

OeKB CSD GmbH

General Terms and Conditions

This English translation of the German authentic text is for information purposes only.

Valid from 01 December 2018

**CENTRAL
SECURITIES
DEPOSITORY**

OeKB 
CSD GmbH

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Definitions

The following terms have the meaning assigned to them. The singular includes the plural:

Authenticity	The issuer named on the document is the actual issuer and the document is a validly created security.
Blocked Securities Account	Securities account which is subject to the GTC and special provisions and of which the securities account holder may only dispose with third party authorisation.
Book Entry	Process whereby securities are taken in custody with OeKB CSD or a custodian by a credit entry on a securities account.
Cash Account	Account held with OeKB CSD on which money is booked.
Cash Account Holder	Legal person or partnership with legal personality that is the owner of a cash account with OeKB CSD.
Claim	Contractual claim to securities.
Collective Clearing Custody (CCC)	Imaginary collective custody of securities of the same category with OeKB CSD or with one of its custodians, which may be disposed of by instructions.
Co-ownership	Joint ownership of all depositors of securities of the same category. The respective share is determined by the amount of the nominal value, or if none exists, by the number of securities.
CSDR	Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014
Custodian	Depository for securities with which OeKB CSD has entered into a safekeeping agreement.
Customer	Contractual partner of OeKB CSD within the scope of application of the GTC.
DCA	Dedicated Cash Account: A cash account held by a Euro Central Bank on the IT platform T2S
DCP	Directly Connected Participant: A participant with access to OeKB CSD via direct interface to the IT platform T2S.
Dematerialised Securities	Securities that are created by book entry in a register in accordance with the law applicable to them.
Deposit of Securities	Process whereby physical securities are taken in custody with OeKB CSD.
Derecognition	Process whereby securities are taken out of custody with OeKB CSD or a custodian by a debit entry on a securities account.
DTG	Digital Transfer of Global Certificates, a technical procedure for sending information and notes represented by Global Certificates pursuant to § 24(b) of the Austrian Securities Deposit Act (Depotgesetz; DepG; Federal Law Gazette no. 532/1993) according to the specific provisions of Annex 6 (3) and Annex 36, based on which the securities certificates are to be generated by OeKB CSD using an automated procedure and signed by OeKB CSD on behalf of and for the account of the issuer.

EEA	European Economic Area
EMIR	Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4 July 2012
ESCB	European System of Central Banks
Euro Central Bank	Central bank of an EU member state which has adopted the Euro as national currency.
Ex Date	Day on which the distribution of income or of another price-sensitive measure of the issuer will be taken into consideration corresponding to the trading rules.
Fiduciary Collective Custody (WR)	Administration of claims to securities.
Finality Act	Federal Law on Settlement Finality in Payment and Securities Settlement Systems (Austrian Federal Law Gazette (Bundesgesetzblatt) I, 123/1999).
Global Certificate (SU)	Security representing fungible securities of the same category for an indefinite period of time pursuant to their conditions.
ICP	Indirectly Connected Participant: A participant with access to OeKB CSD via an indirect interface to the IT platform T2S.
Individual Custody (ST)	Separate custody of securities of a securities account holder with OeKB CSD or one of its custodians from his securities of the same or other categories.
International Securities Identification Number (ISIN)	Code to identify securities, which is assigned by the allocation agent appointed by the International Standardisation Organisation (ISO). Oesterreichische Kontrollbank Aktiengesellschaft is the allocation agent for Austria pursuant to ISO Standard 6166.
Issuer	Legal person or partnership with legal personality which issues securities on the money or capital markets which are held and administered by OeKB CSD in its capacity as Issuer CSD.
IT Booking System	Business applications used by OeKB CSD to provide its securities account administration and settlement functions, including the operation of its existing securities delivery and settlement system.
Matching	Verification whether the parties to a transaction have placed corresponding instructions.
OECD	Organisation for Economic Co-operation and Development
OeKB CSD	OeKB CSD GmbH, a fully owned subsidiary of Oesterreichische Kontrollbank Aktiengesellschaft.
OeNB	Oesterreichische Nationalbank

Paying Agent	Credit institution with a registered office in a member state of the European Economic Area or in Switzerland which has been named by the issuer on the request of OeKB CSD and which has been authorised by the issuer as only agent to (i) perform payments in his name and for his account for a securities category of the issuer in accordance with his instructions and (ii) to give OeKB CSD information required for the custody and administration of that securities category. For payments in Euro, the Paying Agent must have a DCA, for payments in foreign currencies a corresponding cash account held with OeKB CSD.
Payment Order	Order to debit one of the cash accounts managed by the OeKB CSD.
Record Date	Day that is relevant in many legal systems for ascertaining entitlement to credits and debits associated with a corporate action as well as for the distribution of income.
Right	A claim to the physical delivery or book entry delivery of securities to OeKB CSD in its capacity as Issuer CSD, but not directed against OeKB CSD, as long as the securities have not been created, deposited or entered into the books.
Securities	Documents embodying private rights in such a manner that exercise of such rights requires holding of the documents. For the purposes of these GTC the following shall also be considered securities: entries into registers of debts with the effect of securities and dematerialised securities, in each case as provided by applicable law.
Securities Account	Account held with OeKB CSD on which securities are booked.
Securities Account Holder	Legal person with legal personality, which meets the requirements of section 3.1 GTC and is an owner of a securities account with OeKB CSD.
Securities Category or Category (as regards securities)	All securities bearing the same ISIN.
Securities Delivery and Settlement System (SSS)	System within the meaning of Article 2 letter a) first, second and third indent of Directive 98/26/EG, which is operated by OeKB CSD and executes payment and transfer orders.
Securities Inspector	Credit institution with a registered office in an EEA Contractual Party or in a member state of the OECD that has concluded a contract with OeKB CSD on the validation and on the issue of confirmations when securities are taken in custody according to section 2.1.1 of the present GTC (Authenticity).
Temporary Global Certificate (ZSU)	Security representing fungible securities of the same category for a limited period of time pursuant to their conditions.
Trade Date	Day on which OeKB CSD must be ready for business of its customers according to Annex 1 (Service Centers and Business Hours).
Transfer Order	Order to debit one of the securities accounts managed by the OeKB CSD.

T2S	Target 2 Securities: IT platform within the framework of the IT Booking System used by OeKB CSD to provide its securities account administration and settlement functions, including the operation of its existing securities delivery and settlement system.
Validation of Securities (Notary Service)	Verification of the authenticity of a document which is about to be deposited at OeKB CSD as Issuer CSD performed by OeKB CSD or, on its request, by a securities inspector on behalf of the issuer pursuant to section 2.1.1 of the GTC. The benchmarks for the securities validation is the outer appearance of the document and the applicable law.
Withdrawal of Securities	Process whereby securities are taken out of custody with OeKB CSD by physical removal and delivered to the entitled recipient.

1 General Provisions

1.1 Scope of Application of the General Terms and Conditions of OeKB CSD (GTC)

(1) The present GTC regulate the business relationship between OeKB CSD and its customers when fulfilling the functions listed below:

- (a) Notary service and safekeeping, see section 2 of the GTC;
- (b) Securities account administration, see section 3 of the GTC;
- (c) Cash account administration, see section 4 of the GTC;
- (d) Settlement, see section 5 of the GTC;
- (e) Asset servicing, see section 6 of the GTC.

(2) In regard to the fulfilment of its functions securities account administration and settlement OeKB CSD is a securities delivery and settlement system (Securities Settlement System, SSS) according to § 2 fig. 2 Finalitätsgesetz (Austrian Federal Law Gazette Act BGBl. I Nr. 123/1999).

(3) General provisions regarding these business relationships can be found in Chapter 1

(4) The current version as amended of the GTC can be viewed at www.oekb-csd.at.

1.2 Services Centers and Business Hours

The Service Centers of OeKB CSD and the business hours on trade dates during which OeKB CSD is available for securities account holders' business are listed in Annex 1 (Service Centers and Business Hours).

1.3 Objects of Custody and Administration

1.3.1 OeKB CSD as Issuer CSD

(1) As Issuer CSD, OeKB CSD keeps and administers securities itself, in accordance with paragraph 2, and not with a custodian.

(2) Securities in this meaning are all securities which are, according to Austrian law, capable of being held collectively and are thus transferable by booking instructions, and can be traded on money and/or capital markets (excluding payment instruments), in particular

- (a) shares and other comparable securities and share certificates;
- (b) bonds or other forms of securitised debt, including certificates;
- (c) investment fund shares and comparable securitisations;

(d) all other securities which authorise the acquisition or sale of particular securities or which lead to a payment which is determined by tradeable securities, currencies, interest rates or interest income, goods or other indices or measured parameters.

(3) As Issuer CSD OeKB CSD decides, in consideration of the provisions in Section 2, which securities it admits to be kept and administered as Issuer CSD. In the event of its resolution, OeKB CSD reserves the right to withdraw this permission for securities it has admitted to be kept and administered by itself as Issuer CSD and to hand over the securities certificates, in consultations with the competent supervisory authorities, to a central securities depository of its choosing for keeping and administering ("Successor Issuer CSD"), which is authorised and willing to accept and which holds at least one securities account with OeKB CSD. In this case, the securities account holders are required to instruct the transfer of all of their positions in securities held by themselves with OeKB CSD, which OeKB CSD keeps and administers itself as Issuer CSD, to the securities account of the Successor Issuer CSD held with OeKB CSD to credit a securities account held with the Successor Issuer CSD or to credit a securities account held with an institute that holds securities accounts with the Successor Issuer CSD within 60 calendar days after the withdrawal of the permission for securities has been made public. Otherwise, OeKB CSD is entitled and authorised by each securities account holder to have opened securities accounts including cash accounts at the Successor Issuer CSD or at a suitable institution at the usual terms and conditions in the securities account holder's name and for its account and to transfer the positions held in securities by the securities account holder, which OeKB CSD keeps and administers itself as Issuer CSD, to the securities account of the Successor Issuer CSD held with OeKB CSD to credit said securities accounts.

1.3.2 OeKB CSD as Investor CSD

(1) As Investor CSD, OeKB CSD has securities kept and administered with a custodian. Securities can be deposited on the securities account of OeKB CSD held with a custodian in favour of an account which is administered by OeKB CSD.

(2) OeKB CSD shall exclusively commission as custodian companies which are entitled to keep and administer securities and are supervised by a regulating body. The custodians of OeKB CSD are listed in Annex 2 (List of Custodians).

