OeKB CSD GmbH General Terms and Conditions

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

Public / Valid from December 01st 2026

eingeschränkt/restricted

Table of Contents

Definitions **7**

1. General Provisions **12**

1.1 Scope of Application 12
1.2 T2S Opening Days (Days of Operation), Service Centers 12
1.3 Objects of Safekeeping and Administration 12
1.3.1 OeKB CSD as Issuer CSD 12
1.3.2 OeKB CSD as Investor CSD 13
1.4 Fees 14
1.5 Liability 14
1.5.1 Liability for damages caused by OeKB CSD (staff and contractors) 14
1.5.2 Liability for damages caused by custodians of OeKB CSD 15
1.5.3 Consequences of defaults in receivables against financial institutions where OeKB CSD holds cash accounts 15
1.5.4 No liability for damages caused by persons instructed by third parties (e.g. subscription agent instructed by the issuer) 15
1.6 Information Obligations / Confidentiality 15
1.7 Settlement of Instructions 16
1.8 Cooperation Duties and Customer Liability 16
1.8.1 Identity and power of representation 16
1.8.2 Raising of objections 16
1.8.3 Notification on absence of notices 17
1.8.4 Translations 17
1.8.5 Prevention of Money Laundering and Terrorist Financing, Financial Sanctions 17
1.8.6 Information Security 17
1.9 User Committee 18
1.9.1 Duties 18
1.9.2 Composition and nomination of members 18
1.9.3 Meetings 19
1.9.4 Conflicts of Interest 20
1.9.5 Confidentiality 20
1.9.6 Rules of procedure 20
1.10 Applicable Law, Jurisdiction, Partial Invalidity, Place of Performance 20
1.11 Modifications 21
1.12 Termination of the Business Relationship 21

eingeschränkt/restricted

1.12.1 Termination of the agreement ... 21
1.12.2 Legal consequences ... 21

2. Notary Service and Safekeeping ... 23

2.1 Digital Global Certificates (DGC) ... 23
2.1.1 General information ... 23
2.1.2 Structure of the DGC ... 23
2.1.3 Priority of validity of the structured digital reference data record (REDA-I) ... 24
2.1.4 Creation of a DGC ... 24
2.1.5 Assignment of securities positions ... 24
2.1.6 Authenticity and integrity of a DGC ... 24
2.1.7 Replacement of a physical global certificate (PGC) by a DGC ... 25
2.2 Physical Securities Certificates and Securities Conditions ... 26
2.2.1 General information ... 26
2.2.2 Assignment of securities positions ... 27
2.2.3 Definition of the holders of functions ... 27
2.2.4 Information about the public status and details relating to section 871(m) of the US Internal Revenue Code 1986 ... 27
2.2.5 Validation of securities at the acceptance of securities certificates for safekeeping and administration by OeKB CSD as Issuer CSD ... 27
2.3 Functions for the Safekeeping and Administration of Securities by OeKB CSD as Issuer CSD ... 28
2.3.1 Function Transfer Agent ... 28
2.3.2 Function Paying Agent ... 30
2.3.3 Function Information Agent ... 30
2.3.4 Function Corporate Action Agent ... 31
2.3.5 Function General Meetings Agent ... 32
2.3.6 Function Disclosure Agent ... 32
2.4 Recording of Rights in the Form of Securities ... 32
2.4.1 General information ... 32
2.4.2 Distribution account ... 33
2.4.3 Recording of rights in the form of securities ... 33
2.5 Increases and Decreases of the Face Quantity (Change Quantity) ... 33
2.6 Denying the Acceptance of Securities ... 33
2.7 Supplements and Amendments of Securities which OeKB CSD keeps and administers as Issuer CSD ... 34
2.7.1 General information ... 34
2.7.2 Declaratory supplements and amendments ... 34

eingeschränkt/restricted

2.7.3 Constitutive supplements and amendments ... 35
2.7.4 Deposit of amended fund terms ... 35
2.7.5 Processing of supplements or amendments ... 35
2.8 Public Status of Securities in Safekeeping (OeKB CSD -Securities Vista) ... 36
2.9 Daily Verification of the Integrity of Securities which OeKB CSD Keeps and Administers Itself as Issuer CSD ... 36
2.10 Income Collection for Securities Due ... 37
2.11 Withdrawal of Physical Securities Certificates ... 38
2.12 General Services in the Administration of Securities ... 39
2.12.1 Securities stripped of certificate rights ... 39
2.12.2 Redemption through delivery of other securities ... 39
2.13 MERCUR Information ... 39
2.14 "Securities Information" ... 39
2.15 Sample of Physical Securities Certificates ... 40

3. Securities Account Administration ... 41

3.1 Securities Account Holder ... 41
3.2 Securities Accounts ... 42
3.2.1 Options to block the processing of instructions ... 42
3.2.2 Types of securities accounts ... 42
3.3 Opening and Closing of Securities Accounts ... 43
3.4 Termination of the Securities Account Administration ... 43
3.5 Type of Safekeeping and Booking on Securities Accounts ... 43
3.6 Co-Ownership in Securities Booked as Collective Clearing Custody (GS) ... 44
3.7 Information and Confirmations about Securities Account Credit Balances, Depository Receipts and Securities Postings ... 44
3.8 Daily Check of the Securities Holdings Kept and Administrated by the OeKB CSD as an Investor CSD with a Custodian ... 45
3.9 Third Party Presumption, Right of Retention, Response to Disclosure Requests ... 45
3.10 Preservation of the Securities Held in the Collective Securities Position ... 45
3.11 Allocation of Losses ... 45
3.12 Differences and Errors Discovered in the Reconciliation Process ... 46

4. Cash Account Administration ... 47

4.1 Cash Account Holder ... 47
4.2 Use of Cash Accounts ... 47
4.3 Opening and Closing of Cash Accounts ... 47

eingeschränkt/restricted

4.4 Termination of the Cash Account Administration ... 47
4.5 Endowment of Cash Accounts ... 48
4.6 No Overnight Account Balances on Cash Accounts ... 48
4.7 No Overdraft on Cash Accounts ... 48

5. Settlement ... 49

5.1 Instructions for Bookings of Securities ... 49
5.2 Methods for Issuing Instructions for Bookings of Securities ... 51
5.3 Validation of Instructions for Bookings of Securities (Moment of Entry) ... 51
5.4 Matching of Instructions to Bookings of Securities (Irrevocability) ... 52
5.5 Settlement of Instructions for Bookings of Securities ... 52
5.6 Insolvency of Securities Account Holders ... 52
5.6.1 Payment and transfer orders entered before the opening of insolvency proceedings ... 52
5.6.2 Payment and transfer orders entered after the opening of insolvency proceedings ... 52
5.7 Instructions for Bookings of Cash on Cash Accounts held with OeKB CSD ... 53
5.8 Forwarding of Instructions for Bookings of Cash to Euro Central Banks ... 53
5.9 Automatic Cancellation of Instructions for Bookings of Securities ... 53
5.9.1 Automatic cancellation of an instruction of the transaction type intra ... 53
5.9.2 Automatic cancellation of an instruction of the transaction type cross ... 54
5.10 Intended Settlement Date ... 54
5.10.1 Obligation to settle on the intended settlement date ... 54
5.10.2 Settlement fails penalties for failure to comply with the obligations pursuant to clause 5.10.1 in connection with instructions on CSD-eligible MiFID/MiFIR securities admitted to or traded on an EU trading venue ... 54
5.10.3 Settlement efficiency ... 55

6. Asset Servicing ... 56

6.1 General Provisions regarding the Administration of Securities ... 56
6.1.1 Information forwarded by OeKB CSD ... 56
6.1.2 Procedure for forwarding information ... 56
6.1.3 Deadlines for issuing instructions to OeKB CSD ... 57
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 ... 57
6.2 Income ... 57
6.2.1 Collection of income for securities due ... 57
6.2.2 Instructions not to collect income for securities due which OeKB CSD keeps and administers itself as Issuer CSD (breakdown instructions) ... 57

eingeschränkt/restricted

6.2.3 Information to collect income for securities due without deduction of Austrian withholding tax for securities which OeKB CSD keeps and administers itself as Issuer CSD (breakdown information) ... 57
6.2.4 Instructions not to collect income for securities due which OeKB CSD keeps and administers as Investor CSD with a custodian ... 58
6.2.5 Information to collect income for 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 ... 58
6.2.6 Crediting of collected amounts ... 59
6.2.7 Billing statements ... 59
6.2.8 Reversal of income collected for securities due which OeKB CSD keeps and administers as Investor CSD with a custodian ... 60
6.2.9 Compensations / adjustments and transformations ... 60
6.3 Corporate Actions (see Annex 28 [Guideline Processing of Corporate Actions]) ... 60
6.3.1 Associated measures related to securities ... 60
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) ... 60
6.3.3 Instructions to OeKB CSD to participate in corporate actions ... 61
6.3.4 Billing statements ... 61
6.3.5 Compensations / adjustments and transformations ... 61
6.3.6 Status information on instructions to OeKB CSD to participate in corporate actions ... 61
6.3.7 Reversal of corporate actions for securities which OeKB CSD keeps and administers as Investor CSD with a custodian ... 62
6.4 Miscellaneous Measures for Securities Administration ... 62
6.4.1 Redemption through delivery of other securities ... 62
6.4.2 Instructions to exercise options or convert convertible bonds ... 62
6.4.3 Instructions to buy or sell subscription rights ... 62
6.4.4 Remaining fractions of securities on the securities account of the holder of a securities account ... 63
List of Annexes to the GTC of OeKB CSD ... 64

eingeschränkt/restricted

Definitions

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

Austrian Securities Deposit Act (Depotgesetz; DepotG)	Austrian federal law from 22 October 1969 on the safekeeping and acquisition of securities (Federal Law Gazette No. 424/1969 as amended).
Austrian Stock Exchange Act (Börsegesetz 2018, BörseG 2018)	Austrian federal law on securities exchanges and general commodity exchanges (Federal Law Gazette I, No. 107/2017 as amended).
Authenticity	The issuer named on the document is the actual issuer and the document is a validly created security.
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.
Central Securities Depository	Central securities depository within the meaning of art. 1 para 3 DepotG.
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.
Corporate Action Agent	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.4 of the GTC
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 Central Bank of the Eurosystem 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.

