

(Note: This translation is for information purposes only. The German text shall prevail.)

CLEARING AGENT AGREEMENT

concluded between

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

(hereinafter referred to as 'CCP.A') and

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[Company, registered office, commercial register number, LEI]

(hereinafter referred to as 'Clearing Agent') as follows:

PREAMBLE

The Clearing Agent shall be

- a) an Austrian credit institution;
- b) a credit institution licensed to operate in a member state, provided it is fully subject to the valid EC Directives for credit institutions;
- c) an enterprise, whose business consists of accepting cash or other repayable monies for deposit from the public and to grant loans for their own account and who have been licensed to carry on this business in other member states as well as in all full member states of the Organization for Economic Cooperation and Development (OECD) and in countries that have entered into Agreements with the International Monetary Fund (IMF), in particular, into lending Agreements in connection with IMF's Special Agreement to Borrow, including their branch offices;

- d) a recognized investment firm within the scope of Art 4 para. 1 no. 2 of Regulation (EU) No 575/2013 (hereinafter referred to as 'CRR');
- e) a Clearing House pursuant to § 2 no. 33 Austrian Banking Act with its registered office or license in an EEA member state that is licensed according to Regulation (EU) No 648/2012 (hereinafter referred to as 'EMIR') and/or
- f) a central securities depository pursuant to § 2 no. 34 Austrian Banking Act with its registered office in an EEA member state and are authorized according to Regulation (EU) No 909/2014 (hereinafter referred to as 'CSDR').

and has own funds as defined by Article 4 para 1 fig. 71 CRR of at least EUR 50,000,000.00. It concludes this Agreement in order to act as Clearing Agent pursuant to § 12 of the General Terms and Conditions of CCP.A for its Agent Clients, which participate in the clearing as Clearing Members.

Pursuant to section 9 para 3 Austrian Stock Exchange Act (hereinafter referred to as 'BörseG') CCP.A is commissioned with the task of a Clearing House for the Clearing of all CCP-eligible exchange transactions concluded at Wiener Börse in its function as a securities exchange in securities transactions and in transactions concluded on the Third Market as a Multilateral Trading System (MTF) operated by Wiener Börse AG. The transactions shall take place exclusively between CCP.A as central counterparty and one Agent Client of the Clearing Agent, which participates as a Clearing Member in the clearing. The Clearing Agent does not enter into the transactions of its Agent Clients with the Clearing House, nor shall it assume any liability for their performance.

§ 1 Object of the Agreement

- (1) CCP.A authorizes the Clearing Agent to act, on the basis of this Agreement, as a Clearing Agent pursuant to § 12 of the General Terms and Conditions of CCP.A for its Clients, which are Clearing Members and with which it entered into a corresponding processing obligation in its function as Clearing Agent ('Agent Clients').
- (2) The contracting parties confirm that they are aware of the General Terms and Conditions of CCP.A, that the current version of the General Terms and Conditions of CCP.A (Annex ./1) is available to the Clearing Agent and that this Clearing Agent Agreement is concluded on the basis of the General Terms and Conditions of CCP.A as amended. The contracting parties hereby agree to comply with the General Terms and Conditions of CCP.A as amended.

- (3) The Clearing Agent shall be under the obligation to process the CCP-eligible transactions by those Agent Clients with which it has entered into a corresponding processing obligation as Clearing Agent. In case that the Clearing Agent opens cash accounts and securities accounts for the Agent Client at the Settlement Bank, the CSD or the Collateral Custodian (together 'Clearing Facilities') and/or deposits collateral for the Agent Client, the Clearing Agent shall be under the obligation vis-à-vis CCP.A to cover the cash accounts and securities accounts, and to deposit collateral, in at least the amount it has received in corresponding cash amounts, securities and/or collateral from the Agent Client. A declaration of the Clearing Agent, in which the Clearing Agent undertakes to process the transactions of the Clearing Member in its function as Clearing Agent, shall be submitted to CCP.A.

§ 2 Commissioning Third Parties

- (1) CCP.A commissions vicarious agents, who undertake the tasks of the Settlement Bank, the CSD or the Collateral Custodian for making payment transactions and keeping the cash accounts and securities accounts according to the General Terms and Conditions of CCP.A.
- (2) CCP.A is authorized to commission further vicarious agents, in particular with respect to the operation of the technical aspects in clearing.