(3) As Investor CSD, OeKB CSD decides which securities it admits to be kept and administered with a custodian. OeKB CSD reserves the right to revoke such admittance of securities for safekeeping and administration. Securities account holders are obliged to commission OeKB CSD to withdraw the securities from its vault within 90 trade days after the revocation has been published. Otherwise, OeKB CSD is entitled and authorised by the securities account holder to open a securities account including a cash account at a suitable institution at the usual terms and conditions in his name and for his account and to transfer the securities thereto.

1.4 Fees

The fees to be paid and the method of payment can be found in Annex 3 (Fees).

1.5 Liability

1.5.1 Liability for Damages caused by OeKB CSD (Staff and Contractors)

(1) In the scope of the business relationship OeKB CSD shall be liable for any deliberate or grossly negligent actions of its staff and contractors with due consideration of any contributory negligence of the customer of OeKB CSD or his customer's negligence. Compensation of direct, indirect and consequential damages is excluded to the legally permissible extent.

- (2) OeKB CSD will provide compensation up to a maximum amount of 5 million euro (“limited compensatory damages”) for all damages arising in one calendar year out of negligent actions or omissions of its staff and contractors and approved for settlement by OeKB CSD or determined by judicial decision. Should limited compensatory damages of a calendar year exceed the maximum amount of 5 million euro they will be compensated on a pro-rata basis such that OeKB CSD will not have to pay more than 5 million euro for limited compensatory damages per calendar year. The amount of reduction cannot be claimed.
- (3) Payments for limited compensatory damages are made provisionally. Should at any time after payment further limited compensatory damages be claimed for the calendar year in question and the total amount of damages exceed the maximum of 5 million euro, OeKB CSD will recalculate the pro-rata damage payments. Customers, who have already received payments for damages, will be required to refund the difference to OeKB CSD. Payment of the newly calculated pro-rata amounts for damages will be made independently of receipt of such repayments.
- (4) OeKB CSD shall not be liable for damages caused by disruptions of its services beyond its sphere of responsibility or caused by the provider it uses for meeting its obligations, as for example the interruption of business services due to force majeure, unrest, war and natural disasters or any other disruptions arising from the actions of domestic or foreign governmental authorities as well as collective or internal industrial labour disputes or as the result of any other events beyond its sphere of responsibility such as traffic congestions, disruptions of data or utility lines.
- (5) OeKB CSD shall not be liable for damages caused by the issuer such as e.g. his omissions.
- (6) Any claim for compensation of damages must be made in writing as soon as damages have been discovered stating the reasons for the claim.

1.5.2 Liability for Damages caused by Custodians of OeKB CSD

- (1) In case of damages caused by its custodians OeKB CSD shall be liable according to the Austrian Securities Custody Act (Depotgesetz) only for any negligence in the selection of the custodian.
- (2) OeKB CSD shall assert its claims arising from the safekeeping contracts between OeKB CSD and its custodians corresponding to the claims made by its affected customers and shall forward proportionally any payments in damages received to the customers affected by the default after deducting costs incurred. The liability regulations stipulated in the custody agreements are specified in Annex 4 (Liability Regulations Custodians and Account Servicing Institutions).
- (3) On request of the affected securities account holders, OeKB CSD will assign its statutory and contractual claims for damages against the custodian.

1.5.3 Consequences of Defaults in Receivables against Financial Institutions where OeKB CSD holds Cash Accounts

- (1) In the event of a default in receivables from account credit balances of OeKB CSD against a financial institution where OeKB CSD holds cash accounts, the affected account credit balances of account holders with OeKB CSD shall be reduced proportionally. OeKB CSD shall be liable for negligent selection.
- (2) OeKB CSD shall assert its claims against the financial institution and shall forward proportionally any payments received to the account holders affected by the default after deducting costs incurred. The liability regulations, stipulated in the account administration agreements with the financial institutions, are specified in Annex 4 (Liability Regulations Custodians and Account Servicing Institutions).
- (3) On request of the affected securities account holders, OeKB CSD will assign its statutory and contractual claims for damages against the financial institution.

1.5.4 No Liability for Damages caused by Persons instructed by Third Parties (e.g. Subscription Agent instructed by the Issuer)

- (1) OeKB CSD shall not be liable for damages caused by persons instructed by third parties.
- (2) OeKB CSD will, if requested, assign any claims it may have for damages against such persons to the affected customers and provide them with all information available at OeKB CSD which is required to assert the claim against the instructed person.

1.6 Information Obligations / Confidentiality

OeKB CSD is subject only to the explicit information obligations specified in the GTC. In particular, OeKB CSD shall not be obliged to inform customers about impending price losses, the creditworthiness of issuers, the stability of value of securities kept in custody and administered or circumstances which abridge or endanger their value. All information that OeKB CSD has been entrusted to or which was made accessible to OeKB CSD by its customers on the basis of the business relationship with them and which is not intended to be made available to third parties according to its purpose or which may be passed on to third parties in accordance with statutory provisions, in particular company and business secrets as well as customer data protected by the Austrian banking secrecy (section 38 of the Austrian Banking Act; hereinafter the "confidential information"), shall be treated by OeKB CSD strictly confidential. However, the confidentiality obligation does not refer to information that has been communicated to OeKB CSD by third parties without restrictions. OeKB CSD's obligation to maintain confidentiality is not limited in time and valid also after the end of the business relationship.

1.7 Settlement of Instructions

- (1) OeKB CSD executes an order which in view of its content usually requires the service of a third party by instructing a third party in its own name. In case OeKB CSD chooses the third party, it is only liable for the careful selection. In each case of liability, the provisions of section 1.5 shall apply to OeKB CSD.
- (2) On request of the customer, OeKB CSD shall be obliged to assign him any claims against the third party.

1.8 Cooperation Duties and Customer Liability

In his relation to OeKB CSD the customer in particular has the cooperation duties given below. Their infringement may lead to liability of the customer for damages or to a reduction of his claims for damages.

1.8.1 Identity and Power of Representation

- (1) On commencement of a business relation with OeKB CSD, the customer needs to prove his identity and that of the persons who are authorised to act as his representatives, including the authorisation to dispose and sign according to Annex 5 (Provision Customer Master Data, Modification Customer Master Data), by appropriate documents and means of personal identification.
- (2) The customer has to inform OeKB CSD immediately in writing according to Annex 5 (Provision Customer Master Data, Modification Customer Master Data) of any changes of the particulars pursuant to paragraph 1 which he has to prove by appropriate documents and means of personal identification.

(3) In case the customer fails to inform OeKB CSD of a change of address, written statements of OeKB CSD shall be deemed received, if they were sent to the last address indicated by the customer to OeKB CSD.

(4) An authority of representation made known to OeKB CSD shall be deemed valid in its previous scope until written notice of cancellation or of a change is made, unless OeKB CSD was aware of the cancellation or change or it was unknown to it due to its gross negligence. The customer's obligation to give notice is also valid in case the cancellation or the change of an authority of representation is registered in a public register and a pertinent publication has been made.

(5) Any loss and any restriction of contractual capacity of the customer must be immediately reported in writing to OeKB CSD. In case the customer is a partnership or a legal person, his dissolution must be immediately made known to OeKB CSD.

1.8.2 Raising of Objections

The customer shall verify without delay notifications and statements of OeKB CSD, such as confirmations of his instructions, notices about their execution, statements of cash accounts, closings of accounts and other billing statements of all kind, as well as messages and payments by OeKB CSD, as to their completeness and correctness and shall raise objections, if any, without delay, if they are allowed under the applicable statutory provisions and the GTC.

1.8.3 Notification on Absence of Notices

The customer shall notify OeKB CSD without delay in case he does not receive within the usual period of time a notice of OeKB CSD which he must have expected or which was expected by him.

1.8.4 Translations

On request, any foreign-language documents shall be presented also in certified German translation by an officially recognised translator accepted by OeKB CSD.

1.9 User Committee

1.9.1 Duties

According to the provisions of the section 1.9, securities account holders and issuers are entitled to participate in the User Committee of OeKB CSD. In accordance with its Rules of Procedure, the User Committee may advise the OeKB CSD's management in matters relevant to issuers and securities account holders regarding OeKB CSD's settlement process, securities settlement system, including the criteria for the acceptance of securities for custody and administration by OeKB CSD and the requirements for securities account holders and the participant default rules and relevant procedures.

1.9.2 Composition and Nomination of Members

The User Committee consists of seven persons, four of them are nominated by the securities account holders and three persons by the issuers of the securities which OeKB CSD itself holds and administrates as Issuer CSD, according to the following procedure:

(a) Representatives of Securities Account Holders

In January of every second year (nomination year), OeKB CSD creates two ranking lists for securities account holders for the previous calendar year, namely one list made according to the assets under custody of total securities held of each securities account holder, measured by market value or, if this value does not exist, measured by the nominal value of the securities as per 31 December (Ranking list securities holdings) and one ranking list made according to the number of instructions for bookings of securities of each securities account holder (Ranking list instructions for bookings of securities). The ranking in the lists is made in descending order of values so that the securities account holder with the highest assets under custody or the highest number of executed instructions for bookings of securities is in the first place and the securities account holder with the lowest assets under custody or the lowest number of executed instructions for bookings of securities is in the last place of the respective ranking list. Based on these ranking lists, the four securities account holders are entitled to send one representative each to the User Committee, whose rankings in total in both lists have the four lowest values.

(b) Representatives of Issuers

OeKB CSD creates three ranking lists for issuers in January every two years (nomination year) with effect of 31 December of the preceding calendar year. One list is created according to the value of debt securities which are held and administrated by OeKB CSD as Issuer CSD, measured according to the nominal value of securities (Ranking list debt securities). The second list is created according to the value of shares which are held and administrated by OeKB CSD as Issuer CSD and listed on a regulated market measured by market capitalization of the securities (Ranking list shares). The third list is created according to the number of securities categories issued by each issuer and held and administrated by OeKB CSD as Issuer CSD (Ranking list number of issues). The ranking in the ranking lists is carried out in descending order of values, so that the issuer with the highest issue volume (in each case for debt securities and shares) or the highest number of issues is in the first place and the issuer with the lowest issue volume (in each case for debt securities and shares) or the lowest number of issues is at the end of each ranking list. Based on these rankings those three issuers, whose placement in the three ranking lists yields the lowest value, are entitled to send one representative each to the User Committee. If an issuer is already entitled as a securities account holder according to section 1.9.2 litera (a) or as an issuer according to section 1.9.2 litera (b) to send a representative to the User Committee, this issuer has no further right of nomination and the issuer who is next in the ranking list is entitled to send a representative to the User Committee.

