

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

DECLARATION of a Clearing Service Agreement

concluded between

Corporate name and registered office **Clearing Member**

[Commercial register number]

[Member-ID]

[LEI]

as Clearing Member

(hereinafter referred to as 'Clearing Member')

and

Corporate name and registered office **Non-Clearing Member**

[commercial register number]

[Member-ID]

[LEI]

as Non-Clearing Member

(hereinafter referred to as 'Non-Clearing Member')

- (i) The Clearing Member has concluded a Clearing Agreement with CCP.A and participates in the clearing of (exchange) transactions concluded on the Vienna Stock Exchange as a General Clearing Member with Member-ID [xxxx].
- (ii) The Non-Clearing Member has entered into a Clearing Service Agreement with the Clearing Member regarding the clearing of (exchange) transactions concluded in CCP-eligible securities. According to that Agreement the Clearing Member enters into the transactions of the Non-Clearing Member concluded in CCP-eligible securities, whereby a transaction between the Clearing Member and CCP.A is concluded at the same time.
- (iii) According to § 13 para. 2 of the General Terms and Conditions of CCP.A, the Non-Clearing Member participates as a Clearing Client in the clearing of CCP-eligible securities.
- (iv) The Non-Clearing Member is aware of the General Terms and Conditions of CCP.A and declares to comply with them as well as to accept them as operating rules in the meaning of Art 39 para. 8 EMIR.
- (v) The Clearing Member declares in particular to duly fulfil all (exchange) transactions concluded by the Non-Clearing Member in CCP-eligible securities and to provide the required clearing collateral pursuant to the General Terms and Conditions of CCP.A.
- (vi) Account-Setup: *
 - The Clearing Member maintains the position accounts and the margin accounts (for margin calculation) for the Non-Clearing Member (and its respective Clients) segregated from its own ones. Also the collateral accounts for the Non-Clearing Member are segregated from its own collateral accounts.¹
 - The Clearing Member maintains the position accounts and the margin accounts (for margin calculation) for the Non-Clearing Member (and its respective Clients) segregated from its own ones. The collateral is held on an omnibus collateral account. The collateral value deposited by the Clearing Member on this omnibus account is allocated to the Clearing Member and the Non-Clearing Member in proportion to the determined margin

¹ Check if applicable

requirements (in particular, if the required margin requirement is not fully covered) and CCP.A notifies the Clearing Member of the respective allocations. If the total clearing collateral deposited by the Clearing Member exceeds the total margin requirement of the Clearing Member stipulated by CCP.A, then the excess clearing collateral is allocated to the Clearing Member.

- The Clearing Member maintains a segregated cash settlement account and a segregated securities settlement account for the Non-Clearing Member.

- (vii) Pursuant to § 19 of the General Terms and Conditions of CCP.A the Clearing Member has the right to suspend the Clearing Service Agreement for a limited period of time, if the Non-Clearing Member fails to meet – or meets only partially or with a delay – the requirements and obligations defined in the Clearing Service Agreement. The temporary suspension of the Clearing Service Agreement must be reported immediately by the Clearing Member to the Exchange Operating Company and CCP.A. This notification shall be deemed a declaration of the Clearing Member that it is no longer willing to carry out the clearing of the transactions of the Non-Clearing Member. As a consequence the Exchange Operating Company may, or in the case of imminent threat, CCP.A in the name of the Exchange Operating Company may order that the Non-Clearing Member is not permitted to carry out any transactions for the period of suspension and therefore interrupt access to trading. As soon as the Clearing Member declares to the Exchange Operating Company and CCP.A that it is again willing to carry out the clearing of transactions of the Non-Clearing Member the restoration of access shall be done by the Exchange Operating Company pursuant to the General Terms and Conditions of Business, and may the Non-Clearing Member participate in trading again.

- (viii) Pursuant to § 19 para. 9 of the General Terms and Conditions of CCP.A any termination of the Clearing Service Agreement by the Clearing Member shall not be affected by the possibility of a limited suspension of trading. When the obligation of the Clearing Member to clear the transactions of the Non-Clearing Member ends, the Non-Clearing Member shall be under the obligation to immediately furnish a letter of commitment of another Clearing Member or to itself become Clearing Member. Until that time, the right to participate in trading of the Non-Clearing Members shall be suspended. The Exchange Operating Company blocks access of the Non-Clearing Member to the trading system

and deletes all open orders pursuant to the General Terms and Conditions of Business of the Exchange Operating Company

- (ix) In case of a default (Trigger Event) of the Clearing Member within the meaning of Art 48 EMIR, the Non-Clearing Member may request the transfer of its assets and open positions (these are the position accounts of the Non-Clearing Member maintained separately, as well as, depending on the account Setup, if the collateral is deposited on segregated cash collateral accounts and securities collateral accounts the segregated collateral of the Non-Clearing Member or if the collateral is deposited jointly on joint cash collateral accounts and securities collateral accounts the collaterals allocated to the Non-Clearing Member) to another Clearing Member appointed by the Non-Clearing Member. To this end, the Non-Clearing Member must declare to CCP.A in writing, ideally prior to the Trigger Event (otherwise the chances of the required transfer being executed are limited) this intention stating the accepting Clearing Member and furnishing its statement of consent, and CCP.A must have accepted the declaration in writing.
- (x) Pursuant to § 46 of the General Terms and Conditions of CCP.A the Clearing Member assigns to the Non-Clearing Member all rights required for the transfer of the open positions and assets, which are maintained by the Clearing Member, in advance, under the condition precedent of the occurrence of a Trigger Event in the meaning of Art 48 EMIR.
- (xi) The Non-Clearing Member explicitly agrees to the transmission of data obtained under 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 the General Terms and Conditions of CCP.A and the pertinent laws as well as for the purposes of carrying out the clearing.
- (xii) The Non-Clearing Member 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 Banking Act 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 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.

Place, Date

Corporate Signature **Clearing Member**

Place, Date

Corporate Signature **Non-Clearing Member**