§ 3 Cash Accounts and Securities Accounts, Collateral, Data Protection and Banking Secret

- (1) The cash accounts and securities accounts required for clearing are to be opened by the Clearing Members directly at the Clearing Facilities. Alternatively, should CCP.A consent, it is possible for these cash accounts and securities accounts to be opened by the Clearing Agent. The Clearing Agent shall maintain such cash accounts and securities accounts for the duration of Clearing Membership of its Agent Client. The cash accounts and securities accounts, including cash collateral accounts and securities collateral accounts, opened by the Clearing Agent for its Agent Clients at the Clearing Facilities in conformity with the requirements of the General Terms and Conditions of CCP.A are shown in the forms which are attached to this Clearing Agent Agreement as Annexes .1/2 to .1/2c . The contents of the pledges, as well as the SEPA – B2B – Direct – Debit – Mandate and if required, the Direct Debit Order to be submitted by the Clearing Agent for its Agent Clients (as an alternative to corresponding declarations and instructions by the Agent Clients) are laid down in the forms attached

to this Clearing Agent Agreement as Annexes ./3, ./4, ./4a and ./5. CCP.A shall be authorized to realize the collateral deposited by the Clearing Agent pursuant to the General Terms and Conditions of CCP.A, if and when, the requirements for a realization of collateral posted directly by the Clearing Member are met. Delays of the Clearing Agent in performing obligations of the Agent Client shall be attributable to the Clearing Member. Such delays shall be deemed an event of default of the Clearing Member pursuant to the General Terms and Conditions of CCP.A.

- (2) The Clearing Agent explicitly agrees to the transmission of data obtained under this Clearing Agent Agreement or the General Terms and Conditions of CCP.A. by the Exchange Operating Company and the Clearing Facilities to CCP.A, by the Clearing Facilities and CCP.A to the Exchange Operating Company, by CCP.A to the Clearing Facilities as well as by all named institutions to courts and public authorities, in particular the Austrian Financial Markets Supervision (FMA), the Austrian Central Bank (OeNB) and the European Securities and Markets Authority (ESMA), for the purposes of supervision of compliance with this Clearing Agent Agreement, the General Terms and Conditions of CCP.A and the pertinent laws as well as for the purposes of carrying out the clearing.
- (3) The Clearing Agent hereby releases CCP.A, the Exchange Operating Company and the Clearing Facilities from the obligation to comply with the data secret and, in case of the Clearing Facilities, also from banking secrecy pursuant to section 38 Austrian Banking Act (*Bankwesengesetz*, hereinafter referred to as 'BWG') for the purposes of admission and ongoing determination of the fulfillment of the requirements for the participation in the clearing pursuant to section 16 para. 2 of the General Terms and Conditions of CCP.A, carrying out the clearing and the notification of indications of a violation of the General Terms and Conditions of CCP.A or the Clearing Agreement as well as the other information obligations towards courts and public authorities, in particular the Austrian Financial Markets Supervision (FMA), the Austrian Central Bank (OeNB) and the European Securities and Markets Authority (ESMA), and shall procure a corresponding release from its respective Clients.

§ 4 Term of the Agreement

- (1) The Clearing Agent Agreement may be terminated by the Clearing Agent at any time in writing upon one month's notice without stating any reasons. The termination shall only become effective after all transactions and positions for whose processing the Clearing Agent is responsible have been fulfilled pursuant to the General Terms and

Conditions of CCP.A. The Clearing Agent shall inform its Agent Clients immediately of the termination of the Clearing Agent Agreement so that they can take the appropriate measures either by instructing another Clearing Agent or by opening own cash accounts and securities accounts with the Clearing Facilities.

- (2) CCP.A shall be permitted to terminate the Clearing Agent Agreement with immediate effect without observing a notice period if there is a material reason. A breach of any obligation contained in this Agreement and in the General Terms and Conditions of CCP.A by the Clearing Agent shall constitute a material reason. The termination by CCP.A shall be made in writing, with the reasons being stated.
- (3) The termination of the Clearing Agent Agreement shall not release the Clearing Agent from its obligations in connection with such CCP-eligible transactions already concluded by the Agent Clients, for whose processing it is responsible.
- (4) The Exchange Operating Company shall immediately be informed by the contracting parties of a termination of the Clearing Agent Agreement.

§ 5 Assignability

- (1) An assignment of rights or a transfer of obligations under the Clearing Agent Agreement by the Clearing Agent shall only be possible with the consent of CCP.A.