(c) Nomination and Duration of the Mandate

The securities account holders and issuers, who are entitled to designate a member of the User Committee according to litera (a) and (b), have the right to nominate such member in writing to OeKB CSD by 31 March of the nomination year for a two-year period. The name, the address and the CV of the nominee must be included in the nomination. In the case of a waiver of the right to nominate or its non-exercise, this right is passed over to a securities account holder or issuer without a nomination right, whose ranking in the ranking lists according to litera (a) in total or in the relevant ranking list according to litera (b) has the next lowest value after the securities account holder or issuer who waived or did not exercise his right to nominate. The nominated persons shall be personally reliable and shall have sufficient experience in the Austrian capital market as well as sufficient knowledge on securities settlement systems. OeKB CSD has the right to reject a nominee and to ask the respective securities account holder or issuer with the right of nomination to nominate another person if the nominee does not meet these requirements. Membership of the User Committee (mandate) begins on 1 April of the nomination year and ends on 31 March of the second year following the nomination year. OeKB CSD accepts nominations from the entitled securities account holders and issuers and publishes the current list of members of the User Committee, including the nominating securities account holder or issuer, as Annex 30 (List of the User Committee Members) to these GTC on their website.

(d) Replacement Nomination

In the event that a member of the User Committee withdraws from his membership before the expiry of his mandate, the original nominee has the right to nominate another person as a member of the User Committee for the remaining duration of the mandate. In case a securities account holder who nominated a member of the User Committee has no longer a securities account at OeKB CSD or no more securities from an issuer who nominated a member of the User Committee are held and administered by OeKB CSD, the mandate of the respective member of the User Committee terminates. The right to send a representative to the User Committee for the remaining duration of the mandate will be transferred to the securities account holder or issuer, whose ranking in the ranking lists according to litera (a) in total or in the relevant ranking list according to litera (b) has the next lowest value after the originally entitled securities account holder or issuer.

1.9.3 Meetings

The members of the User Committee shall participate in the meetings of the User Committee in person. If a member of the User Committee is unable to attend a meeting of the User Committee in person, he may assign another member of the User Committee in writing with his representation at that meeting, including the right to vote, by a written power of attorney to execute this right at a particular meeting. One member of the User Committee may also represent several members of the User Committee at the same meeting. For the purpose of determining a quorum of a meeting a represented member cannot be counted in. The right to chair a meeting cannot be transferred. Persons who are not members of the User Committee are not permitted to represent members in the meetings.

1.9.4 Conflicts of Interest

The members of the Users Committee shall execute their work free of own interests, competently and in compliance with all relevant legislation. They are not allowed to pursue personal interests or to take advantage of business opportunities that OeKB CSD is entitled to. They are obliged to perform their activities in the interests of the participants in the securities settlement system operated by OeKB CSD and may not be legally connected to OeKB CSD or third parties which could affect their independency when exercising their activities as members of the User Committee. The members of the User Committee are required to disclose immediately all their conflicts of interest to OeKB CSD as well as to securities account holders and issuers who are entitled to nominate members of the Users Committee. Significant and not only temporary conflicts of interest related to the person of a member of the User Committee should lead to the termination of his mandate.

1.9.5 Confidentiality

Without prejudice to the right to give information to the competent supervisory authorities, the members of the User Committee are subject to a comprehensive obligation of confidentiality. All information which has been made accessible or entrusted to them due to their membership to the User Committee must be kept strictly confidential. The obligation to maintain confidentiality according to this section is not limited in time and continues also after the end of their membership to the User Committee.

1.9.6 Rules of Procedure

The Management of OeKB CSD shall adopt rules of procedure for the User Committee in accordance with the provisions of section 1.9. OeKB CSD will publish them as Annex 31 (Rules of Procedure of the User Committee) to these GTC on its website.

1.10 Applicable Law, Jurisdiction, Partial Invalidity, Place of Performance

(1) Austrian law shall apply to the business relationship between the customer and OeKB CSD under express exclusion of international private law reference norms as well as provisions of the UN Convention on the International Sale of Goods. In case of securities kept in custody abroad, it should be noted that foreign law may apply, especially with regards to the purchase and sale of securities as well as their collateralisation.

(2) The courts of jurisdiction in Vienna shall have exclusive jurisdiction on disputes arising between the customer and OeKB CSD. OeKB CSD is entitled to enforce its rights also before any other court of jurisdiction.

(3) If any provision of these GTC should be or become ineffective or unenforceable, the validity of the remaining provisions shall not be affected thereby. Instead of the ineffective or unenforceable provision, a provision shall apply that is as close as possible to the intention of the ineffective or unenforceable provision. As soon as a provision is known to be ineffective or unenforceable, OeKB CSD will set up a new wording.

(4) The place of performance shall be OeKB CSD's registered office.

1.11 Modifications

(1) Modifications of the GTC and the effective date of these modifications shall be communicated by OeKB CSD to the customer in writing (per mail, email or fax) whereby the effective date shall not be earlier than fourteen days after the customer has been notified. The current version of the GTC as amended (inclusive of the complementary regulations as specified in the Annexes) can be viewed on the Internet at www.oekb-csd.at.

(2) A modification of the GTC is legally valid from the effective date (see paragraph 1), if by then no objection by the customer has been received by OeKB CSD. In case the current address, email address or fax number of the customer are unknown to OeKB CSD, and no other agreements regarding delivery service have been made, the publication of the modified version of the GTC on OeKB CSD's website (www.oekb-csd.at) is authoritative; in that case, the first sentence of this paragraph applies accordingly.

1.12 Termination of the Business Relationship

1.12.1 Termination of the Agreement

1.12.1.1 Ordinary Termination

OeKB CSD and the customer are entitled to terminate in writing all or some services with three months' notice to the last day of the month, provided no deviating regulation is foreseen below.

1.12.1.2 Termination for important Reasons

- (1) OeKB CSD and the customer are entitled to terminate the entire business relationship or some parts thereof for an important reason at any time with immediate effect.
- (2) Important reason for OeKB CSD is in particular the violation of essential provisions of the GTC by the customer.
- (3) The important reasons to terminate securities account administration pursuant to section 3.4 are described in Annex 35 (Important Reasons to Terminate Securities Account Administration).

1.12.2 Legal Consequences

- (1) Upon termination of the entire business relationship or of some parts thereof, amounts owed therefrom will immediately become payable. In addition, the customer shall be obliged to exonerate OeKB CSD from all liabilities assumed for him.
- (2) In addition, OeKB CSD is entitled to terminate all liabilities assumed for the customer and to settle the same with effect for the customer as well as to immediately debit credits booked subject to collection. Claims of the customer from securities, bills of exchange or cheques, which he holds for himself, may be asserted by OeKB CSD to cover a debit balance, if applicable.
- (3) The GTC shall continue to apply after the termination of the business relationship until complete settlement.

2 Notary Service and Safekeeping

2.1 Deposits of Securities Certificates and Securities Conditions

Securities certificates and securities conditions must be deposited at OeKB CSD in physical manner according to the specific provisions of Annex 6 (1). The holder of the securities account on which the securities will be credited must make every physical deposit of securities at the Securities Counter of OeKB CSD or physical deposit by post known in the IT Booking System of OeKB CSD as specified in Annex 8 (Guideline Settlement and Securities Account Administration).

Issuers which have concluded an agreement with OeKB CSD on the use of the Digital Transfer of Global Certificates (“DTG”) procedure may also use electronic means to send information and notes represented by Global Certificates pursuant to § 24(b) of the Austrian Securities Deposit Act (Depotgesetz; DepG; Federal Law Gazette no. 532/1993) according to the specific provisions of Annex 6 (3) and Annex 36 (Guideline Procedure Digital Transfer of Global Certificates), based on which the securities certificates are to be generated by OeKB CSD using an automated procedure.

2.2 Validation of Securities at the Acceptance of a Security in Custody and Administration by OeKB CSD as Issuer CSD

Conditions for the acceptance of a security in custody and administration by OeKB CSD as Issuer CSD within the meaning of section 1.3.1 and for their recording in the IT Booking System of OeKB CSD are the authenticity of the securities document ascertained at the validation of securities (Notary Service) and its correct reflection in the master data in the IT Booking System of OeKB CSD.

The validation of securities by OeKB CSD as Issuer CSD includes, at the acceptance of a document in custody and administration, the validation of its authenticity and the correct reflection in the master data in the IT Booking System of OeKB CSD as follows:

2.2.1 Authenticity

(1) The acceptance of securities for keeping and administration by OeKB CSD as Issuer CSD and their recording in the IT Booking System of OeKB CSD presupposes that the deposited document according to its outer appearance and to the applicable law

- (a) corresponds with the will of the issuer,
- (b) has been properly created and can be that kind of security that is named on the document and
- (c) has been duly signed on behalf of the issuer.

(2) The terms and conditions of the securities are an integral part of the securities documents and subject to the verification of authenticity. They need to be connected with the security document in appropriate manner. The deposit of securities conditions can be conducted in physical or electronic manner as specified in the procedure described in Annex 6 (Deposit of Securities Certificates and Securities Conditions).

(3) If the securities are represented as individual securities certificates, the acceptance must be carried out as described in Annex 6 (Deposit of Securities Certificates and Securities Conditions).

(4) OeKB CSD may request that a securities inspector validates the compliance with the conditions in paragraph 1 (a), (b) and (c) and confirms it on the securities documents by legally binding signature (section 886 General Civil Law Code) with reference to the date and place of signature (confirmation of authenticity). The selection of the securities inspector falls to the Issuer. OeKB CSD will not bear costs which arise at the securities inspector for conducting the validation and the issuing of the confirmation according to this paragraph.

(5) On request of OeKB CSD, the issuer has to indicate in writing a paying agent on the securities documents. The appointment as paying agent has to be confirmed by the paying agent by legally binding signature (section 886 of the General Civil Law Code) on the securities documents (confirmation of the paying agent). The issuer may change the indicated paying agent at any time. The change of the paying agent becomes effective when OeKB CSD noted it on the securities documents and upon the paying agent's confirmation. The original paying agent remains the indicated agent until the change becomes effective.