eingeschränkt/restricted

Derecognition	Process whereby securities are taken out of custody with OeKB CSD or a custodian by a debit entry on a securities account.
Digital Global Certificate (DGC)	Electronic record created at OeKB CSD as Issuer CSD pursuant to art. 1 para 4 in connection with art. 24 (e) Securities Deposit Act, which temporarily or permanently represents bearer debt securities or investment certificates according to their terms of issue.
Disclosure Agent	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.6 of the GTC
Distribution Account	Account for the preparation of the booking of securities and for recording a non-issued own quota (not a securities account as defined by the DepotG).
Distribution Account Quantity	The volume of a securities category booked in the distribution account.
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.
Face Quantity	The sum of the volumes indicated on all global certificates of a securities category.
Fiduciary Collective Custody (WR)	Administration of claims to securities.
Finality Act (Finalitätsgesetz)	Austrian federal Law on settlement finality in payment and securities settlement systems (Federal Law Gazette I, No. 123/1999 as amended).
FMA	Austrian Financial Market Authority
General Meetings Agent	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.5 of the GTC.
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.
ICT-System	The IT platforms T2S, Issuer Platform and MegaCor, including ancillary systems, used by OeKB CSD for the fulfillment of its custody and settlement, notary services and asset servicing functions.

eingeschränkt/restricted

Individual Custody (ST)	Safekeeping of securities of a securities account holder with OeKB CSD or one of its custodians which is seperate from the holder's securities of the same or other categories.
Information Agent	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.3 of the GTC.
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.
Investor CSD	Central securities depository as regards securities it has kept and administered with a custodian.
Issued Quantity	The sum of all credit balances of a securities category in all securities accounts. OeKB CSD ensures that the issued quantity always corresponds to the difference between the face quantity and the distribution account quantity of this securities category by the daily verification of the integrity according to clause 2.5.
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.
Issuer CSD	Central securities depository as regards securities it keeps and administers itself.
Issuer Platform	IT platform within the framework of the ICT System used by OeKB CSD to provide its notary services functions.
Login Portal (new: Online Services)	The Online Services offer a central access to the Online Service Clients of OeKB CSD.
Matching	Verification whether the parties to a transaction have placed corresponding instructions.
MegaCor	IT platform that OeKB CSD uses as part of its ICT system to fulfill its asset servicing function
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	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.2 of the GTC.
Payment Order	Order to debit one of the cash accounts managed by the OeKB CSD.
Quantity Cap	Amount of the total maximum permissible issue volume available for changeable (digital or physical) global certificates under the securities conditions.

eingeschränkt/restricted

Record Date	Day that is relevant in many legal systems for ascertaining claims 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 in the meaning of the Austrian Securities Deposit Act in the form of digital global certificates or physical global certificates 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 clause 3.1 GTC and holds a securities account with OeKB CSD.
Securities Account with Blocking	Securities account which is subject to the GTC and to special individual contractual restrictions on disposal.
Securities Category or Category (as regards securities)	All securities bearing the same ISIN.
Securities inspection	Control of authenticity and integrity of a security to be deposited or created for safekeeping and administration at OeKB CSD as Issuer CSD by (i) OeKB CSD and the holder of the function Transfer Agent pursuant to section 2.1.6 of the GTC in case of DGC or (ii) by OeKB CSD or, upon its request, by a securities inspector on behalf of the issuer pursuant to section 2.2.5 of the GTC in case of physical global certificates and physical individual certificates. The standard of the securities inspection is the external appearance of the certificate and the applicable law.
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 2.2.5 (3) of the present GTC (Authenticity).
T2S	Target 2 Securities: IT platform within the framework of the ICT System used by OeKB CSD to provide its securities account administration and settlement functions.

eingeschränkt/restricted

T2S Opening Days	T2S Opening Days (days of operation) are those days (Monday to Friday, except January 1st, Good Friday, Easter Monday and December 25th-26th) on which the business operations of OeKB CSD take place.
Temporary Global Certificate (ZSU)	Security representing fungible securities of the same category for a limited period of time pursuant to their conditions.
Transfer Agent	The function to be exercised by the issuer or an authorised representative of the issuer pursuant to clause 2.3.1 of the GTC.
Transfer Order	Order to debit one of the securities accounts managed by the OeKB CSD.
Trustees Act (Kuratorengesetz, KurG)	Austrian statute from 24 April 1874, concerning the joint representation of the rights of the owners of partial debt certificates made out to the bearer or transferable by endorsement and the treatment in the books of the respective claims granted for such partial debt certificates (Imperial Law Gazette No. 49/1874 as amended).
Validation of Securities (Notary Service)	Verification of the authenticity of a securities certificate or a digital global certificate which is about to be physically deposited or digitally created at OeKB CSD as Issuer CSD performed for digital global certificates by OeKB CSD and the holder of the function Transfer Agent according to clause 2.1.5 of the GTC or for physical individual certificates by OeKB CSD or, on its request, by a securities inspector on behalf of the issuer pursuant to clause 2.2 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.

eingeschränkt/restricted

1. General Provisions

1.1 Scope of Application

(1) These GTC govern the legal relationship between OeKB CSD and its customers in the performance of services within the scope of the following functions by OeKB CSD:

(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 art. 2 para. 2 Finality Act and uses the IT platform TARGET2-Securities (T2S).

(3) An overview of the communication procedures of OeKB CSD with its participants is provided in Annex 37 (Communication Procedures). The terms of use for Online Service clients are specified in Annex 38 (Terms of Use for Online Service Clients).

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

1.2 T2S Opening Days (Days of Operation), Service Centers

The business operations of OeKB CSD take place Monday to Friday except January 1st, Good Friday, Easter Monday and December 25th-26th (T2S Opening Days). Restrictions on business operations on certain T2S Opening Days and a list of Service Centers of OeKB CSD and the time of their availability for customers are listed in Annex 1 (T2S Opening Days [days of operation], Service Centers).

1.3 Objects of Safekeeping and Administration

1.3.1 OeKB CSD as Issuer CSD

(1) As Issuer CSD, OeKB CSD keeps and administers securities itself, in accordance with para. 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;

eingeschränkt/restricted

(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 or transfer the structured digital reference data record (REDA-I) and supplementary information (REDA-II) as well as the physical securities certificates and securities terms and conditions, in consultations with the competent supervisory authorities, to a central securities depository for keeping and administering ("Successor Issuer CSD"), which is authorised to do so and willing to accept them 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 – or, in particularly serious or urgent cases in which the resolution of OeKB CSD is carried out in an accelerated procedure, within 10 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 the account holder's 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 to the credit 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) The custodians keep securities themselves or in third-party safekeeping.

(4) 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 T2S Opening Days (days of operation) – or, in particularly serious or urgent cases in which the resolution of OeKB CSD is carried out in an accelerated procedure, within 10 calendar days – after the revocation has been published. Otherwise, OeKB CSD is entitled and authorised

eingeschränkt/restricted

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 the account holder's name and for the account holder's 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 the 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. the issuer's 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.

eingeschränkt/restricted

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 (atc. 38 of the Austrian Banking Act; hereinafter the "confidential information"), shall

eingeschränkt/restricted

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 clause 1.5 shall apply to OeKB CSD.

(2) On request of the customer, OeKB CSD shall be obliged to assign the customer any claims against the third party.

1.8 Cooperation Duties and Customer Liability

In its 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 its identity and that of the persons who are authorised to act as its 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 para. 1 which it 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) A power 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 a power 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, its 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 the customer’s 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

eingeschränkt/restricted

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.

1.8.5 Prevention of Money Laundering and Terrorist Financing, Financial Sanctions

In their business relationship with OeKB CSD, the customers of OeKB CSD are obliged to take all necessary internal security measures to ensure compliance with the legal requirements for the prevention of money laundering and terrorist financing as well as with the national and international financial sanctions (such as those of the United Nations or the European Union) applicable in Austria.

1.8.6 Information Security

Due to the authorized access to the ICT system of OeKB CSD by the customers of OeKB CSD, information security risks may arise in connection with the use of the services of OeKB CSD pursuant to section 1.1 (1), which may be significant for the service provision for the entire capital market as well as for OeKB CSD itself. In order to minimize these risks, which are beyond the control of OeKB CSD, the customers of OeKB CSD undertake to comply with the information security standards of DORA and take all necessary measures to protect the ICT system of OeKB CSD from unauthorized access and attacks of any kind. This includes regular checks of user authorizations for ICT applications of OeKB CSD, regular information security training and phishing campaigns, background checks of key personnel, endpoint detection and protection systems, appropriate e-mail protection, remote wipe mechanisms for mobile devices or procedures for reporting and responding to device theft, proper vulnerability scans for systems and infrastructures connected to OeKB CSD's ICT system and ensuring the required data quality within the sphere of influence of OeKB CSD's customers.