§ 6 Liability

- (1) Any liability of CCP.A and its vicarious agents for damages due to circumstances for which they are not responsible or for damages whose cause is outside of the sphere of CCP.A and its vicarious agents shall be excluded.
- (2) CCP.A, and its vicarious agents shall not be liable to Clearing Members or Clearing Clients for losses, lost profits or damages, unless these losses, lost profits or damages are the result of their intentional or gross negligent conduct. Liability for consequential damages shall be excluded in any case.
- (3) CCP.A and its vicarious agents shall not be liable to Clearing Agents and other third parties (including Other Clients and their jointly appointed representative (if any) pursuant to section 46 para. 2 of the General Terms and Conditions of CCP.A) for any losses, damages, consequential damages or lost profits that may occur as a result of, or in connection with the clearing of transactions.
- (4) CCP.A and its vicarious agents shall not be liable for damages caused by a disruption of operations due to force majeure, riot, war and natural disasters or due to other events

or incidents for which they are not responsible (e.g. strikes, lawful lock-outs, traffic disruptions) or restraints/acts of princes.

- (5) The same shall apply to damages suffered by a Clearing Member or Clearing Client due to technical problems or due to a partial or full failure of the employed EDP System of CCP.A or due to errors in the entering of data in the course of clearing or in the administration of the records on the clearing collateral and the contributions to the default fund deposited, insofar as these damages do not result from intentional or gross negligent conduct of CCP.A and its vicarious agents.
- (6) The Clearing Agent shall be liable to CCP.A, and gives a warranty, acting as a prudent businessperson pursuant to the Austrian Civil Code and Companies Act.

§ 7 Choice of Law, Jurisdiction

- (1) This Clearing Agent Agreement shall be governed by, and construed in conformity with, Austrian law, with the exception of its conflict of laws provisions.
- (2) Disputes pursuant to section 50 para. 4 BörseG shall be decided by the arbitral tribunal of the stock exchange. Any other disputes out of or in connection with this Clearing Agreement, the General Terms and Conditions as well as any contracts referring to them shall be subject to the exclusive jurisdiction of the competent courts for the first municipal district in Vienna. CCP.A may, however, bring an action outside of the scope of section 50 para. 4 BörseG against the Clearing Member before any other court that may have jurisdiction.
- (3) CCP.A shall also be authorized to have disputes or claims (which are outside of the scope of section 50 para. 4 BörseG) arising out of or in connection with this Clearing Agreement and the General Terms and Conditions as well as any contracts referring to them, including disputes relating to their validity, breach, termination or nullity, finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or three arbitrators appointed in accordance with the said Rules. The number of arbitrators shall be three

§ 8 Supplements, Severability

- (1) Should any individual provisions of this Clearing Agent Agreement be or become fully or partially invalid or unenforceable, the validity or enforceability of the other provisions shall not be impaired.

- (2) Invalid provisions shall be replaced by such provisions that come as close as possible to the intended economic effect. The same shall apply to the lacking provisions in this Clearing Agent Agreement.

§ 9 Addresses

- (1) Except in case of a change of address notified in writing, all notices intended for CCP.A shall be sent to:

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

and any notices intended for the Clearing Agent shall be sent to

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§ 10 Languages, Counterparts, Form

- (1) This Clearing Agent Agreement shall be executed in two counterparts in German and English respectively. These counterparts shall be legally binding. In case of a deviation between the English and the German version, the German text shall prevail. Any translations into other languages are only for information purposes and shall not be binding.
- (2) Amendments of the Clearing Agent Agreement, including a deviation from the requirement of the written form, shall only be valid if in written form.
- (3) The annexes referred to below shall form an integral part of this Clearing Agent Agreement:

Annex ./1: General Terms and Conditions of CCP.A
Annex ./2: Form on Account Setup of the Clearing Agent
Annex ./2a: Form on Securities Accounts of the Clearing Agent at the CSD or Collateral Custodian

- Annex .2b: Form on Central Bank Accounts of the Clearing Agent at the Settlement Bank
- Annex .2c: Form on Cash Accounts of the Clearing Agent at the Settlement Bank or the Collateral Custodian
- Annex .3: Form on SEPA – B2B – Direct – Debit – Mandate of the Clearing Agent
- Annex .4: Form on Pledge Declaration for Cash by the Clearing Agent
- Annex .4a: Form on Pledge Declaration for Securities by the Clearing Agent
- Annex .5: Form on Direct Debit Order by the Clearing Agent (optional)

Place, Date

Corporate Signature **Clearing Agent**

Place, Date

Corporate Signature **CCP Austria**