

**ACCOUNT SETUP**  
pursuant to Section 22 of the General Terms and Conditions of CCP Austria

For the clearing system of CCP.A, the following cash and securities accounts are set up at the Clearing Facilities:

CCP.A Clearing Participant	Participant Type	Clearing Agent / GCM (if applicable)	Participant Symbol	Reporting Choice
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.

Collateral Bank Accounts (cash and securities) with Clearing Facilities		CCP.A clearing system					Settlement Bank Accounts (cash and securities) with Clearing Facilities		
Cash Collateral Account OeKB AG	Securities Collateral Account OeKB CSD GmbH	Collateral Account	Margin Account	A/P	Position Account	Settlement Account	Securities Settlement Account OeKB CSD GmbH	Cash Settlement Account National Bank	Cash Account OeKB AG (Fees)
Click or tap here to enter text.	Click or tap here to enter text.	CO-2xxx-1 CO-2xxx-2*	TN ID-Position Account ID	A	2xxx	SA-2xxx	OSCD2xxx00	Click or tap here to enter text.	Click or tap here to enter text.
			TN ID-Position Account ID	P	5xxx				

\* Minimum amount of Default Fund

The default fund contribution must be contributed in the form of a EURO cash deposit to an account maintained by CCP.A.

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

\_\_\_\_\_  
Corporate Signature Choose an item.

# Annex ./2a

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



## NOTIFICATION OF SECURITIES ACCOUNTS pursuant to Section 22 of the General Terms and Conditions of CCP.A

Corporate name and registered office **Clearing Member**

<u>Type of Securities Account</u>	<u>Details of Securities Account</u>
<u>Securities Settlement Account</u>	
<u>Securities Collateral Account</u>	

The Business Terms of the CSD or Collateral Custodian shall apply to the above securities settlement accounts and securities collateral accounts.

The Clearing Agent hereby declares to release the CSD or the Collateral Custodian from the bond to banking secrecy pursuant to section 38 Austrian Banking Act and to the Data Protection Act for the purpose of executing clearing and for reporting indications of breaches of the General Terms and Conditions of CCP.A or of the Clearing Agent Agreement.

Place, Date

Corporate Signature **Clearing Agent**

**NOTIFICATION OF CENTRAL BANK ACCOUNTS**  
 pursuant to Section 22 of the General Terms and Conditions of CCP.A

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

<u>Type of Cash Account</u>	<u>Details of Cash Account</u>
<u>Dedicated Cash Account</u>	

The Business Terms of the Settlement Bank shall apply to the above dedicated cash account.

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

\_\_\_\_\_  
 Corporate Signature **Clearing Agent**

# Annex ./2c

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



## NOTIFICATION OF CASH ACCOUNTS pursuant to Section 22 of the General Terms and Conditions of CCP.A

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

<u>Type of Cash Account</u>	<u>Details of Cash Account</u>
<u>Cash Settlement Account</u>	
<u>Cash Collateral Account</u>	

The Business Terms of the Settlement Bank or the Collateral Custodian shall apply to the above cash accounts and cash collateral accounts.

The Clearing Agent hereby declares to release the Settlement Bank or the Collateral Custodian from the bond to banking secrecy pursuant to section 38 Austrian Banking Act and to the Data Protection Act for the purpose of executing clearing and for reporting indications of breaches of the General Terms and Conditions of CCP.A or of the Clearing Agent Agreement.

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

\_\_\_\_\_  
Corporate Signature **Clearing Agent**

# Annex ./3

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



## SEPA – B2B – DIRECT – DEBIT – MANDATE

Mandate reference

(Filling takes place subsequently by OeKB AG) \_\_\_\_\_

PAYEE (name, address)

\_\_\_\_\_  
CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH

\_\_\_\_\_  
Strauchgasse 1-3

\_\_\_\_\_  
A -1010 Vienna

Creditor-ID: AT73ZZZ00000023454

We hereby **irrevocably** authorize you, for the duration of the Clearing Membership of **[Corporate name and registered office of Clearing Member]**, and until any open transactions that concern the Clearing Member are cleared, to withdraw any payments to be made by the Clearing Member by way of a SEPA – B2B – Direct – Debit from our account when due (shortened pre-notification of up to two days). This shall also authorize our bank maintaining the account, currently **Oesterreichische Kontrollbank Aktiengesellschaft**, to fulfil the SEPA – B2B – 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.

*Note:* SEPA – B2B – Direct – Debit – Mandate only serves the withdrawal of SEPA – B2B – Direct – Debits, which are withdrawn from accounts of businesses. We are not permitted to demand a refund of the withdrawn amount after the SEPA – B2B – Direct – Debits is fulfilled. We are permitted to instruct our credit institutions until the due date (shortened pre-notification of up to 2 days) not to fulfil SEPA – B2B – Direct – Debits.