(6) In case of issues where the subscription income or the counter value is not entirely processed on cash accounts held with OeKB CSD or with OeNB, OeKB CSD may require that the issuer proves by presentation of appropriate documents that the subscription income or the counter value for the issue have been entirely provided (proof of the subscription income or of the counter value).

(7) In case the nominal amount or the number of securities is increased or decreased, OeKB CSD may require that the issuer proves by presentation of appropriate documents (also legal opinions are possible) that the increase or decrease of the nominal value or of the number of securities has been duly made (proof of the due execution of the increase or decrease).

(8) OeKB CSD may deny to take documents in custody and administration which should be kept and administered by OeKB CSD itself as Issuer CSD and to register the increase or decrease of the nominal value or the number of securities kept in its custody in its IT Booking System. In that case it informs the issuer and the person presenting the securities (securities account holder) in writing of the reasons for the denial immediate or within three months at the latest. Such a denial may in particular occur in case confirmations pursuant to paragraphs 4 and 5 or the proofs pursuant to paragraphs 6 and 7 have been required by OeKB CSD and were not provided by the securities inspector (paragraph 4), by the paying agent (paragraph 5) or by the issuer (paragraphs 6 and 7) or the denial occurred because of an encompassing risk evaluation pursuant to the procedure as described in Annex 33 (Risk Assessment in the Course of the Acceptance of a Security in Custody and Administration by OeKB CSD as Issuer CSD) which hinders custody and administration by OeKB CSD as Issuer CSD or the increase or decrease of the nominal value or the number of securities kept in custody in its IT Booking System. The issuer who has submit the application has the right, in accordance with Article 49 para. 4 CSDR, to submit a complaint to the Austrian Financial Market Authority (FMA) who is the responsible public body for OeKB CSD.

2.2.2 *Master Data*

Recording of securities in the IT Booking System of OeKB CSD requires that the master data in the IT Booking System specified in Annex 7 (Details of Information for the Validation of Securities) for these securities correspond to the document delivered. Should that not be the case, the master data have to be changed accordingly.

2.3 Issue of Securities held with OeKB CSD as Issuer CSD

(1) Documents for the issue of securities which will be held and administered by OeKB CSD itself as Issuer CSD after acceptance shall be

- (a) either credited to an account for the preparation of issues,
- (b) or credited to the securities accounts held with OeKB CSD of securities account holders that were taking over the securities, provided that payment of the agreed consideration is made concurrently.

(2) In case the conditions of SU and ZSU kept with OeKB CSD provide it, the increase of the issue volume of securities represented by these documents may be effected by instruction of the issuer or by instruction of the securities inspector selected by the Issuer to OeKB CSD to increase the nominal amount or the number of securities. Paragraph 1 in this case applies accordingly.

(3) In case the conditions of SU and ZSU kept with OeKB CSD provide it, the decrease of the issue volume of securities represented by these documents may be effected by instruction to OeKB CSD to decrease the nominal amount or the number of securities.

(4) The amount of the instruction to increase or decrease the issue volume according to paragraphs 2 and 3 will be examined by OeKB CSD to the effect that the conditions of the securities allow it and then booked on the securities account or the account for the preparation of issues at OeKB CSD. While the document is kept in the vault of OeKB CSD, no entries will be made on the document for the increase or decrease of the nominal amount or the number of securities. The entries on the change of the status will be made on the document (continuation sheet) only in the course of delivery.

2.4 Acceptance of a Security already issued in Custody and Administration by OeKB CSD as Issuer CSD

(1) Already issued securities which are kept and administered by OeKB CSD itself as Issuer CSD are credited after the deposit of securities by the securities account holder to the securities account given at the time of deposit and after successful validation of securities.

2.5 Daily Verification of the Integrity of Securities which OeKB CSD keeps and administers itself as Issuer CSD

Every day at the end of day OeKB CSD reconciles the volume for every security which it keeps and administers itself as Issuer CSD with the total volume of the security registered on all securities accounts of securities account holders of the SSS operated by OeKB CSD (Reconciliation against the total volume of securities held in custody as Issuer CSD).

2.6 Information required for the Safekeeping and Administration of the Securities Category

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD, the issuer and, if applicable, the paying agent noted on the securities documents in accordance with section 2.1.1 (5) are obliged to give OeKB CSD all information required for the safekeeping and administration of the category of securities.

(2) Annex 9 (Information required for the Safekeeping and Administration of the Securities Categories) lists the data required for safekeeping and administration.

(3) The information must be provided using the channels as specified in Annex 10 (Channels to provide Information).

2.7 Income Collection for Securities Due

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD (except Austrian registered shares) OeKB CSD requests, pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due), that the issuer or his paying agent shall make money available for payments due on the cash account specified by OeKB CSD no later than until 10:30 a.m. on the due date.

- (2) The calculation of the amount for the securities due is carried out by OeKB CSD, no liability assumed for correctness, based on information provided to OeKB CSD and taking into consideration any instructions issued by the holders of a securities account to not redeem securities as well as taking into consideration any instructions issued by the holders of a securities account to redeem securities without deduction of the Austrian withholding tax. Any such information must be verified for correctness by the issuer or his paying agent. OeKB CSD accepts no liability for the correctness of such information, in particular as to the fiscal handling of the payments due and the consideration of any applicable domestic or foreign withholding tax. For “Equity Linked Instruments” or “Dividend Equivalent Payments”, that are subject to section 871(m) US Internal Revenue Code 1986 and to U.S. withholding tax, Annex 32 (see also section 6.2.3 (3)) is applicable.
- (3) The issuer or his paying agent have to provide the amount of money due on the cash account specified by OeKB CSD pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due) by transfer via cashless payment transaction.
- (4) The issuer or his paying agent notifies OeKB CSD pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due) no later than 10 a.m. on the maturity date about such securities categories for which a disbursement shall not occur or be postponed. In regard to securities categories for which disbursement has been postponed, the issuer or his paying agent may notify OeKB CSD at any time that the disbursement can be effected.
- (5) Cash amounts which have been provided pursuant to paragraph 3 and in respect of which no notification pursuant to paragraph 4 has been sent, will be debited on the cash account of the issuer or his paying agent, which is maintained for settlement purposes on the maturity date at 10:30 a.m. or later. The forwarding to cash accounts of the holders of securities accounts is made on the same day, if the instruction has been issued by 02:30 p.m.
- (6) If income for securities due cannot be collected on the maturity date in part or in full, OeKB CSD will attempt to collect the income after the maturity date, as long as this appears promising of success.
- (7) If the income for multiple securities due of the securities categories of one issuer are available for collection at a later time than the maturity date, income collections
- (a) for multiple securities due of a securities category shall be used for payments of the oldest securities due of that securities category and
 - (b) for securities due of multiple securities categories shall be used for payments of securities due of the securities categories which the issuer or his paying agent specifies toward OeKB CSD, where the allocation between multiple securities due of a securities category shall occur pursuant to (a).
- (8) Notations of collection will not be made on a SU or a ZSU for any coupon payment effected while in custody in the vault of OeKB CSD. These notations will be made prior to withdrawal.
- (9) A redemption of due values based on coupons with a negative interest rate does not take place.

2.8 Withdrawal of Securities

- (1) Withdrawal of physical securities is effected at the Securities Counter of OeKB CSD concurrently against signature and handover of the Certificate of Withdrawal by the securities account holder.
- (2) Withdrawal can only be requested upon presentation of a Certificate of Withdrawal duly signed by OeKB CSD. This certificate reflects the electronic instruction previously issued by the securities account holder to OeKB CSD which determines the securities to be withdrawn as well as the securities account from which withdrawal shall be made. Only one securities category can be disposed of on one Certificate of Withdrawal. The honouring of the Certificate of Withdrawal by OeKB CSD has discharging effect and must be confirmed on the Certificate of Withdrawal by the recipient of the documents to be withdrawn. Physical securities are withdrawn with a simple list of serial numbers.

(3) The booking date on the securities account is the day on which the withdrawal from the collective securities position took place.

(4) The risk of dispatching securities is borne by the securities account holder. In the absence of other instructions OeKB CSD determines the method of dispatch and insures the sending at the cost of the securities account holder.

(5) Notice of defects

(a) Defects of securities withdrawn must be reported immediately in writing by mail. In case obvious defects are not reported within ten bank working days, and hidden defects not within six months after withdrawal, claims resulting from the defect cannot be raised anymore.

(b) To comply with the deadlines of (a), it suffices that the notice be posted by registered mail before the deadline has expired.

(6) Securities categories exempt from withdrawal

The securities categories listed in Annex 12 (Securities Categories exempt from Withdrawal) shall be deemed unavailable for withdrawal from the OeKB CSD vault.

2.9 General Services in the Administration of Securities

2.9.1 *Securities stripped of Certificate Rights*

Securities certificates stripped of the rights associated with the certificates are marked as such and are taken out of the IT Booking System of OeKB CSD. These documents will be given to the issuer or to his paying agent on request that needs to be made to OeKB CSD no later than at the end of a calendar month after the booking was made. Documents which were not withdrawn will be destroyed and a certificate of destruction will be set up and handed to the issuer or to his paying agent on request.

2.9.2 *Redemption through Delivery of other Securities*

In regard to securities which are redeemed by the delivery of other securities the provisions of section 6.2 on income and collection shall apply in their meaning. Exempt are securities the redemption of which shall be made by the delivery of securities that cannot be accepted for safekeeping by OeKB CSD.

2.9.3 *Coupon Sheets*

OeKB CSD procures coupon sheets in case this is required by the terms and conditions of the security.

2.10 MERCUR Information

(1) MERCUR is a gazette of called securities and similar documents according to the Act on Invalidation ("Kraftloserklärungsgesetz"), BGBl 86/1951 (KEG), which is commissioned by the Austrian Federal Minister of Justice and set up by OeKB CSD. The publications to be made therein contain the following information:

- (a) Securities and documents the loss of which needs to be published and the array of which must be announced according to the KEG;
 - (b) Securities and documents which have been recorded with opposition (notice of loss, blocking notices);
 - (c) The calendar of maturities of securities issues of Austrian Issuers, which are listed on the Vienna Stock Exchange or are declared by OeKB CSD to be suitable for Collective Clearing Custody.
- (2) MERCUR can be subscribed annually (12 monthly editions). The subscription can be terminated not later than eight weeks prior to the end of the year.

