the collateral shall be performed by CCP.A pursuant to the principles of fair business dealings (redlicher Geschäftsverkehr) according to the market price of the collateral on the realization or appraisal date. A surplus will be provided to the Clearing Member or billed in his favour after all outstanding liabilities or any additional payment



## Annex .I8a

*This annex is also forwarded to  
OeKB CSD GmbH, Strauchgasse 1-3 1010 Wien*



obligations for additional collateral have been fully covered, unless the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A dictate otherwise.

In the event of default, CCP.A is entitled to sell the securities pledged without the need to pay the purchase price immediately and in cash, or to have them transferred to one of its securities accounts for appropriation in accordance with § 5 para. 2 FinSG and following to offset their value with the outstanding liabilities of the Clearing Member or they may be used in lieu of payment.

Realization shall also be permitted, if bankruptcy or liquidation proceedings, composition or reorganization proceedings, business supervision or any similar proceedings have been opened or initiated against the assets of the Clearing Member or if such proceedings are still pending and the rights subject to the offset as a result of termination have been relinquished or have been seized by a court or otherwise have been further enacted upon.

During the realization or termination in the event of default the clearing collateral pledged or the value replacing them can be included in the offset as a result of termination in accordance with § 28 of the *General Terms and Conditions for Spot Market Products in electric Energy* of CCP.A.

The Clearing Member irrevocably instructs CSD as Collateral Custodian to remark the pledge on the accounts and in its books, to only allow transfers of the clearing collateral provided with the assistance of CCP.A and, in the event of realization, to transfer the securities in accordance with the instructions of CCP.A to itself or to transfer to a third party nominated by it. Upon an appropriate request by CCP.A, CSD has to allow the inspection of the book entries in this respect without delay upon request.

As a Clearing Member, we hereby release the CSD from the obligation to maintain Banking Secrecy, as far as this is necessary to fulfil the tasks of the CSD as Collateral Custodian in accordance with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A in the currently applicable version or the supervisory function of courts and authorities, in particular the Austrian Financial Market Authority, the Oesterreichische Nationalbank, the European Securities and the Markets Authority and Energie-Control Austria. The Clearing Member consents to the use and transfer of personal data by and to CSD as laid down in § 3 of its Clearing Agreement with CCP.A.

CSD herewith declares that it waives any statutory, contractual or in the *General Terms and Conditions Spot Market Products in electric Energy*, pledge, retention and offset rights with regard to all deposits in the above securities collateral account, and that CCP.A is granted the sole authorization to dispose and others (including the Clearing Member) are not or will not be granted any disposal, signing or disposition authorization of any kind.

## Annex ./8a

*This annex is also forwarded to  
OeKB CSD GmbH, Strauchgasse 1-3 1010 Wien*



This declaration is concluded on the basis of the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A as amended. The contracting parties shall comply with the *General Terms and Conditions Spot Market Products in electric Energy* of CCP.A as amended.

This declaration shall be governed by Austrian law. For any disputes arising under this declaration the parties agree on the exclusive jurisdiction of the courts in Vienna with jurisdiction in commercial matters.

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Place, Date

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Corporate Signature **Clearing Member**

CCP.A accepts the pledge pursuant to this pledge declaration as pledgee.

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Place, Date

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Corporate Signature **CCP Austria**

CSD also signs this pledge declaration as holder of the pledge.

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Place, Date

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Corporate Signature **OeKB CSD GmbH**

## Annex ./9

This annex is also forwarded to  
Oesterreichische Kontrollbank AG, Strauchgasse 1-3 1010 Wien



### DIRECT DEBIT ORDER BY THE CLEARING MEMBER

#### of Withdrawals by Direct Debit Order

.....  
Corporate name and registered office **Clearing Member**

We hereby authorize CCP.A, for the duration of our clearing membership, to withdraw any payments for \_\_\_\_\_ to be made by us by way of a direct debit from our account when due. This shall also authorize our bank maintaining the account, currently Oesterreichische Kontrollbank Aktiengesellschaft, to fulfill the direct debit. We shall ensure that our account has sufficient coverage. In case of an insufficient coverage the recipient of the payment (= CCP.A) shall be notified. The funds to be withdrawn from the account shall not be subject to any limitations with regard to their amount.

**Name and Address of the Payer** (= Clearing Member of CCP.A and account-holder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Account-holding Bank:** Oesterreichische Kontrollbank Aktiengesellschaft

**BIC:** OEKOATWW

**IBAN of Payer:**

**Payments for** ☐ Dotation Cash Collateral Account ☐ Dotation Default Fund Account

Payee:

**CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH**  
Strauchgasse 1-3  
A - 1010 Vienna

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Corporate Signature **Clearing Member**  
(= Payer)