The customers of OeKB CSD also undertake to inform OeKB CSD about potential information security and cyber threats that could also have an impact on the ICT system of OeKB CSD. OeKB CSD reserves the right to temporarily or permanently withdraw or deny access to the ICT system of OeKB CSD to customers of OeKB CSD if and as long as they could pose information security risks for OeKB CSD.

eingeschränkt/restricted

1.9 User Committee

1.9.1 Duties

According to the provisions of the clause 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 safekeeping 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 keeps and administers 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 safekeeping 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 safekeeping 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 kept and administered 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 kept and administered by OeKB CSD as Issuer CSD and listed on a regulated market measured by market capitalisation of the securities (Ranking List Shares). The third list is created according to the number of securities categories issued by each issuer and kept and administered 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

eingeschränkt/restricted

to send one representative each to the User Committee. If an issuer is already entitled as a securities account holder according to clause 1.9.2 (a) or as an issuer according to clause 1.9.2 (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 lit (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 lit (a) in total or in the relevant ranking list according to lit (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 the 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 with 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 lit (a) in total or in the relevant ranking list according to lit (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, the member may assign another member of the User Committee in writing with the power of 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 to 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.

eingeschränkt/restricted

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 that person's 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 clause 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.

eingeschränkt/restricted

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 para. 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 clause 3.4 are described in Annex 35 (Important Reasons to Terminate Securities Account Administration).

(4) The imposition of resolution measures pursuant to Directive 2014/59/EU on the Recovery and Resolution of Credit Institutions and Investment Firms ("BRRD"), art 50 BaSAG, or art 18 SRM Regulation does not constitute an important reason for termination within the meaning of clause 1.12.1.2 and precludes OeKB CSD from claiming financial reasons as an important reason for termination pursuant to Annex 35.

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.

eingeschränkt/restricted

(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 redebit credits booked subject to collection. Claims of the customer from securities, bills of exchange or cheques, which the customer holds for itself, 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.

eingeschränkt/restricted

2. Notary Service and Safekeeping

OeKB CSD accepts securities for safekeeping and administration as Issuer CSD according to the detailed provisions of this section if these are securitised as digital global certificates (DGC) as defined by the DepotG, as physical global certificates (physical SU) or physical individual certificates. The safekeeping of such securities on behalf of OeKB CSD by a third party or abroad requires the explicit and written authorisation of the securities account holder pursuant to art. 3 para. 4 DepotG.

2.1 Digital Global Certificates (DGC)

2.1.1 General information

(1) Digital global certificates (DGC) as defined by the DepotG can be created in the Issuer Platform of OeKB CSD for bearer bonds and investment certificates which OeKB CSD keeps and administers as Issuer CSD.

(2) A DGC is created in the Issuer Platform of OeKB CSD on the basis of the information electronically transmitted to OeKB CSD by the issuer on the rights to be securitised in the DGC in the form of a structured digital reference data record (REDA-I) including the supplementary information transmitted in non-structured form (REDA-II).

(3) The rights evidenced by a DGC shall arise pursuant to art. 1 para. 4 DepotG to the extent of the credit balances on the securities accounts administered for the securities account holders at OeKB CSD in accordance with the detailed provisions of this clause 2.1 and clause 2.4.

(4) A DGC securitises all the rights of a single securities category. The rights evidenced by a DGC are always deemed to be collective securities holdings (collective clearing custody). The persons entitled by the DGC shall have rights identical in content and shall be deemed to be co-owners according to fractional shares in the DGC. The respective share in the collective holding shall be determined by the nominal amount or, in the absence of such, by the quantity of units.

(5) An imminent legal succession in the function of issuer for a DGC shall be notified by means of a completed Annex 7.1.

2.1.2 Structure of the DGC

(1) The information required to administer the rights securitised in a DGC, such as the security identification number (ISIN), the qualification according to the Classification of Financial Instruments Codes (CFI Codes), the name of the issuer, face quantity, dates of due payments, if applicable, interest rate and maturity as well as disclosure of whether the security is issued as a public issue or as a private issue, is recorded in a structured manner in a digital reference data record according to the specifications of OeKB CSD (REDA-I).

(2) Information which, according to OeKB CSD's specifications, is not recorded in structured form but which should or must be part of the digital securitisation, such as in particular the securities conditions or

eingeschränkt/restricted

confirmations, evidence or countersignatures required at the time of the securitisation (including, for example, the certificate of the trustee pursuant to the PfandBG), shall be transmitted to OeKB CSD electronically in non-structured form (REDA-II). The Issuer Platform of OeKB CSD creates a unique reference in the structured digital reference data record (REDA-I) to this supplementary information provided in the PDF file format (REDA-II).

(3) Supplementary information transmitted in non-structured form (REDA-II) is an integral part of the DGC, to which the structured digital reference data record (REDA-I) provides a reference, so that the DGC is jointly represented by the information contained in REDA-I and REDA-II.

2.1.3 Priority of validity of the structured digital reference data record (REDA-I)

In the event of a conflict in content between the information recorded in a digital reference data record in structured form according to the specifications of OeKB CSD (REDA-I) and the supplementary information transmitted electronically in the file format PDF (REDA-II), the former shall prevail for the safekeeping and administration of the DGC by OeKB CSD with effect for everyone.

2.1.4 Creation of a DGC

(1) Information for the creation of a DGC must be submitted by the holder of the function Transfer Agent (see clause 2.3.1) in electronic form via the Issuer Platform provided by OeKB CSD for this purpose. The procedure to submit this information and the specifications to be observed are regulated in Annex 6 (Guideline Management of Digital and Physical Securities).

(2) Structure and format of the information to be electronically submitted by the holder of the function Transfer Agent for the creation of a DGC are specified by OeKB CSD and are described for the individual security types in Annex 6.

(3) The fully prepared structured digital reference data record (REDA-I) and the supplementary information transmitted electronically in PDF file format (REDA-II) shall be verified and released by the holder of the function Transfer Agent in OeKB CSD's Issuer Platform in accordance with the procedure specified in Annex 6. At the time of this release, the DGC will be created in due form in OeKB CSD's Issuer Platform. The establishment of the rights evidenced in the DGC by crediting them to securities accounts of the SSS participants at OeKB CSD is only possible on the basis of a digital reference data record (REDA-I) and electronically transmitted supplementary information (REDA-II) which have been submitted in accordance with the specifications of OeKB CSD and released by the holder of the function Transfer Agent.

2.1.5 Assignment of securities positions

In the course of the release pursuant to Annex 6, the holder of the function Transfer Agent shall specify a distribution account or securities account to which the face quantity is to be credited.

2.1.6 Authenticity and integrity of a DGC

(1) OeKB CSD ensures the authenticity and integrity of a DGC through

eingeschränkt/restricted

(a) Provision of a state-of-the-art electronic submission procedure to which only authorised users have access and which technically ensures the authenticity and integrity of the submitted information and declarations through appropriate security measures;

(b) Checks, on the basis of the powers of attorney provided by the issuer (see clause 2.3.1 para. 1), whether the holder of the function of Transfer Agent appears to be authorised by the issuer to issue the DGC, so that it is ensured that the rights evidenced by the DGC are established in the name and for the account of the issuer specified therein in the event of an issue; these checks do not apply if the issuer itself performs the function of transfer agent;

(c) Correct mapping of the duly submitted information as a DGC in a structured digital reference record (REDA-I) and in the supplementary information (REDA-II) in its Issuer Platform, as soon as these have been released by the holder of the function Transfer Agent;

(d) Provision of appropriate technical and organisational measures to prevent data loss or unauthorised data modification for the entire duration for which the DGC is created and remains in the Issuer Platform.

(2) By granting the release for a digital reference data record (REDA-I) including the supplementary information (REDA-II), the holder of the function Transfer Agent confirms with effect for anyone that the DGC created in OeKB CSD's Issuer Platform

(a) Is complete and corresponds with the issuer's intent,

(b) With regard to the provision of clause 2.1.3, shall securitise those rights which are created in the structured digital reference data record (REDA-I) and in the supplementary information (REDA II), and that the supplementary information (REDA-II) does not contradict the structured digital reference data record (REDA-I) in terms of content;

(c) Is covered by a power of attorney from the issuer granted to the holder of the function Transfer Agent, unless the issuer itself performs the function of transfer agent; and

(d) If it concerns investment certificates, has obtained all necessary regulatory approvals.

(3) OeKB CSD does not accept liability for the correctness and completeness of the information submitted in order to create a DGC in the Issuer Platform of OeKB CSD or for the presence of any necessary regulatory approvals.

2.1.7 Replacement of a physical global certificate (PGC) by a DGC

(1) Debentures, bonds and investment certificates evidenced by PGCs) and bearer certificates (art. 24 (b) DepotG) which are kept and administered by OeKB CSD as Issuer CSD may be replaced by digital global certificates (DGCs) (art. 24 (e) DepotG) without consent of the depositors and with unchanged conditions pursuant to art. 28 para. 3 DepotG by order of the issuer, provided that the issuer exercises the function of Transfer Agent for the relevant category of securities (ISIN), or the Substitution Agent appointed by the issuer for this purpose pursuant to Annex 41 (Power of attorney to replace PGCs with DGCs). The order for replacement must be placed with OeKB CSD in electronic form using the IT system (Issuer Platform) provided by OeKB CSD with reference to a specific securities category (ISIN).

(2) After the order for replacement has been issued, OeKB CSD prepares the digital reference data record (REDA-I) including the supplementary information (REDA-II) based on the information already available

eingeschränkt/restricted

to it. Further information which may be required for the creation of the replacing DGC (REDA-I, REDA-II) shall be disclosed to OeKB CSD by the instructing issuer or the Substitution Agent in electronic form via the IT system (Issuer Platform) provided by OeKB CSD for this purpose in accordance with the provisions of this section 2.1.