2.11 "Securities Information"

- (1) "Securities information" is an information medium and provided online for customers. It facilitates the exchange of information between issuers and securities account holders of OeKB CSD and contains information on securities.
- (2) Information provided by issuers is published unchanged and is available for authorised (registered) persons on the website of OeKB CSD. OeKB CSD does not accept liability for the content of these publications.

2.12 Sample Documents

On its website OeKB CSD provides cost-free samples of securities documents in order to facilitate issuers the drawing up of such documents. OeKB CSD does not accept liability for the content of these samples.

3 Securities Account Administration

3.1 Securities Account Holder

(1) Securities account holders may comprise the following legal entities after positive risk assessment, provided that they have legal personality, a LEI (Legal Entity Identifier) and a BIC (Business Identifier Code) and, in case of legal entities mentioned in litera (e) to (g), have sufficient experience in the Austrian capital market and are entitled to participate in the OeKB CSD's securities settlement system:

- (a) Credit institutions and investment firms based in an EEA Contracting Party or a member state of the OECD if they are authorized to hold and administrate securities for others (custody business);
- (b) CSDs authorized under CSDR and recognized third-country CSDs
- (c) Central counterparties authorized under EMIR and recognized central counterparties based in a third country;
- (d) Members of ESCB
- (e) Public bodies charged with or intervening in the management of public debt in an EU Member State;
- (f) EEA Contracting Parties and legal entities governed by public law and established under the laws of an EEA Contracting Party or its Member States;
- (g) Legal entities in which only EEA Contracting Parties or their Member States or central banks of EEA Contracting Parties hold shares;
- (h) trading venues as defined in point (24) of Article 4(1) of Directive 2014/65/EU.

Pursuant to section 1.1 (2) OeKB CSD is a Securities Settlement System (SSS) according to Section 2 (2) of the Austrian Finality Act (Finalitätsgesetz). The securities account holders are participants of the SSS. A list of participants of the SSS/securities account holders is included in Annex 16 (List of Participants of SSS/Account Holders).

(2) Every securities account holder needs to maintain at least one euro cash account. When necessary, OeKB CSD will open additional cash accounts in euro or other currencies for the securities account holder.

(3) In the case of first-time applications for opening a securities account OeKB CSD assesses the risks pursuant to the procedure as described in Annex 34 (Risk Assessment Securities Account Holder) and can deny the opening of a securities account within one month. In that case it informs the applicant in writing of the reasons for the denial and the applicant has the right in accordance with Article 33 para. 3 CSDR and Article 90 of the Commission Delegated Regulation (EU) 2017/392 to submit a complaint to the Austrian Financial Market Authority (FMA) who is the responsible public body for OeKB CSD.

3.2 Securities Accounts

There are two types of securities accounts:

- (1) Securities accounts without restraints on disposal to be administered by OeKB CSD (free securities accounts)
- (2) Securities accounts with restraints on disposal governed by individual contracts to be administered by OeKB CSD (blocked securities accounts).

If the prerequisites of section 3.1 are fulfilled, each legal entity can maintain any number of free securities accounts and blocked securities accounts at OeKB CSD. Securities accounts may also be used by the account holder to segregate the securities of his clients at their request and in their desired manner (individual client segregation) or to segregate his securities (own securities account) from those of his clients (third party securities account). The securities account's name may be chosen freely by the account holder and is not considered a written notification in the sense of clause 3.9 (1) (notification that the account holder owns the securities on the account).

3.3 Opening and Closing of Securities Accounts

(1) Applications to open securities accounts and the notification about changed master data of securities accounts shall be directed to OeKB CSD using the form provided in Annex 13 (Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data). Applications for the closing of securities accounts shall be made by using the form provided in Annex 29 (Application for Closing a Securities Account, Application for Closing a Cash Account). Information supplied in the form provided in Annex 13 (Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data) will be recorded by OeKB CSD as securities account master data.

(2) The securities account holder shall be obliged to make known to OeKB CSD a DCA held with a Euro Central Bank on the IT platform T2S to which the securities account will be linked.

(3) Changes of securities account master data have to be made known to OeKB CSD if they cannot be effected by the securities account holder himself in the system made available by OeKB CSD.

(4) OeKB CSD shall open free securities accounts and blocked securities accounts in the number requested by the securities account holder.

(5) OeKB CSD reserves the right to request further information and documents from the applicant and to collect further information from organisations which it deems suitable.

3.4 Termination of the Securities Account Administration

(1) Upon termination of the securities account administration by the securities account holder or by OeKB CSD, all securities accounts of the securities account holder will be closed. Section 1.12 shall apply.

(2) Any case of termination of the securities account administration does not affect the validity of the GTC for the settlement of pending securities account and/or cash account transactions. OeKB CSD reserves the right to accept only such instructions from the securities account holder during the period of notice which facilitate the closing of a securities account and/or cash account.

(3) Upon termination of the securities account administration, OeKB CSD is free to determine the date when communication via electronic data lines between the securities account holder and OeKB CSD will be terminated.

3.5 Type of Safekeeping and Booking on Securities Accounts

- (1) Securities of the same category for which OeKB CSD or a custodian provide securities custody and which are not kept separated by securities account holder form a collective securities position and are booked on the securities accounts marked as GS, Collective Clearing Custody (Section 4 (1) DpG, Austrian Securities Custody Act). Securities registered under the name of the holder must be endorsed in blank to be acceptable for booking in Collective Clearing Custody.
- (2) OeKB CSD determines which securities are accepted for Collective Clearing Custody. Securities which OeKB CSD deems not or no longer acceptable for Collective Clearing Custody, will be booked on the securities accounts either as ST, Individual Custody, or WR, Fiduciary Collective Custody, at OeKB CSD's discretion.
- (3) Securities of a securities account holder of the same category which by OeKB CSD itself or with a custodian are kept separated from securities of the same and other categories are booked on the securities accounts marked as ST, Individual Custody (Section 2 (1) DpG, Austrian Securities Custody Act).
- (4) Securities of the same category which are kept by OeKB CSD at a custodian that it selected as listed in Annex 2 (List of Custodians), are booked on the securities accounts as either GS, ST, or WR (see next paragraph).
- (5) Claims to securities are booked on the securities accounts as Fiduciary Collective Custody (WR).
- (6) Entitlements in securities are booked on the securities accounts as Entitlements (AR).
- (7) Booking as GS in the case of securities represented by documents means co-ownership of the collective securities position of OeKB CSD or of the portfolio of securities of the same category which are kept by OeKB CSD at a custodian.
- (8) Booking as ST means ownership of the securities account holder of specific securities of a certain category.
- (9) Booking in WR is made if a booking in GS is not possible.
- (10) Booking in AT means claims not directed against OeKB CSD to deposit or book entry, or if applicable, to creation and deposit or book entry, as long as the securities have not been created, deposited or entered into the books.

3.6 Co-Ownership in Securities booked as Collective Clearing Custody (GS)

- (1) The moment when of co-ownership of securities booked as GS arises is
 - (a) in regard to securities deposited at OeKB CSD the receipt by OeKB CSD (Section 5 (1) DpG, Austrian Securities Custody Act); and
 - (b) in regard to the holdings of OeKB CSD with a custodian, the time of crediting by OeKB CSD at the latest.
- (2) The moment when of co-ownership of securities booked as GS ceases is
 - (a) in regard to securities held with OeKB CSD the withdrawal from the collective securities position by OeKB CSD or a translation into the type of custody ST; and
 - (b) in regard to the holdings of OeKB CSD with a custodian the translation into the type of custody WR or ST or the time of debiting by OeKB CSD at the latest.

3.7 Information and Confirmations about Securities Account Credit Balances, Depository Receipts and Securities Postings

- (1) Information details and confirmations with regards to securities account credit balances and securities postings are made available to securities account holders pursuant to Annex 8 (Guideline Settlement and Securities Account Administration).
- (2) The securities account holders have to reconcile their records of securities registered on their securities account at OeKB CSD with the information received from OeKB CSD on a daily basis.
- (3) For the issuing of confirmations of holdings to certify shareholding and of depository receipts the procedures pursuant to Annex 14 (Confirmations of Holdings and Depository Receipts) and Annex 23 (Issuing of Instructions via Fax Form or MT565) must be observed.

3.8 Daily check of the securities holdings held and administrated by the OeKB CSD as an investor CSD at a Custodian

Daily at the end of the day, OeKB CSD reconciles the volume of each security, which it holds as an Investor CSD with a custodian, based on the information provided by the custodian against the total volume of this security on the securities accounts of the customers, which are recorded in the SSS operated by OeKB CSD (Reconciliation against the total volume of securities held with a custodian).

3.9 Third Party Presumption, Right of Retention

- (1) Unless otherwise notified in writing (notification pursuant to the Securities Deposit Act that the account holder owns the securities on the account) by the securities account holder, OeKB CSD will deem the securities booked on his securities accounts to be owned by a third party and the securities account holder does not have any rights to said securities.
- (2) OeKB CSD will not exercise its statutory right of retention, lien or compensation against securities and cash account holders.

3.10 Preservation of the Securities held in the Collective Securities Position

OeKB CSD will, insofar as necessary to preserve the collective securities position, exercise the rights of the co-owners against third parties.

3.11 Allocation of Losses

- (1) Losses to the collective securities position of OeKB CSD and losses to securities holdings of OeKB CSD with one of its employed custodians, which OeKB CSD is not liable for, need to be collectively borne by the co-owners in proportion to their shares in the collective securities position. The proportion shall be determined on the basis of the shares held at the time at which OeKB CSD became aware of and verified the losses. OeKB CSD determines with binding effect the share of losses for all securities account holders. The determination will require a written confirmation by OeKB CSD's bank auditor.

(2) OeKB CSD will allocate the shares of losses such that it either reduces proportionally the holdings affected by the losses or it purchases securities in the amount of the losses occurred, charges the purchase price proportionally to the securities account holders participating in the losses and credits the actual pieces to the securities accounts involved.