# Annex ./3

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



Name and Address of the Payer (= Counterparty of CCP.A and Accountholder)

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Account-holding Bank: Oesterreichische Kontrollbank Aktiengesellschaft

BIC: OEKOATWW

IBAN of Payer:

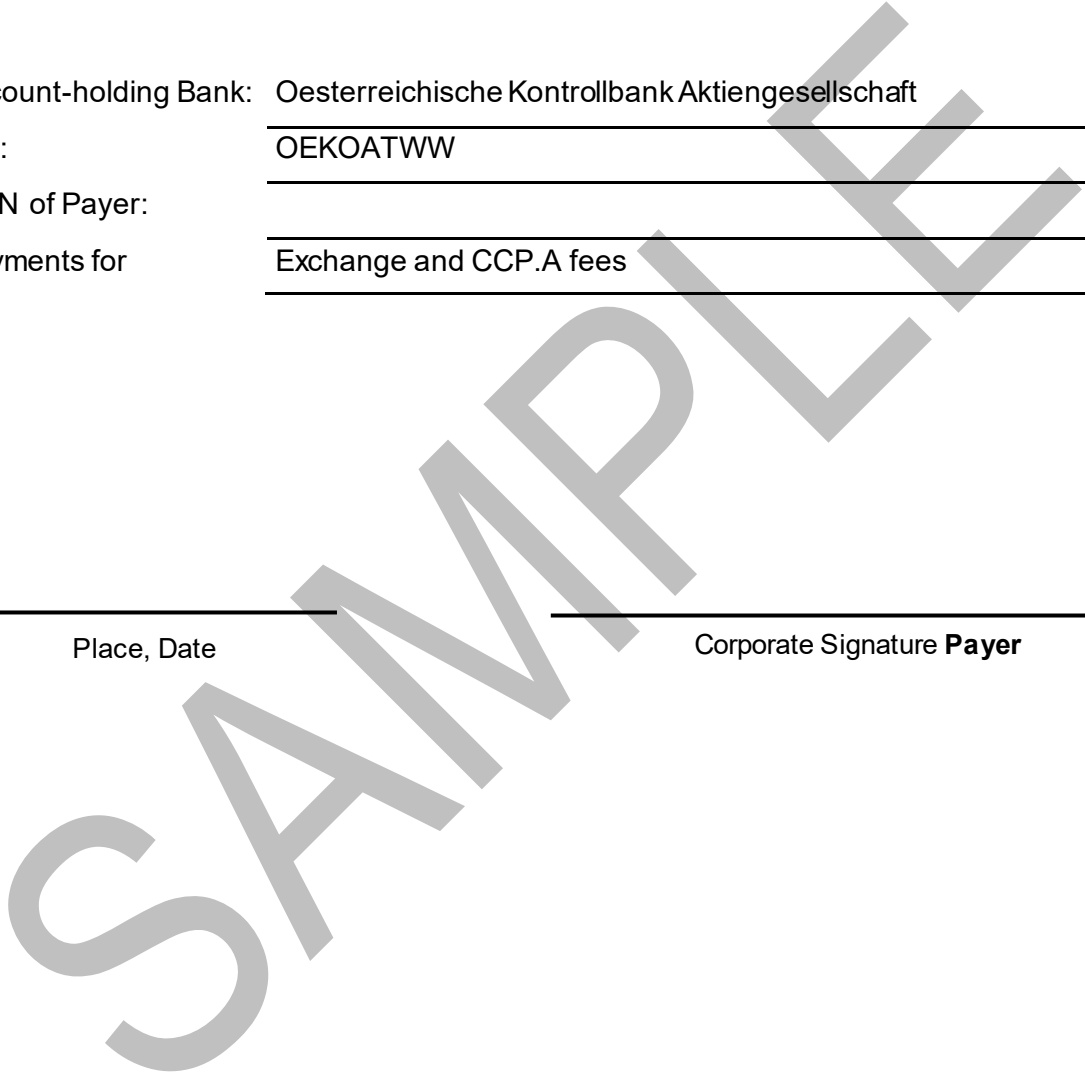
Payments for Exchange and CCP.A fees

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Place, Date

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Corporate Signature Payer



**PLEDGE DECLARATION FOR CASH**

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

is authorized to participate as Clearing Member with all rights and obligations in the clearing of CCP-eligible transactions pursuant to the General Terms and Conditions of Business of CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH (hereinafter referred to as 'CCP.A').

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

acts as a Clearing Agent pursuant to the General Terms and Conditions of CCP.A for the Clearing Member.