(3) The structured digital reference data record (REDA-I) and the supplementary information (REDA-II) shall be released by the instructing issuer or Substitution Agent via the IT system (Issuer Platform) provided by OeKB CSD for this purpose. By granting the release for a digital reference data record (REDA-I) including the supplementary information (REDA-II), the instructing issuer or Substitution Agent confirms beyond point 2.1.6 para 2 with effect vis-à-vis anyone that the substitution pursuant to section 28 para 3 DepotG takes place with unchanged conditions. OeKB CSD assumes no liability in this regard whatsoever.

(4) After the release has been granted the thus created replacing DGC replaces the PGC including securities conditions for all credit balances in this securities category on securities accounts of the SSS participants at OeKB CSD. OeKB CSD is authorized to credit the respective securities account holders with their share in the relevant DGC in accordance with their credit balance in the respective (unchanged) ISIN. The replaced PGC no longer certifies any rights from this point on.

(5) The replaced PGC including the securities conditions will be destroyed by OeKB CSD after the replacement has been completed.

2.2 Physical Securities Certificates and Securities Conditions

2.2.1 General information

(1) Securities in the form of physical global certificates (physical SU) or physical individual certificates (collectively: securities certificates) and physically securitised securities conditions are to be delivered to OeKB CSD in accordance with the more detailed provisions of Annex 6 (Guideline Management of Digital and Physical Securities). Such delivery of securities certificates must be announced by the holder of the securities account or distribution account to which the face quantity is to be credited by means of an instruction pursuant to clause 5.1 (2).

(2) The securities conditions are an integral part of the securities documents and subject to the verification of authenticity. They are unequivocally assigned to the securities certificate. The deposit of securities conditions can be conducted in physical or electronic manner as specified in the procedure described in Annex 6.

(3) Prerequisite for the acceptance of a securities certificate (including the securities conditions) for safekeeping and administration by OeKB CSD as Issuer CSD and its recording in the Issuer Platform of OeKB CSD is (i) the authenticity of the securities certificate determined within the scope of the validation of securities pursuant to clause 2.2.5 and (ii) the designation of the holders of functions required for the respective securities category pursuant to clause 2.2.3 in connection with clause 2.3 as well as (iii) the assignment of the securities positions pursuant to clause 2.2.2.

eingeschränkt/restricted

2.2.2 Assignment of securities positions

The holder of the securities account or distribution account to which the face quantity is to be credited shall instruct the crediting of the face quantity by issuing an instruction in accordance with clause 5.1 (2) for the face quantity to the credit of its securities account or distribution account and to the debit of technical account no. OCSD232100. The depositor shall present the confirmation of execution of this instruction as proof of deposit when depositing the securities certificate. OeKB CSD confirms the executed deposit of securities on the physical deposit advice note in accordance with Annex 6 (Guideline Management of Digital and Physical Securities).

2.2.3 Definition of the holders of functions

On the securities certificate, the issuer shall specify the names of the holders of the functions which are required for the safekeeping and administration of the corresponding securities by OeKB CSD as Issuer CSD pursuant to clause 2.3.

An imminent legal succession in the function of issuer for a physical SU must be notified by means of a completed Annex 7.1.

2.2.4 Information about the public status and details relating to section 871(m) of the US Internal Revenue Code 1986

On the supplement, the issuer shall disclose pursuant to Annex 45 (Information on the Public Status and details relating to section 871(m) US IRS) whether the security is issued as a public issue or as a private issue and if the security is subject to section 871(m) of the US Internal Revenue Code 1986.

2.2.5 Validation of securities at the acceptance of securities certificates for safekeeping and administration by OeKB CSD as Issuer CSD

(1) The validation of securities by OeKB CSD as Issuer CSD includes, at the acceptance of a securities certificate for safekeeping and administration, the validation of its authenticity in accordance with the detailed provisions of this clause 2.2.5.

(2) The acceptance of securities for safekeeping and administration by OeKB CSD as Issuer CSD and their recording in the Issuer Platform of OeKB CSD presupposes that the deposited securities certificate 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.

(3) OeKB CSD may request that a securities inspector validates the compliance with the conditions in paragraph 2 (a), (b) and (c) and confirms it on the securities certificate by legally binding signature (art. 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.

eingeschränkt/restricted

2.3 Functions for the Safekeeping and Administration of Securities by OeKB CSD as Issuer CSD

2.3.1 Function Transfer Agent

(1) For each securities category issued or to be issued which OeKB CSD keeps and administers as Issuer CSD and for which at least one of the functions in paragraph 7 is exercised, the issuer shall designate a single holder of the function Transfer Agent. In the case of DGCs, the holder of the function Transfer Agent shall be determined in accordance with the provisions of paragraphs 3 and 4. In the case of physical SUs, the holder of the function transfer agent shall be indicated in writing on the securities certificate and confirmed by the legally binding signature of the holder of the transfer agent function. The holder of the function Transfer Agent specified for a securities category is obliged to exercise this function until the issuer has designated a new holder of the function Transfer Agent. This shall be done in the case of DGCs in accordance with the provisions of paragraphs 3 and 4 and in the case of physical SUs by submitting Annex 7 (Determination of new function holders), signed by the issuer and the new function holder.

(2) For each securities category which OeKB CSD already holds in custody and administers as Issuer CSD on the day the Issuer Platform goes into operation and for which the performance of at least one of the duties pursuant to paragraph 7 lit (d), (e) or (f) is required, the function holder designated as authorised in OeKB CSD's Issuer Platform on the day of the Issuer Platform's start of operation shall also be the holder of the Transfer Agent function as of that day, as long as the Issuer has not appointed for this category of securities a new holder of the function Transfer Agent.

(3) If an issuer itself intends to exercise the function Transfer Agent for securities issued by itself, it shall notify OeKB CSD thereof using the declarations provided for this purpose in Annex 43 (Sample Declarations regarding the exercise of the Transfer Agent function by the Issuer) either for a specific securities category (individual declaration) or for an unspecified number of securities categories (generic declaration). The provisions of this section shall apply mutatis mutandis to the issuer and its declaration in such case.

(4) If the issuer does not exercise this function itself, it shall authorise a holder of the function Transfer Agent and notify OeKB CSD thereof. The authorisation shall take the form of either an individual power of attorney for a specific securities category or a generic power of attorney for an unspecified number of securities categories of one or more types of securities. A generic power of attorney may only be granted to a single holder of the function Transfer Agent at any given time. For this purpose, the issuer shall use the sample powers of attorney contained in Annex 42 (Sample Power of Attorney Transfer Agent). Powers of attorney shall be granted by the issuer for an indefinite period but may be terminated pro futuro by the issuer (but not by the transfer agent) at any time, provided that a new holder of the function Transfer Agent is specified by the issuer at the same time. The issuer must provide OeKB CSD with the original written power of attorney. Without prejudice to the power of attorney granted to the holder of the function Transfer Agent, the issuer shall always have the possibility to perform the duties under paragraph 7 in respect of securities issued by it.

eingeschränkt/restricted

(5) Holders of the function Transfer Agent may be:

(a) Credit institutions and investment firms with their registered office in an EEA Contracting Party or an OECD member state if they are authorised to jointly issue securities with others and to provide services in this respect (loro issuance) and if they hold their own BIC (Business Identifier Code);

(b) Public bodies charged with or involved in the management of public debt in an EU Member State, with regard to the debt securities and money market instruments they manage; and

(c) Issuers, for the securities categories they themselves issue, provided they have a LEI (Legal Entity Identifier) and sufficient experience on the Austrian capital market.

(6) The holder of the function Transfer Agent has to be the holder of at least one securities account or one distribution account with OeKB CSD. This requirement does not apply if the holder of the function Transfer Agent only replaces a physical SU by a DGC (clause 2.1.7), for which an increase or decrease of the face quantity is not possible under the securities conditions.

(7) The duties of the holders of the function Transfer Agent, which they perform in the name and for the account of the issuer with effect for anyone, are:

(a) Submitting of the information for the creation of DGCs, including the disclosure of the holders of the functions Paying Agent and Information Agent, and of any changes to the function holders, if relevant for the respective securities category, under its own responsibility and with the assurance that the disclosed function holders are sufficiently authorised by the issuer to perform their respective functions;

(b) Release of digital reference data records (REDA I) and the electronically transmitted supplementary information (REDA II) for DGCs;

(c) Submitting of instructions for the initial booking of DGCs to a distribution account or a securities account in the SSS of OeKB CSD;

(d) Submitting of instructions of the transaction type Change Quantity, instruction type Increase, to increase the face quantity of digital or physical SUs;

(e) Submitting of instructions of the transaction type Change Quantity, instruction type Decrease, to decrease the face quantity of digital or physical SUs; and

(f) Deposit of amended fund terms for investment certificates under the Austrian Investment Fund Act 2011 (Investmentfondsgesetz, InvFG 2011, Federal Law Gazette No. 77/2011) and the Austrian Real Estate Investment Fund Act (Investmentfondsgesetz, ImmoInvFG, Federal Law Gazette No. 80/2003), under its own responsibility and with the assurance that all necessary regulatory approvals have been obtained, unless the issuer itself carries out the deposit of amended fund terms.