3.12 Differences and Errors Discovered in the Reconciliation Process

OeKB CSD analyzes all the differences and errors discovered in the daily reconciliation process according to section 2.4 (Reconciliation against the total volume of securities held in custody as Issuer CSD) and section 3.8 (Reconciliation against the total volume of securities held with a custodian) and strives to resolve them before the start of the settlement on the following banking day. In case more or less securities are registered in the IT system of OeKB CSD due to differences and errors discovered in the daily reconciliation process than the amount of securities held in custody by OeKB CSD as Issuer CSD (reconciliation according to section 2.4) or registered in the IT booking systems of its custodians (reconciliation according to section 3.8) and if such difference cannot be corrected until the end of the following banking day at the latest, OeKB CSD will suspend the settlement of the relevant security until the difference is corrected.

4 Cash Account Administration

4.1 Cash Account Holder

(1) Cash account holders may comprise: securities account holders and issuers. OeKB CSD may also admit other legal persons or partnerships with legal personality as cash account holders.

(2) OeKB CSD may deny first applicants the opening of a cash account having made a comprehensive risk assessment. In that case it informs the applicant in writing of the reasons for the denial.

4.2 Use of Cash Accounts

(1) OeKB CSD keeps cash accounts for cash account holders the use of which is limited to the business of a central securities depository, see Annex 15 (Guideline for Cash Account Administration).

(2) Cash accounts may be kept in Euro and in the currencies mentioned in Annex 15 (Guideline for Cash Account Administration).

4.3 Opening and Closing of Cash Accounts

(1) Applications to open cash accounts and the notification about changed master data of cash accounts shall be directed to OeKB CSD using the form provided in Annex 13 (Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data). Applications for the closing of cash accounts shall be made by using the form provided in Annex 29 (Application for Closing a Securities Account, Application for Closing a Cash Account). Information supplied in the form provided in Annex 13 (Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data) will be recorded by OeKB CSD as cash account master data.

(2) Changes of cash account master data have to be made known to OeKB CSD if they cannot be effected by the cash account holder himself in the system made available by OeKB CSD.

(3) OeKB CSD reserves the right to request further information and documents from the applicant and to collect further information from organisations which it deems suitable.

4.4 Termination of the Cash Account Administration

(1) Upon termination of the cash account administration by the account holder or by OeKB CSD, all cash accounts of the cash account holder will be closed. Section 1.12 shall apply.

(2) Any case of termination of the cash account administration does not affect the validity of the GTC for the settlement of pending securities account and/or cash account transactions. OeKB CSD reserves the right to accept only such instructions from the cash account holder during the period of notice which facilitate the closing of a securities account and/or cash account.

(3) Upon termination of the cash account administration, OeKB CSD is free to determine the date when communication via electronic data lines between the cash account holder and OeKB CSD will be terminated.

4.5 Endowment of Cash Accounts

The endowment of cash accounts with OeKB CSD is effected by prompting a credit on the cash account of OeKB CSD designated for this purpose and specified in Annex 15 (Guideline for Cash Account Administration).

4.6 No Overnight Account Balances on Cash Accounts

(1) Overnight account balances on cash accounts are not possible. Exceptions are:

- (a) A base amount of EUR 2,000 on a EUR cash account to be specified by the cash account holder for the settlement of cash account administration fees.
- (b) Amounts on cash accounts for foreign currencies, which on the following day serve as payment for a securities transaction.

(2) The cash account holder has to dispose of any excess account balance before the end of the day.

- (a) For each EUR cash account the cash account holder must place a standing order pursuant to section 5.7 (4) to sweep amounts in excess of the base amount to an account kept with OeNB.
- (b) The cash account holder must dispose of credit balances on foreign currency accounts which exceed the amounts as stipulated in 4.6 (1) (b) by means of an instruction as stipulated in 5.7 (3).

4.7 No Overdraft on Cash Accounts

Instructions for bookings of cash will only be executed if the cash account shows a sufficient credit balance.

5 Settlement

5.1 Instructions for Bookings of Securities

(1) Instructions of transaction type Intra

By instructions of the transaction type Intra the securities account holder orders bookings between two securities accounts at OeKB CSD. It is irrelevant whether the securities account holder is a CSD using T2S or not.

OeKB CSD supports instructions of the transaction type Intra for the following instruction types:

- (a) Delivery Free of Payment (FOP): Securities are delivered or received without payment
 - i. DFP (Deliver Free of Payment)
 - ii. RFP (Receive Free of Payment)
- (b) Delivery Versus Payment: Securities are delivered or received against payment on a DCA held with a Euro Central Bank.
 - i. DVP (Deliver versus Payment)
 - ii. RVP (Receive versus Payment)
- (c) Delivery With Payment: Securities are delivered or received simultaneously with the payment on a DCA held with a Euro Central Bank.
 - i. DWP (Deliver With Payment)
 - ii. RWP (Receive With Payment)

(2) Instructions of transaction type Cross

By instructions of the transaction type Cross the securities account holder orders bookings between a securities account at OeKB CSD and a securities account at a custodian of OeKB CSD that uses T2S to administrate OeKB CSD's securities account in securities which OeKB CSD keeps and administers as Investor CSD with a custodian.

OeKB CSD supports instructions of the transaction type Cross for the following instruction types:

- (a) Delivery Free of Payment (FOP): Securities are delivered or received without payment
 - i. DFP (Deliver Free of Payment)
 - ii. RFP (Receive Free of Payment)
- (b) Delivery Versus Payment: Securities are delivered or received against payment on a DCA held with a Euro Central Bank.
 - i. DVP (Deliver versus Payment)
 - ii. RVP (Receive versus Payment)
- (c) Delivery With Payment: Securities are delivered or received simultaneously with the payment on a DCA held with a Euro Central Bank.
 - i. DWP (Deliver With Payment)
 - ii. RWP (Receive With Payment)

(3) Instructions of transaction type External

By instructions of the transaction type External the securities account holder orders bookings between a securities account at OeKB CSD and a securities account at a custodian of OeKB CSD that does not use T2S to administrate OeKB CSD's securities account in securities which OeKB CSD keeps and administers as Investor CSD by said custodian.

Depending on the agreement between OeKB CSD and the custodian OeKB CSD supports instructions of the transaction type External for the following instruction types:

- (a) Delivery Free of Payment (FOP): Securities are delivered or received without payment
 - i. DFP (Deliver Free of Payment)
 - ii. RFP (Receive Free of Payment)
- (b) Delivery Versus Payment: Securities are delivered or received versus payment.
 - i. DVP (Deliver versus Payment)
 - ii. RVP (Receive versus Payment)

(4) Instructions of transaction type Physical

By instructions of the transaction type Physical the securities account holder orders the crediting to its securities account of the securities deposited or the debiting from its securities account of the securities withdrawn from the OeKB CSD vault.

OeKB CSD supports instructions of the transaction type Physical for the following instruction types:

- (a) Deposit
- (b) Withdrawal

(5) Instructions of transaction type Change Global Certificate

By instructions of the transaction type Change Global Certificate the account holder orders the increase or decrease of the global certificate of a securities category which OeKB CSD keeps and administers itself as Issuer CSD.

OeKB CSD supports instructions of the transaction type Global Certificate for the following instruction types:

- (a) Increase: Increase of a global certificate
- (b) Decrease: Decrease of a global certificate

(6) Instructions of transaction type Intra-Position Movement

By instructions of the transaction type Intra-Position Movement the securities account holder orders a special type of identification of a position in a securities account.

OeKB CSD supports instructions of the transaction type Intra-Position Movement for the following instruction types:

- (a) Blocking
- (b) Reservation
- (c) Earmarking for auto-collateralisation

5.2 Methods for Issuing Instructions for Bookings of Securities

(1) If ICP, securities account holders may issue instructions to OeKB CSD via the connection types

- Settlement Client (see Annex 17 [User Manual Settlement Client]) and
- Settlement SWIFT (ISO 15022/ISO 20022) (see Annex 18 [User Manual Settlement SWIFT ISO 15022])

(2) For a description of the connection type ICP, please see Annex 8 (Guideline Settlement and Securities Account Administration). If DCP, securities account holders may issue instructions to OeKB CSD via the connection types

- T2S U2A and
- T2S A2A (ISO 20022)

For a description of this connection types, please refer to ECB website under Key documents (Technical/functional documents).¹

(3) If CSD using the T2S IT platform, a securities account holder, in addition to the connection types stipulated in (1) and (2) may also use Inter-T2S-CSD interfaces to issue instructions.

(4) Securities account holders who have already an existing agreement with OeKB CSD on the use of the Filebox, can submit instructions of the transaction types Intra, Cross, External and Physical as ZIP file via Filebox in the event of failure of the SWIFT interface at the securities account holder's in ICP mode.

5.3 Validation of Instructions for Bookings of Securities (Moment of Entry)

OeKB CSD validates instructions for securities bookings given to it on the IT platform T2S in accordance with the technical rules of T2S. These instructions are entered within the meaning of the Finality Act (§ 10 (2), 15 (1) and (2)) at the moment of which the instructions have been declared compliant with the technical rules of T2S.

5.4 Matching of Instructions to booking of securities (Irrevocability)

(1) For instructions of the transaction type Intra OeKB CSD performs a matching on the T2S IT platform as specified in the procedure described in Annex 8 (Guideline Settlement and Securities Account Administration).

(2) Securities account holders may unilaterally cancel their instructions of the type Intra until matching has occurred. After completion of the matching, instructions of the type Intra are irrevocable vis-a-vis third parties (§ 15 (1) S 3 Finality Act). Security account holders can only cancel instructions of the type Intra, for which matching already occurred, provided that they have not yet been settled and the counterparty also cancels his instruction.

(3) The matching of instructions by OeKB CSD given to its custodians, which are based on received instructions of the types Cross and External, including the moment on which these instructions are irrevocable, is governed by the rules of the securities settlement system operated by the respective custodian.

¹ <https://www.ecb.europa.eu/paym/t2s/about/keydocs/html/index.en.html>

5.5 Settlement of Instructions for Bookings of Securities

The settlement of instructions for bookings of securities is carried out as specified in the procedure described in Annex 8 (Guideline Settlement and Securities Account Administration). Instructions by OeKB CSD given to its custodians, which are based on received instructions of the types Cross and External, are governed by the rules of the securities settlement system operated by the respective custodian.

5.6 Insolvency of Securities Account Holders

5.6.1 *Payment and Transfer Orders Entered before the Opening of Insolvency Proceedings*

In case insolvency proceedings are opened over the assets of a security account holder, payment and transfer orders already entered by that security account holder are not affected. Such instructions remain unaffected by the opening of insolvency and do not expire due to the opening of insolvency. Settlements and securities bookings on the basis of such instructions are not affected by the opening of the insolvency proceedings (§ 15 (1) Finality Act).