For the Clearing Member the Clearing Agent has opened the account IBAN ..... (blocked account for cash deposits) at Oesterreichische Kontrollbank Aktiengesellschaft (hereinafter referred to as 'OeKB') as Collateral Custodian, which are to be used for the deposit of the clearing collateral pursuant to the General Terms and Conditions of CCP.A.

The Clearing Agent hereby pledges any cash deposits on the account IBAN ..... at OeKB to CCP.A as a security for all liabilities of the Clearing Member as well as for its own liabilities pursuant to the General Terms and Conditions of CCP.A, which arise currently and in the future.

CCP.A shall be authorized to satisfy its claims upon the occurrence of an event of default pursuant to the General Terms and Conditions of CCP.A or a default of the Clearing Agent pursuant to the Clearing Agent Agreement from the pledged cash deposits. CCP.A shall be irrevocably authorized pursuant to section 6 Austrian Financial Collateral Act (*Finanzsicherheitengesetz*, hereinafter referred to as 'FinSG') to realize the clearing collateral

## Annex ./4

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



provided in its discretion without further consent of the Clearing Member or its Clients or the Clearing Agent, 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 clearing collateral shall be made by CCP.A pursuant to the principles of fair business dealings (*redlicher Geschäftsverkehr*) according to the market price of the clearing collateral on the day of realization or appraisal. A surplus will be transferred to the Clearing Agent or credited in its favor after full satisfaction of all open liabilities and fulfillment of any obligation to provide additional clearing collateral, unless provided otherwise by the General Terms and Conditions of CCP.A.

In the event of default, CCP.A shall be authorized to offset pledged cash deposits against the open liabilities of the Clearing Member or the Clearing Agent or 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 are initiated against the assets of the Clearing Member or its Clients or if such proceedings are still pending.

In case of a realization or termination, the clearing collateral provided or the value representing it may be included into the close-out netting pursuant to section 54 of the General Terms and Conditions of CCP.A.

Also pledged and (if the need arises) to be realized pursuant to the above provisions are all cash credit balances (cash credit balances within the meaning of section 4 para 1 FinSG) , which shall be retained by CCP.A as additional clearing collateral pursuant to section 35 para 5 of the General Terms and Conditions of CCP.A in case of an event of default. The Clearing Agent irrevocably instructs OeKB as holder of the pledge to enter the pledge on the accounts as well as on its books, to allow disposals with regard to the clearing collateral provided only if also signed by CCP.A, and in an event of default to transfer the cash deposits according to the instructions of CCP.A to CCP.A or a third party named by it.

The Clearing Agent releases OeKB from the banking secret, insofar as this is required for the fulfillment of the tasks as Collateral Custodian of OeKB pursuant to the General Terms and Conditions of CCP.A as amended or the supervisory function of courts and public authorities, in particular the Austrian Financial Market Supervision (FMA), the Austrian Central Bank (OeNB) and the European Securities and Markets Authority (ESMA). The Clearing Agent consents to the use and transmission of personal data by and to OeKB as laid down in section 3 of the Clearing Agent Agreement with CCP.A.



# Annex ./4

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



OeKB herewith declares that it waives any statutory as well as contractual (individually agreed or in general business conditions) pledge, retention and netting rights with respect to all assets deposited on the account IBAN ..... (blocked account for cash deposits) that CCP.A is granted the sole authorization to give instructions and/or sign and that no one else (including the Clearing Agent, the Clearing Member or its Clients) is granted any right of whatever kind to draw on or to sign or to otherwise dispose of this account respectively.

This declaration is concluded on the basis of the General Terms and Conditions of CCP.A as amended. The contracting parties shall comply with the General Terms and Conditions 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 **Clearing Agent**

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

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

\_\_\_\_\_  
Corporate Signature **CCP Austria**

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

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

\_\_\_\_\_  
Corporate Signature **OeKB**

**PLEDGE DECLARATION FOR SECURITIES**

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

is authorized to participate as Clearing Member with all rights and obligations in the clearing of CCP-eligible transactions pursuant to the General Terms and Conditions of Business of CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH (hereinafter referred to as 'CCP.A').

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

acts as a Clearing Agent pursuant to the General Terms and Conditions of CCP.A for the Clearing Member. The Clearing Member has opened the securities deposit no. .... at OeKB CSD GmbH (hereinafter referred to as 'CSD') as Collateral Custodian, which are to be used for the deposit of the clearing collateral pursuant to the General Terms and Conditions of CCP.A.

The Clearing Agent has opened the securities deposit no. .... at CSD as Collateral Custodian, which are to be used for the deposit of the clearing collateral pursuant to the General Terms and Conditions of CCP.A.

The Clearing Agent hereby pledges any securities on the securities deposit no. .... at CSD to CCP.A as a security for all liabilities of the Clearing Member as well as for its own liabilities pursuant to the General Terms and Conditions of CCP.A, which arise currently and in the future.