(g) In the case of digital global certificates, the submitting of orders which are necessary in order to reflect in securities, in accordance with the substantive legal situation and the terms and conditions of the securities, additions and changes to the securitised right which result directly from the causal relationship underlying the securitisation without regard to the securitisation or which serve to correct obvious inaccuracies (sec. 2.7.2), and of orders to make constitutive supplements or amendments to securitised rights which only come into existence as a result of the securitisation (sec. 2.7.3).

eingeschränkt/restricted

2.3.2 Function Paying Agent

(1) For each securities category issued or to be issued which OeKB CSD keeps and administers as Issuer CSD the issuer shall designate a single holder of the function Paying Agent. The holder of the function Paying Agent specified for a securities category is obliged to exercise this function until the issuer has designated a new holder of the function Paying Agent.

(2) In the case of DGCs, the holder of the function Paying Agent is listed in the information for the reference data record (REDA-I) submitted by the Transfer Agent. In the case of physical SUs, the holder of the function Paying Agent must be indicated in writing on the securities certificate and confirmed by legally binding signature by the holder of the function Paying Agent. In the case of DGCs, a change of the holder of the function Paying Agent shall be effected by notification by the holder of the function Transfer Agent pursuant to section 2.3.1 para 7 lit (a) and, in the case of physical SUs, by submission of Annex 7 (Determination of new function holder) signed by the issuer and the new function holder.

(3) Holders of the function Paying Agent may be:

(a) Credit institutions and investment firms with their registered office in an EEA Contracting Party or an OECD member state if they hold their own BIC (Business Identifier Code), given this prerequisite also the issuer itself; and

(b) Public bodies charged with or involved in the management of public debt in an EU Member State, with regard to the debt securities and money market instruments they manage.

(4) For payments in Euro, the holder of the function Paying Agent must have a DCA, for payments in foreign currencies a corresponding cash account held with OeKB CSD.

(5) The holder of the function Paying Agent is tasked to execute payments by the issuer in its name and for its account for securities which OeKB CSD keeps and administers as Issuer CSD.

(6) The holder of the function Paying Agent shall communicate with OeKB CSD via the communication method as described in Annex 11 (Guideline Income Collection for Securities Due).

2.3.3 Function Information Agent

(1) For each securities category issued or to be issued which OeKB CSD keeps and administers as Issuer CSD the issuer shall designate a single holder of the function Information Agent if the securities category requires that the function as described in paragraph 4 be exercised. The specified holder of the function Information Agent is obliged to exercise this function until the issuer has designated a new holder of the function Information Agent.

(2) In the case of DGCs, the holder of the function Information Agent is listed in the information for the reference data record (REDA-I) submitted by the Transfer Agent. In the case of physical SUs, the holder of the function Information Agent must be indicated in writing on the securities certificate and confirmed by legally binding signature by the holder of the function Information Agent. In the case of DGCs, a change of the holder of the function Information Agent shall be effected by means of notification by the holder of the function Transfer Agent pursuant to section 2.3.1 para 7 lit (a) and, in the case of physical SUs, by submitting Annex 7 (Determination of new function holder), signed by the issuer and the new function holder.

eingeschränkt/restricted

(3) Every legal person with its registered office in an EEA Contracting Party or an OECD member state can hold the function Information Agent, given this prerequisite also the issuer itself.

(4) For securities which OeKB CSD keeps and administers as Issuer CSD, the information Agent is tasked to submit relevant orders and make information known to OeKB CSD,

(a) Which it needs to calculate and redeem the payments to be made by the issuer, unless they are communicated to it by OeKB AG within the scope of the transmission of data (concerns information on fund distributions and capital repayments with write-offs),

(b) Which are to be communicated to the securities account holders in accordance with Annex 6 (Guideline Management of Digital and Physical Securities) unless the information is communicated to OeKB CSD by OeKB AG within the framework of its system for the transmission and forwarding of investment fund measures or by OeKB AG in the context of the transmission of data (concerns information on investment fund distributions and capital repayments with write-offs).

(5) The holder of the function Information Agent shall communicate with OeKB CSD via the communication method as described in Annex 6 (Guideline Management of Digital and Physical Securities).

2.3.4 Function Corporate Action Agent

(1) For each securities category issued which OeKB CSD keeps and administers as Issuer CSD the issuer shall in time designate a holder of the function Corporate Action Agent as soon as the securities category requires that the function as described in para. 3 be exercised. In case that the holder of the function Information Agent performs tasks according to para. 3, he shall also be deemed to be the holder of the function Corporate Action Agent.

(2) Credit institutions and investment firms with their registered office in an EEA Contracting Party or an OECD member state can hold the function Corporate Action Agent if they hold their own BIC (Business Identifier Code), given this prerequisite also the issuer itself.

(3) The holder of the function Corporate Action Agent is tasked to give OeKB CSD, in the name and for the account of the issuer with effect for anyone, for the purpose of safekeeping and administration of securities which OeKB CSD keeps and administers as Issuer CSD such orders and information as are necessary for the execution of a corporate action in each individual case. This applies in particular to capital increases, capital decreases, mergers and the crediting and debiting of subscription rights and bonus shares. In doing so, it shall ensure that the securitised right accurately reflects the existing legal situation and that the orders submitted by it to amend the above are complete, in due form, and in accordance with the material Austrian law and the securities conditions. The holder of the function Corporate Action Agent is obliged to give orders for amendments of the securitised right only if this is covered by (a) a law, (b) a legal transaction, (c) an enforceable court decision, or (d) an enforceable administrative act.

(4) The holder of the function Corporate Action Agent shall communicate with OeKB CSD via the communication method as described in Annex 6 (Guideline Management of Digital and Physical Securities).

eingeschränkt/restricted

2.3.5 Function General Meetings Agent

(1) For each securities category issued or to be issued which OeKB CSD keeps and administers as Issuer CSD the issuer shall in time designate a single holder of the function General Meetings Agent if the securities category requires that the function as described in para. 3 be exercised. The specified holder of the function General Meetings Agent is obliged to exercise this function until the issuer has designated a new holder of the function General Meetings Agent.

(2) Every legal person with its registered office in an EEA Contracting Party or an OECD member state can hold the function General Meetings Agent, given this prerequisite also the issuer itself.

(3) The holder of the function General Meetings Agent is tasked to give OeKB CSD information on general meetings in accordance with the relevant provisions of the Stock Exchange Act 2018, Directive 2007/36/EC on the exercise of certain rights of shareholders in listed companies (as last amended by the Shareholders' Rights Directive (EU) 2017/828), and the Commission Implementing Regulation (EU) 2018/1212.

(4) The holder of the function General Meetings Agent shall communicate with OeKB CSD via the communication method as described in Annex 6 (Guideline Management of Digital and Physical Securities).

2.3.6 Function Disclosure Agent

(1) For each securities category issued which OeKB CSD keeps and administers as Issuer CSD the issuer shall in time designate a single holder of the function Disclosure Agent as soon as the securities category requires that the function as described in para. 3 be exercised.

(2) Every legal person with its registered office in an EEA Contracting Party or an OECD member state can hold the function Disclosure Agent, given this prerequisite also the issuer itself.

(3) The holder of the function Disclosure Agent is tasked to give OeKB CSD information on the identity of shareholders and their shareholdings in accordance with the relevant provisions of the Stock Exchange Act 2018, Directive 2007/36/EC on the exercise of certain rights of shareholders in listed companies (as last amended by the Shareholders' Rights Directive (EU) 2017/828), and the Commission Implementing Regulation (EU) 2018/1212.

(4) The holder of the function Disclosure Agent shall communicate with OeKB CSD via the communication method as described in Annex 6.

2.4 Recording of Rights in the Form of Securities

2.4.1 General information

Securities which have been taken over by OeKB CSD as Issuer CSD for safekeeping and administration will be recorded by OeKB CSD according to the allocation of the securities positions made by the holder of the function Transfer Agent according to clause 2.1.5 or the depositor according to clause 2.2.2 by booking them in the book-entry system. The securitised rights represented by the DGC or by securities certificates are recorded on securities accounts in the amount of the issued quantity.

eingeschränkt/restricted

2.4.2 Distribution account

(1) Exactly one distribution account, over which the respective Transfer Agent is authorised to dispose, can be allocated to a securities category. The part of the face quantity of a security category that is not booked to securities accounts is recorded in this distribution account. The distribution account can also be used to record an unissued own quota.

(2) The distribution account is not a securities account within the meaning of the DepotG. The part of the face quantity recorded thereon is considered as not issued by OeKB CSD as Issuer CSD. The part of the face quantity recorded in a securities category in the distribution account (distribution account quantity) may be disposed of in whole or in part by crediting it in the form of securities to one or more securities accounts in the SSS or by increasing or decreasing the face quantity. The distribution account quantity always corresponds to the difference between the face quantity and the sum of the total securities positions booked on securities accounts in this securities category (issued quantity).

2.4.3 Recording of rights in the form of securities

The recording of rights in the form of securities takes place by way of bookings in the book-entry system as credit bookings in securities accounts. As a result, the securities positions of a securities category recorded on securities accounts (issued quantity) always correspond to the difference between the face quantity and the distribution account quantity.

2.5 Increases and Decreases of the Face Quantity (Change Quantity)

(1) With instructions of the transaction type Change Quantity, the holder of the function Transfer Agent instructs the increase or decrease of the face quantity for securities whose DGC or securities certificates provide for this, to the credit of or to the debit of the distribution account or one of its securities accounts.

(2) In the case of DGCs, the increase or decrease in face quantity is recorded in the structured digital reference data record (REDA-I).

(3) In the case of physical SUs, no notes about the increase or decrease of the face quantity will be made on the securities certificate in the vault of OeKB CSD. Instead, these will be recorded in the booking records on the Issuer Platform of OeKB CSD. Notes on changes of the face quantity will only be made on the securities certificate (continuation sheet) in the course of a withdrawal and will be confirmed by two authorised employees of OeKB CSD.