5.6.2 *Payment and Transfer Orders Entered after the Opening of Insolvency Proceedings*

In case insolvency proceedings are opened over the assets of a security account holder, OeKB CSD will not make any further validations of the instructions of this securities account holder in accordance with section 5.3, if it has been informed in due course of the opening of the insolvency proceedings. After the moment in which the insolvency proceedings have been opened, instructions of the securities account holder concerned will only be carried out by OeKB CSD in accordance with the procedures described in Annex 8 (Guideline Settlement and Securities Account Administration), if OeKB CSD, at the time on which the respective instructions became irrevocable, had no knowledge of the opening of the insolvency proceedings. If OeKB CSD is aware of the opening of insolvency proceedings before this point in time, payment and transfer orders of the securities account holder concerned will not be settled (§ 15 (2) Finality Act).

5.7 Instructions for Bookings of Cash on Cash Accounts held with OeKB CSD

A credit balance on a cash account held with OeKB CSD can be disposed of by the following instructions:

- (1) By instructions of the transaction type Intra, instruction type RVP, against payment in foreign currency.
- (2) By instructions of the transaction type External, instruction type RVP.
- (3) By instructions pursuant to Annex 19 (Instructions for Bookings of Cash)
- (4) By standing order which at the end of the day sweeps a credit balance on an EUR cash account to a cash account indicated to OeKB CSD for this purpose by the cash account holder.

5.8 Forwarding of Instructions for Bookings of Cash to Euro Central Banks

For the transaction types Intra and Cross OeKB CSD forwards the following instructions for bookings of cash on DCAs issued to Euro Central Banks for processing:

- (a) The instructions for bookings of cash on DCAs contained in instructions of the transaction types Intra and Cross, instruction types DVP, RVP, DWP, RWP;
- (b) Instructions for bookings of cash (debit or credit) without delivery (PFoD):
 - i. PFRD (Payment Free of Receive Debit)
 - ii. PFRC (Payment Free of Receive Credit)
 - iii. PFDD (Payment Free of Deliver Debit)
 - iv. PFDC (Payment Free of Deliver Credit)

6 Asset Servicing

6.1 General Provisions regarding the Administration of Securities

6.1.1 Information forwarded by OeKB CSD

(1) OeKB CSD forwards certain information pertaining to securities kept and administered by OeKB CSD to inform securities account holders with credit balances in the respective securities in case such information has been provided by the issuer or by the paying agent pursuant to 2.5 or by the custodian. OeKB CSD does not consider any other publications of information.

(2) Information to be forwarded is, for example, the payment of income such as interest and dividend payments, redemptions, corporate actions that affect every holder of the securities, such as splits and capital decreases, corporate actions, in which participation is optional for the holders of the securities such as the exercise of subscription rights, and cash or exchange offers as well as “class actions”.

(3) In case of convertible bonds, warrants, certificates and other structured products only information about the maturity date will be forwarded to securities account holders.

(4) OeKB CSD neither verifies the completeness or accuracy of information to be forwarded nor does it translate it into other languages.

6.1.2 Procedure for Forwarding Information

(1) OeKB CSD will forward information pursuant to 6.1.1 in accordance with the status of a securities account through the system as specified in Annex 20 (Custody Notifications and other Information) as non-binding advance information to the securities account holders with credit balances in the respective securities.

(2) In regard to corporate actions where an instruction to participate in the corporate action pursuant to 6.3.3 of the GTC may be issued, the information will be forwarded at the start of day of the day before the event and at the start of day of the deadline specified in 6.1.3 of the GTC using the system as specified in Annex 20 (Custody Notifications and other Information).

6.1.3 Deadlines for Issuing Instructions to OeKB CSD

(1) Concurrently with the information related to an event as specified in 6.1.1 OeKB CSD will provide the securities account holders with the respective point in time by which the securities account holders must issue instructions to OeKB CSD.

(2) Any disadvantages resulting from instructions not issued in time shall be borne by the securities account holders.

6.1.4 Provision of documentary Evidence and Confirmations as a Prerequisite for the Collection of Income for Securities Due or to Process Corporate Actions

If certain evidence or confirmations must be provided as a prerequisite for the collection of income for securities due or for the processing of corporate actions, the securities account holder must provide such evidence and confirmations. OeKB CSD will pursue the collection of income for securities due or the processing of corporate actions against its custodian to the extent as the corresponding evidence and confirmations have been provided.

6.2 Income

6.2.1 Collection Upon Maturity

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD, with the exception of Austrian registered shares², OeKB CSD will collect income for securities due according to the procedure as described in section 2.6 and Annex 11 (Guideline Income Collection for Securities Due) unless the securities account holder gave instruction not to redeem. If income for securities due cannot be collected on the maturity date in part or in full, OeKB CSD will attempt to collect the income after the maturity date, as long as this appears promising of success.

(2) In regard to securities which OeKB CSD keeps and administers as Investor CSD with a custodian OeKB CSD is entitled to the income collection for securities due and crediting of the collected amounts in cash.

6.2.2 Instructions not to redeem Securities due which OeKB CSD keeps and administers itself as Issuer CSD (Breakdown Instructions)

Instructions not to collect the income for securities due for a certain securities position of a specified category which OeKB CSD keeps and administers itself as Issuer CSD may be issued by securities account holders to OeKB CSD pursuant to Annex 21 (Guideline Forwarding of Income Payments) and Annex 22 (User Manual Asset Servicing Client). Income for securities not collected by OeKB CSD in accordance with the instruction will in the following be considered in the same way by OeKB CSD as income collected for the same category, and therefore be deemed collected by OeKB CSD.

6.2.3 Information to redeem Securities due without Deduction of Austrian Withholding Tax for Securities which OeKB CSD keeps and administers itself as Issuer CSD (Breakdown Information)

(1) Pursuant to the procedure as described in Annex 21 (Guideline Forwarding of Income Payments) and Annex 22 (User Manual Asset Servicing Client) and stating the statutory exemption (exemptions) invoked securities account holders based in Austria may inform the OeKB CSD to redeem a certain amount of securities of a particular category which OeKB CSD keeps and administers itself as Issuer CSD without deduction of Austrian withholding tax. In this event OeKB CSD will inform the issuer or his paying agent pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due) not to deduct Austrian withholding tax for a certain amount of securities.

² Income on Austrian registered shares must be disbursed by the issuer pursuant to Section 61 (1) (3) Austrian Stock Corporation Act to the person registered in the register of shareholders using the cash account registered in the register of shareholders.

(2) The securities account holders issuing such information shall be liable to OeKB CSD and the issuer for the correctness and the applicability of the invoked exemption (exemptions) and shall be obliged to verify, by obtaining all the evidence and proof required by applicable statutory provisions, whether such exemption (exemptions) actually apply. In addition, they shall be obliged to keep such documents obtained under this provision for the limitation period of any applicable tax debt and to provide OeKB CSD and the issuer involved with copies of the documents on request. OeKB CSD does not accept liability for the correctness and applicability of invoked statutory exemptions.

(3) Forwarding of information about the redemption of securities due without deduction of foreign withholding tax is not possible. The issuer of the securities or its paying agent is responsible for its withholding and payment. For securities which OeKB CSD holds as Issuer CSD, OeKB CSD assumes that any foreign withholding tax has been lawfully deducted of the amount of money provided for redemption by the issuer. For “Equity Linked Instruments” and “Dividend Equivalent Payments”, which are subject to US withholding tax according to section 871(m) of the US Internal Revenue Code of 1986, Annex 32 (see also section 6.2.3 (3)) is applicable.

6.2.4 Instructions not to have redeemed Securities due which OeKB CSD keeps and administers as Investor CSD with a Custodian

If considered administrable by OeKB CSD and if respective agreements have been made with the custodians, securities account holders, pursuant to the procedure as described in Annex 21 (Guideline Forwarding of Income Payments) and Annex 23 (Issuing of Instructions via Fax Form or MT565), may issue an instruction not to have collect the income for securities due for a certain securities position of a specified category which OeKB CSD keeps and administers as Investor CSD with a custodian. OeKB CSD shall instruct the custodian accordingly. Income for securities not collected in accordance with the instruction will in the following be considered in the same way by OeKB CSD as income collected for the same category, and therefore be deemed collected by OeKB CSD.

6.2.5 Information to redeem Securities due with Consideration of a reduced Austrian Withholding Tax Rate for Securities which OeKB CSD keeps and administers as Investor CSD with a Custodian

(1) If considered administrable by OeKB CSD and if respective agreements have been made with the custodians and the tax representatives of OeKB CSD, securities account holders, pursuant to the procedure as described in Annex 21 (Guideline Forwarding of Income Payments) and Annex 23 (Issuing of Instructions via Fax Form or MT565) and stating the statutory exemption (exemptions) invoked, may inform the OeKB CSD to redeem a certain amount of securities of a particular category which OeKB CSD keeps and administers as Investor CSD with a custodian with consideration of a reduced Austrian withholding tax rate. OeKB CSD shall instruct the custodian accordingly.

(2) The securities account holders issuing such information shall be liable to OeKB CSD, the custodian and the issuer for the correctness and the applicability of the invoked exemption (exemptions) and shall be obliged to verify, by obtaining all the evidence and proof required by applicable statutory provisions, whether such exemption (exemptions) actually apply. In addition, they shall be obliged to keep such documents obtained under this provision for the limitation period of any applicable tax debt and to provide OeKB CSD, the custodian and the issuer involved with copies of the documents on request. OeKB CSD does not accept liability for the correctness and applicability of invoked statutory exemptions or for the corresponding execution.

(3) OeKB CSD will have the collection of income for securities due made in accordance with the allocation instructions issued by the securities account holders. OeKB CSD shall not be liable for withholding taxes retained by a custodian or a tax representative in breach of allocation instructions.