CCP.A shall be authorized to satisfy its claims upon the occurrence of an event of default pursuant to the General Terms and Conditions of CCP.A or a default of the Clearing Agent pursuant to the Clearing Agent Agreement from the pledged securities. CCP.A shall be irrevocably authorized pursuant to section 6 Austrian Financial Collateral Act (*Finanzsicherheitengesetz*, hereinafter referred to as 'FinSG') to realize the clearing collateral

## Annex ./4a

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

provided in its discretion without further consent of the Clearing Member or its Clients or the Clearing Agent, 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 clearing collateral shall be made by CCP.A pursuant to the principles of fair business dealings (*redlicher Geschäftsverkehr*) according to the market price of the clearing collateral on the day of realization or appraisal. A surplus will be transferred to the Clearing Member or credited in its favor after full satisfaction of all open liabilities and fulfillment of any obligation to provide additional clearing collateral, unless provided otherwise by the General Terms and Conditions of CCP.A.

In case of an event of default, CCP.A shall be authorized to sell the securities provided as pledge, without an obligation that the sales price be paid immediately and in cash, or to have them transferred to one of its securities deposits for the purposes of an appropriation pursuant to section 5 para. 2 FinSG and thereafter to set off their value against the open liabilities of the Clearing Member or to use them in lieu of payment.

Realization shall also be permitted, if bankruptcy or liquidation proceedings, composition or reorganization proceedings, business supervision or any similar proceedings are initiated against the assets of the Clearing Member or its Clients or if such proceedings are still pending.

In case of a realization or termination, the clearing collateral provided or the value representing it may be included into the close-out netting pursuant to section 54 of the General Terms and Conditions of CCP.A.

Also pledged and (if the need arises) to be realized pursuant to the above provisions are the securities (delivery balances, securities balances within the meaning of section 4 para. 1 FinSG), which shall be retained by CCP.A as additional clearing collateral pursuant to section 35 para. 5 of the General Terms and Conditions of CCP.A in case of an event of default. The Clearing Agent irrevocably instructs CSD as holder of the pledge to enter the pledge on the deposits as well as on its books, to allow disposals with regard to the clearing collateral provided only if also signed by CCP.A, and in an event of default to transfer the securities deposits according to the instructions of CCP.A to CCP.A or a third party named by it.

The Clearing Agent releases CSD from the banking secret, insofar as this is required for the fulfillment of the tasks as Collateral Custodian of CSD pursuant to the General Terms and Conditions of CCP.A as amended or the supervisory function of courts and public authorities, in particular the Austrian Financial Market Supervision (FMA), the Austrian Central Bank

## Annex ./4a

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



(OeNB) and the European Securities and Markets Authority (ESMA). The Clearing Agent consents to the use and transmission of personal data by and to CSD as laid down in section 3 of its Clearing Agreement with CCP.A.

CSD herewith declares that it waives any statutory as well as contractual (individually agreed or in general business conditions) pledge, retention and netting rights with respect to all assets deposited on the securities deposit no..... that CCP.A is granted the sole authorization to give instructions and/or sign and that no one else (including the Clearing Agent, Clearing Member or its Clients) is granted any right of whatever kind to draw on or to sign or to otherwise dispose of this deposit respectively.

This declaration is concluded on the basis of the General Terms and Conditions of CCP.A as amended. The contracting parties shall comply with the General Terms and Conditions 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	Corporate Signature <b>Clearing Agent</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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CSD also signs this pledge declaration as holder of the pledge.

\_\_\_\_\_

Place, Date	Corporate Signature <b>CSD</b>
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# Annex ./5 (optional)

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



## AUTHORIZATION of Withdrawals by Direct Debit Order<sup>1</sup>

We hereby authorize CCP.A, for the duration of the Clearing Membership of **[Corporate name and registered office of Clearing Member]**, to withdraw any payments for ..... to be made by the Clearing Member 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 (= Counterparty of CCP.A and Accountholder)

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Account-holding Bank: Oesterreichische Kontrollbank Aktiengesellschaft

BIC: OEKOATWW

IBAN of Payer:

Payments for  Dotation Cash Collateral Account  Dotation Default Fund Account

<sup>1</sup> Pursuant to section 2 para. 3 lit 8 Payment Services Act (Zahlungsdienstegesetz), the Payment Services Act does not apply to payment transactions within a securities settlement system between central counterparties, clearing houses and other participants in such system, so that withdrawals of claims within the securities settlement system are not carried out via SEPA – B2B – Direct – Debit.

## Annex ./5 (optional)

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



Payee:

**CCP Austria Abwicklungsstelle für Börsengeschäfte GmbH**

Strauchgasse 1-3

A - 1010 Vienna

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Place, Date

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Corporate Signature Payer