2.6 Denying the Acceptance of Securities

(1) In accordance with the provisions in this section, OeKB CSD as Issuer CSD may deny to create DGCs, or to accept certificates for safekeeping and administration, or to record the increase or decrease of the intended volume of an issue (face quantity). In that case it shall inform the issuer in writing of the reasons for the denial within three months at the latest.

(2) A denial to accept securities pursuant to para. 1 may in particular be made if

eingeschränkt/restricted

(a) The digital reference data record (REDA-I) and the supplementary information (REDA-II) required for the creation of DGCs are incomplete or are not transmitted and released in accordance with the specifications of OeKB CSD;

(b) In the case of securities certificates, the confirmation of authenticity pursuant to clause 2.2.5 para. 3 is not provided by the securities inspector;

(c) In the case of orders to increase the face quantity, the DGC or the securities certificates do not permit this;

(d) The rejection is based on a comprehensive risk assessment according to Annex 33 (Risk Assessment in the Course of the Acceptance of a Security in Custody and Administration of OeKB CSD as Issuer CSD) which precludes the safekeeping and administration by OeKB CSD as Issuer CSD or an increase of the face quantity of securities kept on the Issuer Platform.

(3) In accordance with Article 49 para. 4 CSDR, issuers have the right to appeal against the rejection to the Austrian Financial Market Authority (FMA) who is the responsible public body for OeKB CSD.

2.7 Supplements and Amendments of Securities which OeKB CSD keeps and administers as Issuer CSD

2.7.1 General information

(1) For securities recorded with it in the SSS through bookings in its book-entry system, which it has taken over as Issuer CSD for safekeeping and administration, OeKB CSD ensures the authenticity and integrity for the entire duration of their safekeeping.

(2) Supplements or amendments to the securitised rights and corresponding entries in the SSS shall only be made by OeKB CSD if this is necessary to correct obvious inaccuracies or is covered by a law, a legal transaction, an enforceable court decision, or an enforceable administrative act and OeKB CSD is given the necessary instructions and provided with the necessary information to do so in accordance with the provisions of this section.

2.7.2 Declaratory supplements and amendments

(1) Orders to add declaratory supplements or amendments to securitised rights which result directly from the causal relationship underlying the securitisation without regard to the securitisation or which serve to correct obvious inaccuracies shall be given to OeKB CSD in the case of digital global certificates by the holder of the function Transfer Agent (sec. 2.3.1. para. 7 lit g) pursuant to section 2.7.5 para. 1 and in the case of physical global certificates by the issuer or an authorised representative pursuant to sec. 2.7.5 para. 2 in accordance with the communication procedure described in Annex 6. This applies in particular to changes in the company name or the registered office, and changes of the function holders.

(2) The holder of the function Transfer Agent shall be responsible for ensuring that the declaratory supplement or amendment orders issued by it comply with the requirements of clause 2.7.1 para. 2.

eingeschränkt/restricted

2.7.3 Constitutive supplements and amendments

(1) Orders to make constitutive supplements or amendments to securitised rights which only come into existence as a result of the securitisation,

(a) Are issued in the case of digital global certificates by the holder of the function Transfer Agent, and

(b) Are issued in the case of physical global certificates by the issuer or a person authorised by it.

(2) Orders to make constitutive supplements and changes will be given according to the communication procedure described in Annex 6 and will only be executed if OeKB CSD has received approvals for this from all securities account holders who have a credit balance in the relevant securities category. In the event of the appointment of a curator under the Trustees Act (KurG), the curator shall (also) have the power to issue the permit, provided that the curator's mandate includes this.

(3) The holder of the function Transfer Agent or the issuer or its authorised representative shall be responsible for ensuring that the constitutive supplement or amendment orders issued by it comply with the requirements of clause 2.7.1 para. 2.

2.7.4 Deposit of amended fund terms

The holder of the function Transfer Agent or alternatively OeKB AG within the framework of its transmission and deposit system pursuant to the Transmission and Deposit Regulation (Übermittlungs- und Hinterlegungsverordnung – ÜHV) carries out deposits of amended fund terms for investment certificates under the Austrian Investment Fund Act 2011 (InvFG 2011) and the Austrian Real Estate Investment Fund Act (ImmoInvFG) if the necessary approvals according to the above stated laws have been obtained (clause 2.3.1 para. 4 (f)). Approval by the securities account holder as in clause 2.7.3 (1) is not required.

2.7.5 Processing of supplements or amendments

(1) Supplements or amendments to the securitised right are commissioned in the case of DGCs by submitting the order to carry out the corresponding amendment to the digital reference data record (REDA I, REDA II). The modification of the digital reference data record (REDA I) and the electronically submitted supplementary information (REDA II) are recorded at the time they enter into force. The provisions of clause 2.1 on the creation of a DGC shall apply mutatis mutandis. Modified data remain visible as historical data in the digital reference data record (REDA I) and in the electronically transmitted supplementary information (REDA II) for the entire duration of the safekeeping and administration of the security by OeKB CSD.

(2) Supplements or amendments to the securitised right are commissioned in the case of physical SUs by submitting the order to amend securities certificates and securities conditions accordingly. If, in the course of the execution of orders according to clauses 2.7.2 and 2.7.3, supplemented or amended physical securities certificates or securities conditions are deposited, OeKB CSD shall accept them for safekeeping and administration with a note on the date of their entry into force. Securities certificates and securities conditions already in safekeeping shall not be withdrawn concurrently but shall remain in safekeeping. Notes on supplements and amendments to the securitised right shall be made on the securities certificate (continuation sheet) in the course of a withdrawal in accordance with clause 2.11 in

eingeschränkt/restricted

conjunction with clause 5.1 para. 2 and in the course of a withdrawal in accordance with clause 2.12.1 and will be confirmed by two authorised employees of OeKB CSD.

2.8 Public Status of Securities in Safekeeping (OeKB CSD -Securities Vista)

(1) Concerning the securities which it keeps and administers as Issuer CSD and for which it has been granted a waiver from banking secrecy (art. 38 Austrian Banking Act, Bankwesengesetz (BWG), Federal Law Gazette No. 532/1993), OeKB CSD has the right to publish in its Securities Vista system all information related to a security which is electronically recorded in the Issuer Platform. The nature of this information is described in more detail in Annex 44 (Information Disclosed in Public Issues / Securities Vista). Other information, such as securities account balances and instructions, is not published in the Securities Vista system.

(2) The waiver from banking secrecy to the extent of para. 1 shall take place

(a) For digital global certificates, by the holder of the function Transfer Agent qualifying the relevant securities category as publicly viewable (public issue) in REDA I according to clause 2.1.5 prior to granting the release, and

(b) For physical global certificates by the issuer qualifying the relevant securities category as publicly viewable (public issue) on the supplement pursuant to Annex 45 (Information on the Public Status and details relating to section 871(m) US IRS) in accordance with clause 2.2.4.

(3) In the interest of a transparent capital market, the waiver from banking secrecy also applies to all securities account holders and is implicitly accepted by them due to their participation in the SSS of OeKB CSD.

(4) Information on securities for which OeKB CSD has not been granted a waiver from banking secrecy according to para. 2 (private issues) will not be published in the Securities Vista system according to para. 1. They are treated by OeKB CSD in accordance with the provisions of art. 38 of the Austrian Banking Act.

2.9 Daily Verification of the Integrity of Securities which OeKB CSD Keeps and Administers Itself as Issuer CSD

(1) 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 in the SSS operated by OeKB CSD (Reconciliation against the total volume of securities in safekeeping as Issuer CSD).

(2) By the daily verification of the integrity for every security OeKB CSD keeps and administers itself as Issuer CSD it ensures that

(a) the Distribution Account Quantity is always equal to the difference between the Face Quantity and the Issued Quantity;

(b) the Issued Quantity is always equal to the difference between the Face Quantity and the Distribution Account Quantity; and

eingeschränkt/restricted

(c) the sum of the Issued Quantity and the Distribution Account Quantity is always equal to the Face Quantity.

2.10 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 redeems securities due and payable in cash.Pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due), OeKB CSD requests that the holder of the function Paying Agent shall make money available for payments due on the cash account specified by OeKB CSD on the due date. OeKB CSD does not redeem securities due which are not payable in cash.

(2) The determination of the amount for the securities due is carried out by OeKB CSD, no liability assumed for correctness according to the procedure described in annex 11 (Guideline Income Collection for Securities Due), based on information provided to OeKB CSD by the holder of the function Information Agent and taking into consideration any instructions issued by the holders of a securities account to not collect income for securities as well as taking into consideration any instructions issued by the holders of a securities account to collect income for securities without deduction of the Austrian withholding tax to the extent that the issuer or the holder of the function Paying Agent does not object to such information. The information to collect income for securities due without deduction of Austrian withholding tax must be checked for accuracy by the issuer or the holder of the function 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”, which are subject to US withholding tax according to section 871(m) of the US Internal Revenue Code of 1986, Annex 32 (see also clause 6.2.3 para. 3) shall apply.

(3) The holder of the function Paying Agent has 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 holder of the function Paying Agent notifies OeKB CSD pursuant to the procedure as described in Annex 11 (Guideline Income Collection for Securities Due) on the maturity date about such securities categories for which a disbursement shall not occur or take place at a later date. In regard to securities categories for which disbursement has been postponed, the holder of the function Paying Agent may notify OeKB CSD at any time that the disbursement can be effected.