6.2.6 Crediting of collected Amounts

- (1) The forwarding of amounts received in the course of income collections is made to the securities account holders pursuant to the procedure as described in Annex 21 (Guideline Forwarding of Income Payments) corresponding to the credit balances on the securities accounts at the end of day on the record date or, as relevant, at the start of day on the respective ex date, taking into account instructions received pursuant to section 6.2.2 and 6.2.4.
- (2) These amounts will be forwarded to the securities account holders pro rata to the credit balances, even if the amount received in the process of collection does not correspond to the amount due.
- (3) OeKB CSD arranges for the amounts to be credited as stipulated in Annex 21 (Guideline Forwarding of Income Payments)
- (4) Compensation for any time elapsed between the collection of the amount by OeKB CSD and the coupon, distribution or redemption date is not possible. Neither is it possible to credit the amount prior to the end of day on the record date / start of day on the ex date.
- (5) If the income for securities due is available for collection at a later time than the maturity date,
 - (a) payments for coupons/in interest shall be credited to the securities account holders corresponding to their credit balances pursuant to paragraph 1 on the respective original maturity date and
 - (b) payments for redemptions shall be credited to the securities account holders corresponding to their credit balances at the start of day on the payment date.

6.2.7 Payment Confirmations

For every credit balance on a OeKB CSD securities account at the end of day on the respective record date or, if applicable, at the start of day on the respective ex date OeKB CSD will set up a payment confirmation per collected security and per amount collected by OeKB CSD. The payment confirmation will be set up on the same day when the amount was received by OeKB CSD, if the receipt of the amount was confirmed not later than by the time specified in Annex 21 (Guideline Forwarding of Income Payments); otherwise the payment confirmation will be set up on the following trade date. The payment confirmation will be made available to OeKB CSD securities account holders through means of communication as stipulated in Annex 24 (Means of Communication for Statements).

6.2.8 Compensations / Adjustments and Transformations

- (1) Income for securities for which an instruction of the transaction types Intra or Cross pursuant to section 5.1 (1) and (2) of the GTC was issued prior to the record date or, if applicable, prior to the the ex date, and which is executed on the record date / ex date or afterwards, will be cleared on execution of that instruction according to Annex 25 (Using T2S for Transaction Management).
- (2) Income for securities for which an instruction of the transaction type External pursuant to section 5.1 of the GTC was issued prior to the record date or, if applicable, prior to the ex date, and which is executed as late as on the record date / ex date or afterwards, will be compensated/adjusted by OeKB CSD if compensated/adjusted by the custodian.

6.3 Corporate Actions (see Annex 28 [Guideline Processing of Corporate Actions])

6.3.1 Technical Measures related to Securities

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD, OeKB CSD will carry out technical measures relating to corporate actions (e.g. credit and debit of subscription rights, credit of bonus shares), if it has received the necessary means to do so.

(2) In regard to securities which OeKB CSD keeps and administers as Investor CSD with a custodian, OeKB CSD is entitled against the custodian to all measures associated with corporate actions which the corresponding custodian provides as its services.

6.3.2 Credit and Debit Bookings on Securities Accounts and Cash Accounts related to Corporate Actions affecting every Holder of the Securities (Mandatory Corporate Actions)

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD, OeKB CSD will credit and debit securities accounts and cash accounts as a consequence of corporate actions corresponding to the credit balances on the securities accounts at the end of day on the record date or, if applicable, at the start of day on the ex date.

(2) In regard to securities which OeKB CSD keeps and administers as Investor CSD with a custodian, OeKB CSD will credit and debit securities accounts and cash accounts as a consequence of corporate actions corresponding to the credit balances on the securities accounts at the end of day on the record date or, if applicable, at the start of day on the ex date to the extent that it received credits and debits on its accounts held with its custodian. The credits and debits on securities and cash accounts will be booked on the same day as the credits and debits on the securities and cash accounts of OeKB CSD, if these bookings have been confirmed to OeKB CSD prior to the deadline as stipulated in Annex 28 (Guideline Processing of Corporate Actions). Otherwise, the securities account and cash account will be credited or debited on the following trade date.

6.3.3 Instructions to OeKB CSD to participate in Corporate Actions

In case of corporate actions in which participation is optional for the holders of the securities, the securities account holder may instruct OeKB CSD, enclosing all required documents, to participate in the corporate action to the extent of the participating holdings administered and in accordance with the information forwarded as specified in 6.1.1 of the GTC. The means required for that purpose have to be provided to OeKB CSD by the holder of the securities account in due time. Such instructions will be issued to OeKB CSD according to the procedure as described in Annex 23 (Issuing of Instructions via Fax Form or MT565) and cannot be cancelled after OeKB CSD instructed the subscription agent or the custodian. This applies e.g. also to instructions which were issued to OeKB CSD in error.

6.3.4 Payment Confirmations

For a credit balance on a OeKB CSD securities account at the end of day on the record date or, if applicable, at the start of day on the ex date OeKB CSD will set up a payment confirmation for every corporate action. The payment confirmation will be set up on the same day when the amount or the security was credited or debited on the accounts of OeKB CSD, if the transaction was confirmed not later than by the time specified in Annex 28 (Guideline Processing of Corporate Actions); otherwise the payment confirmation will be set up on the following trade date. The payment confirmation will be made available to OeKB CSD securities account holders through means of communication as stipulated in Annex 24 (Means of Communication for Statements).

6.3.5 Compensations / Adjustments and Transformations

(1) Claims derived from corporate actions for which an instruction of the transaction types Intra or Cross pursuant to section 5.1 (1) and (2) of the GTC was issued prior to the record date or, if applicable, the ex date, and which is executed on the record date / ex date or afterwards, will be cleared on execution of that instruction according to Annex 25 (Using T2S for Transaction Management).

(2) Claims derived from corporate actions for which an instruction of the transaction type External pursuant to section 5.1 of the GTC was issued prior to the record date or, if applicable, the ex date, and which is executed as late as on the record date / ex date or afterwards, will be compensated/adjusted by OeKB CSD if compensated/adjusted by the custodian.

6.4 Proxy Services

6.4.1 Forwarding of Certificates of Holdings to the Company pursuant to Section 10a AktG in connection with Section 111 AktG (Austrian Stock Corporation Act)

Certificates of Holdings issued by credit institutions pursuant to Section 10a AktG (Austrian Stock Corporation Act), which have been sent by securities account holders (with OeKB CSD) will be forwarded to the company pursuant to Section 111 (2) AktG by OeKB CSD if linked with an instruction to vote by proxy. Such Certificates of Holdings must be sent to OeKB CSD pursuant to Annex 26 (Forwarding of Confirmations of Holdings).

6.4.2 Proxy Voting at General Assemblies of Companies whose Shares are held with OeKB CSD itself

(1) If OeKB CSD, pursuant to Section 113 (1) AktG (Austrian Stock Corporation Act), has been authorized, in a manner prescribed by the company, by a shareholder to act as proxy and has received specific instruction to every item of the agenda how to vote, it will participate in the General Assembly on behalf of the shareholder and will exercise the voting right according to the instructions (received in the form specified in Annex 23 (Issuing of Instructions via Fax Form or MT565)).

(2) Such powers of attorney need to be sent to OeKB CSD by the holder of a securities account with OeKB CSD on which the corresponding number of shares of this category is booked and need to be received not later than on the fifth trade date prior to the General Assembly (see Annex 27 [Guideline Proxy Voting]).

6.4.3 Proxy Voting at General Assemblies of Companies whose Shares are held with a Custodian of OeKB CSD

In regard to shares which are held with a custodian of OeKB CSD, OeKB CSD will, having received his instruction, assist the holder of the securities account on which shares of the respective category are booked, in obtaining the documents required to participate in the General Assembly.

6.5 Miscellaneous Measures for Securities Administration

6.5.1 Redemption through Delivery of other Securities

In regard to securities which are redeemed by the delivery of other securities the provisions of section 6.2.1 (1) and (2) and section 6.5.2 of the GTC shall apply accordingly. Exempt from this kind of redemption are securities the redemption of which shall be made by the delivery of securities that cannot be accepted for safekeeping by OeKB CSD (see sections 1.3.1 and 1.3.2).

6.5.2 Instructions to exercise Options or convert Convertible Bonds

(1) OeKB CSD will accept instructions in accordance with the procedures set out in Annex 23 (Issuing of Instructions via Fax Form or MT565) to exercise warrants/convert convertible bonds and will forward these instructions to the issuer or to the agent authorised by the issuer for the exercise of these options. At the same time, OeKB CSD will debit the securities account of the instructing party with the corresponding number of warrants/convertible bonds and will transfer these to the issuer or to the agent appointed by him for the exercise of the warrants/conversion of the convertible bonds.

(2) After execution of the instructions OeKB CSD will set up a billing statement and send it to the instructing party in accordance with the procedure described in Annex 24 (Means of Communication for Statements). OeKB CSD will carry out the corresponding posting items of money and securities according to the instructions.

(3) Exempt from (1) are warrants, convertible bonds and similar products where the securities to be delivered on exercise or conversion cannot be kept in custody with OeKB CSD.

6.5.3 Instructions to buy or sell Subscription Rights

(1) OeKB CSD will accept instructions in accordance with the procedures set out in Annex 23 (Issuing of Instructions via Fax Form or MT565) to buy or sell subscription rights which are related to a current corporate action.

(2) A broker or a custodian may be instructed with the execution, provided it offers such services. OeKB CSD shall not be liable for detrimental consequences of the price, the value date or the stock exchange selected by a broker or a custodian.

(3) After execution of the purchase or sale of the subscription rights in accordance with the instruction OeKB CSD will set up a billing statement and send it to the instructing party in accordance with the procedure described in Annex 24 (Means of Communication for Statements). OeKB CSD will carry out the corresponding posting items of money and securities according to the instructions.

6.5.4 Remaining Fractions of Securities on the Securities Account of the Holder of a Securities Account

- (1) OeKB CSD will accept instructions in accordance with the procedures set out in Annex 23 (Issuing of Instructions via Fax Form or MT565) to buy or sell fractions of securities and attempts to settle such instructions with the settlement agent.
- (2) Such instructions will be accepted before the end of day of the day prior to the deadline set by the settlement agent.
- (3) In case the settlement agent has not set a deadline, OeKB CSD will accept such instructions not later than at the end of the third trade date after the date of the settlement of the corporate action.
- (4) OeKB CSD shall not be liable for detrimental consequences of the price, the value date or the stock exchange selected by the settlement agent.

List of Annexes to the GTC of OeKB CSD

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Annex 2	List of Custodians
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Annex 30	List of the User Committee Members
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Annex 33	Risk Assessment in the Course of the Acceptance of a Security in Custody and Administration by OeKB CSD as Issuer CSD
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