(5) Cash amounts which have been provided pursuant to para. 3 and in respect of which no notification pursuant to para. 4 has been sent, will be debited from the cash account of the holder of the function Paying Agent, which is maintained for settlement purposes, on the maturity date. The forwarding to cash accounts of the holders of securities accounts is made on the same day, if the instruction has been issued by the time specified in Annex 11 (Guideline Income Collection for Securities Due).

(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.

eingeschränkt/restricted

(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) in case of multiple securities due of one securities category shall be used for the collection of income of the oldest security due of this securities category and (b) in case of securities due of several different securities categories shall be used for the income collection for securities due of those securities categories which are named to OeKB CSD by the holder of the function Paying Agent, whereby the use in case of several securities due of one securities category shall be made according to lit. (a).

(8) While the security is kept with OeKB CSD as Issuer CSD, notes on redeemed coupons shall be recorded in the Issuer Platform of OeKB CSD for accounting purposes. In the case of physical securities certificates, such notes will be made on the securities certificate (continuation sheet) in the course of a withdrawal and will be confirmed by two authorised employees of OeKB CSD.

(9) An income collection for securities due based on coupons with a negative interest rate does not take place.

2.11 Withdrawal of Physical Securities Certificates

(1) The withdrawal of physical securities certificates shall be instructed in accordance with clause 5.1 (3). The booking date on the securities account is the day on which the withdrawal from the collective securities position took place.

(2) If the withdrawal is effected at the Securities Counter of OeKB CSD's vault, the confirmation of execution of the instruction according to para. 1 duly signed by the instructing party shall be presented as proof of withdrawal when taking over the securities certificate. The recipient of the withdrawn security certificate(s) shall identify himself/herself to OeKB CSD by means of an official photo identification. The withdrawal by OeKB CSD must be confirmed on the Counterfoil for Receipt by the recipient of the securities certificates to be withdrawn.

(3) The instructing party may instruct OeKB CSD in the instruction pursuant to clause 5.1 (3) to deliver the securities by post in the manner specified by the instructing party to the address specified in the instruction. The risk of dispatching securities is borne by the instructing party. If the type of dispatch is not determined by the instructing party, OeKB CSD determines the method of dispatch and insures the consignment at the cost of the instructing party.

(4) Individual physical securities are withdrawn with a simple list of serial numbers.

(5) Defects of securities withdrawn must be reported immediately in writing by mail (notice of defects). In case unresolved defects are not reported within ten T2S Opening Days (days of operation), claims resulting from the defect cannot be raised anymore. To comply with these deadlines, it suffices that the notice be posted by registered mail before the deadline has expired.

(6) The customer may instruct OeKB CSD pursuant to section 5.1 para 3 to destroy the securities to be delivered and to issue a destruction protocol, which is available via the IT system (Issuer Platform) provided by OeKB CSD for this purpose.

(7) The securities categories listed in Annex 12 (Securities Categories Exempt from Withdrawal) as amended and available on the website of OeKB CSD shall be deemed unavailable for withdrawal from the OeKB CSD vault.

eingeschränkt/restricted

2.12 General Services in the Administration of Securities

2.12.1 Securities stripped of certificate rights

Securities stripped of the associated rights are marked as such and are taken out of the ICT System of OeKB CSD. If these are physical securities certificates, they will be given to the issuer or the holder of the function Paying Agent on request which needs to be made to OeKB CSD within a period of 30 days. Securities certificates which were not withdrawn will be destroyed and a certificate of destruction will be set up and handed to the issuer or the holder of the function Paying Agent on request.

2.12.2 Redemption through delivery of other securities

In regard to securities which are redeemed by the delivery of other securities the provisions of section clause 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.

2.13 MERCUR Information

(1) MERCUR is a gazette of called physical securities and similar documents according to the Austrian Act on Invalidation (Kraftloserklärungsgesetz), KEG, Federal Law Gazette No. 86/1951, 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.

2.14 "Securities Information"

(1) The Securities information is an information medium for the customers of OeKB CSD. 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.

eingeschränkt/restricted

2.15 Sample of Physical Securities Certificates

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

eingeschränkt/restricted

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 lit (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 with their registered office in an EEA Contracting Party or a member state of the OECD if they are authorised to keep and administer securities for others (custody business);

(b) Investment firms having their registered office in an EEA Contracting Party or in a member state of the OECD, if they are authorised keep and administer securities for others (custody business);

(c) CSDs authorised under CSDR and third-country CSDs

(d) Central counterparties authorised under EMIR and central counterparties with their registered office in a third country;

(e) Members of ESCB

(f) Public bodies charged with or involved in the management of public debt in an EU Member State;

(g) EEA Contracting Parties and legal entities governed by public law and established under the laws of an EEA Contracting Party or its Member States;

(h) Legal entities in which only EEA Contracting Parties or their Member States or central banks of EEA Contracting Parties hold shares;

(i) Trading venues as defined in Article 4 para. 1 of Directive 2014/65/EU.

Pursuant to clause 1.1 (2) OeKB CSD is a Securities Settlement System (SSS) according to art. 2 para. 2 of the Austrian Finality Act. 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.

(4) If the prerequisites are fulfilled, each legal entity may maintain any number of securities accounts with OeKB CSD.

eingeschränkt/restricted

(5) The securities account's name may be chosen freely by the securities account holder and shall have no effect on the qualification of the securities account pursuant to clause 3.2.2.

(6) Securities account holders may be obliged to participate in the annual test of the default of one or more participants if there are not enough voluntary participants with sufficient diversity for default scenarios.

3.2 Securities Accounts

3.2.1 Options to block the processing of instructions

OeKB CSD supports the following options to block the processing of instructions:

(1) Securities accounts without blocking (No constraints);

(2) Securities accounts with blocking for processing of instructions RFP, RVP, RWP (Receives blocked) and administration of the blocking by OeKB CSD according to individual contracts .;

(3) Securities accounts with blocking for processing of instructions DFP, DVP, DWP (Deliveries blocked) and administration of the blocking by OeKB CSD according to individual contracts;

(4) Securities accounts with blocking for processing of instructions DFP, DVP, DWP, RFP, RVP, RWP (Deliveries and Receives blocked) and administration of the blocking by OeKB CSD according to individual contracts.

The consent of the authorised party to the unblocking within the meaning of this clause 3.2.1 shall be irrevocable upon its receipt by OeKB CSD.

3.2.2 Types of securities accounts

Securities account holders may determine the following types of securities accounts within the meaning of Art. 55 para 3 lit b Commission Delegated Regulation 2017/392 using the form pursuant to Annex 13 (Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data):

(1) Individual client account

(2) Omnibus client account

Securities account holders pursuant to item 3.1.(1)(a) of the GTC as well as securities account holders pursuant to item 3.1.(1)(c), (d) and (e) of the GTC having their registered office outside Austria and without a branch in Austria may additionally determine the following type of account within the meaning of Article 55(3)(b) of Commission Delegated Regulation (EU) 2017/392:

(3) participant's own account: the designation of a securities account as a participant's own account shall be deemed to be a written notification pursuant to the Austrian Securities Deposit Act that the securities booked on this securities account are the property of the participant.

eingeschränkt/restricted

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 itself in the system made available by OeKB CSD.

(4) 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. Clause 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 (art. 4 (1) Austrian Securities Deposit 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.

eingeschränkt/restricted

(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 (art. 2 (1) Austrian Securities Deposit 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 with a custodian.

(8) Booking as ST means ownership of the securities account holder of specific securities of a certain category.

(9) Booking as WR is made if a booking as GS is not possible.

(10) Booking as AR 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 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) DepotG, 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 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 regard 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.

eingeschränkt/restricted

(3) For the issuing of confirmations of holdings to certify shareholdership the procedures pursuant to Annex 14 (Confirmations of Holdings) and Annex 23 (Issuing of Instructions Asset Servicing) must be observed.

3.8 Daily Check of the Securities Holdings Kept and Administrated by the OeKB CSD as an Investor CSD with a Custodian

Daily at the end of the day, OeKB CSD reconciles the volume of each security, which it keeps and administers 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, Response to Disclosure Requests

(1) With the exception of credit balances on securities accounts designated by the securities account holder as participant's own account pursuant to clause 3.2.2 (1), OeKB CSD will deem the securities booked on 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 account holders and cash account holders. This does not apply to credit balances on securities accounts which have been designated as participant's own account by the securities account holder pursuant to clause 3.2.2 (1).

(3) OeKB CSD shall respond to disclosure requests which it has received from the holder of the function Disclosure Agent in accordance with clause 2.3.6 or from a custodian for securities which it keeps and administers as Investor CSD with a custodian within the meaning of the Shareholders' Rights Directive II EU 2017/828 by means of a notification, taking into account any threshold stated in the disclosure request exclusively concerning the securities holdings on the record date. OeKB CSD does not accept any responses to disclosure requests from securities 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.

eingeschränkt/restricted

(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 units to the securities accounts involved.

3.12 Differences and Errors Discovered in the Reconciliation Process

OeKB CSD analyses all the differences and errors discovered in the daily reconciliation process according to clause 2.9 (reconciliation against the total volume of securities kept and administered as Issuer CSD) and clause 3.8 (reconciliation against the total volume of securities kept and administered with a custodian) and strives to resolve them before the start of the settlement on the following T2S Opening Day (day of operation). In case more or fewer securities are registered in T2S 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 clause 2.9) or registered in the ICT systems of its custodians (reconciliation according to clause 3.8) and if such difference cannot be corrected until the end of the following T2S Opening Day (day of operation) at the latest, OeKB CSD will suspend the settlement of the relevant security until the difference is corrected.

eingeschränkt/restricted

4. Cash Account Administration

4.1 Cash Account Holder

(1) Cash account holders can only be participants of the SSS of OeKB CSD in accordance with Annex 16 (List of Participants of SSS/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.

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 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 itself 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. clause 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.

eingeschränkt/restricted

(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).

Should the holder of the securities account fail to effect the endowment of a foreign currency account within a reasonable period of time, OeKB CSD reserves the right to effect the endowment of the foreign currency account by debiting the EUR account of the holder of the securities account and subsequently converting the respective amount, provided that this is required for the settlement of pending instructions (in particular in connection with clause 6.2.8, 6.3.2 and 6.3.7).

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 clause 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 clause 4.6 (1) (b) by means of an instruction as stipulated in clause 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.

eingeschränkt/restricted

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 Intra, instruction type RFP, to the debit of the technical account OCSD232100

By instructions of the transaction type Intra, instruction type RFP, to the debit of the technical account OCSD232100, the holder of a securities account or a distribution account orders the allocation of the securities positions of a physical securities certificate, which has been taken over for safekeeping and administration by OeKB CSD as Issuer CSD, to the benefit of this securities account or distribution account. The Intended Settlement Date of the instruction shall be the second T2S Opening Day after the receipt of the certificate by OeKB CSD.

(3) Instructions of transaction type Intra, instruction type DFP, to the credit of the technical account OCSD264900

By instructions of the transaction type Intra, instruction type DFP, to the credit of the technical account OCSD264900 the holder of a securities account or a distribution account orders the withdrawal of a physical securities certificate from the safekeeping of OeKB CSD as Issuer CSD. The Intended Settlement Date of the instruction shall be the second T2S Opening Day after the instruction has been given.

eingeschränkt/restricted

(4) 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 administer 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)

(5) 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 administer OeKB CSD's securities account in securities which OeKB CSD keeps and administers as Investor CSD with said 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)

(6) Instructions of transaction type Change Quantity

By instructions of the transaction type Change Quantity the holder of the function Transfer Agent orders the increase or decrease of the face quantity for a security which OeKB CSD keeps and administers itself as Issuer CSD and whose conditions provide for this, to the credit of or to the debit of the distribution account or one of the transfer agent’s securities accounts.

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

(a) Increase: increase of the face quantity

(b) Decrease: decrease of the face quantity

(7) Instructions of transaction type Intra-Position Movement

eingeschränkt/restricted

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 [SWIFT Manual])

For a description of the connection type ICP, please see Annex 8 (Guideline Settlement and Securities Account Administration).

(2) 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 these connection types, please refer to the 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 (with the exception of instructions of transaction type Change Quantity)

(4) Holders of the function Transfer Agent shall submit instructions of the transaction type Change Quantity in accordance with the procedures set out in Annex 6.

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

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 (art. 10 para. 2.

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

eingeschränkt/restricted

15 paras. 1 and 2) at the moment of which the instructions have been validated as compliant with the technical rules of T2S.

5.4 Matching of Instructions to Bookings 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 (art. 15 (1) p 3 Finality Act). Securities 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 their 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.

5.5 Settlement of Instructions for Bookings of Securities

(1) The settlement of instructions for bookings of securities is carried out by OeKB CSD in the form of bookings of securities on the IT platform T2S as specified in the procedure described in Annex 8 (Guideline Settlement and Securities Account Administration). The securities account holder is informed by OeKB CSD about the settlement carried out including the related booking of securities and its time.

(2) 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 securities account holder, payment and transfer orders already entered by that securities account holder are not affected. Such instructions remain unaffected by the opening of insolvency and do not expire due to the opening of insolvency. Billing statements and securities bookings on the basis of such instructions are not affected by the opening of the insolvency proceedings (art. 15 para. 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 securities account holder, OeKB CSD will not make any further validations of the instructions of this securities account holder in accordance with clause 5.3, if it has been informed in due course of the opening of the insolvency proceedings. After the moment in which

eingeschränkt/restricted

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 (art. 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 pursuant to Annex 15 (Guideline for Cash Account Administration)

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)

5.9 Automatic Cancellation of Instructions for Bookings of Securities

5.9.1 Automatic cancellation of an instruction of the transaction type intra

An instruction of the transaction type Intra with status “unmatched” will be automatically cancelled by OeKB CSD at the end of the 20th T2S Opening Day (day of operation) after its validation.

An instruction of the transaction type intra with status “matched” will be automatically cancelled by OeKB CSD after the Intended Settlement Date, if there has been no change in the status of the instruction over a period of sixty T2S Opening Days (days of operation) after the Intended Settlement Date.

eingeschränkt/restricted

5.9.2 Automatic cancellation of an instruction of the transaction type cross

An instruction of the transaction type Cross will be automatically cancelled by OeKB CSD, if the custodian of OeKB CSD automatically cancels the instruction with status “unmatched” which OeKB CSD gave it on the basis of the received instruction of the transaction type Cross.

An instruction of the transaction type Cross will be automatically cancelled by OeKB CSD, if the custodian of OeKB CSD automatically cancels the instruction with status “matched” which OeKB CSD gave it on the basis of the received instruction of the transaction type Cross.

5.10 Intended Settlement Date

5.10.1 Obligation to settle on the intended settlement date

(1) The securities account holder is obliged to take all measures necessary to ensure that the settlement of an instruction of the transaction type Intra issued by the securities account holder can be carried out on the Intended Settlement Date within the meaning of clause 5.5 para. 1 of the GTC.

(2) The securities account holder is obliged to take all measures necessary to ensure that the settlement of an instruction, issued by OeKB CSD to its custodian on the basis of the received instruction of the transaction type Cross or External can be carried out on the Intended Settlement Date in accordance with the rules of the custodian`s securities settlement system within the meaning of clause 5.5 para. 2 of the GTC.

5.10.2 Settlement fails penalties for failure to comply with the obligations pursuant to clause 5.10.1 in connection with instructions on CSD-eligible MiFID/MiFIR securities admitted to or traded on an EU trading venue

(1) In the event of a failure to comply with the obligation pursuant to clause 5.10.1 (1) of the GTC, OeKB CSD shall perform the calculation, breakdown, collection and distribution of the settlement fails penalties pursuant to Article 7 paras. 2 and 11 to 13 of the CSDR in connection with Articles 16 and 17 of Delegated Regulation (EU) No. 2018/1229 as amended and in conjunction with Delegated Regulation (EU) No. 2017/389 of the Commission as amended. OeKB CSD shall proceed according to the procedure described in Annex 26 (Settlement Discipline Regime). The securities account holder instructs OeKB CSD to collect the settlement fails penalties and instructs a Central Bank of the Eurosystem to debit the DCA announced by the securities account holder.

(2) In the event of a failure to comply with the obligation pursuant to clause 5.10.1 (2) of the GTC, the custodian of OeKB CSD shall perform the calculation, breakdown, collection and distribution of the settlement fails penalties pursuant to Article 7 paras. 2 and 11 to 13 of the CSDR in connection with Articles 16 and 17 of Delegated Regulation (EU) No. 2018/1229 as amended and in conjunction with Delegated Regulation (EU) No. 2017/389 of the Commission as amended. The securities account holder instructs OeKB CSD to cover the settlement fails penalties of OeKB CSD at its custodian and instructs a Central Bank of the Eurosystem to debit the DCA announced by the securities account holder.

eingeschränkt/restricted

5.10.3 Settlement efficiency

(1) OeKB CSD performs daily calculations and reports on settlement efficiency in accordance with Annexes 1, 2 and 3 of Commission Regulation (EU) No 2018/1229 as amended. The procedure is described in the Annex 26 (Settlement Discipline Regime).

(2) If the participant consistently and systematically fails to comply with its obligations in clause 5.10.1 within the meaning of Article 7 para. 9 and 11 to 13 of the CSDR, OeKB CSD has to, in consultation with the Financial Market Authority, suspend the participant and publicly disclose its identity, but only after OeKB CSD has given the participant an opportunity to comment and after the FMA has been duly informed.

eingeschränkt/restricted

6. Asset Servicing

6.1 General Provisions regarding the Administration of Securities

6.1.1 Information forwarded by OeKB CSD

(1) OeKB CSD forwards information on income and corporate actions pertaining to securities kept and administered by OeKB CSD according to Annex 6 (Guideline Management of Digital and Physical Securities), in case such information has been provided by the holder of the corresponding function pursuant to clause 2.3, by OeKB AG within the framework of its system for the transmission and forwarding of fund measures, by OeKB AG within the framework of the transmission of data (concerns information on fund distributions and capital repayments with write-offs) or by the custodian, to inform securities account holders with credit balances in the respective securities as well as to data recipients who have concluded an agreement with OeKB CSD for the receipt of data. OeKB CSD does not consider or forward any other publications and information.

(2) Information to be forwarded is, for example, information on (i) the payment of income such as interest and dividend payments, redemptions, and (ii) corporate actions that affect every holder of the securities, such as splits and capital decreases, and those for 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 creditors' meetings.

(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) For Austrian registered shares which OeKB CSD keeps and administers itself as Issuer CSD, no information shall be forwarded to the holders of the securities account

(5) 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 to securities account holders pursuant to clause 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) and Annex 18 (SWIFT Manual) 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 clause 6.3.3 of the GTC may be issued, the information will be forwarded as "reminder" message if there are non-instructed securities holdings before expiry of the deadline specified in clause 6.1.3 of the GTC using the system as specified in Annex 20 (Custody Notifications and other Information) and Annex 18 (SWIFT Manual).

eingeschränkt/restricted

6.1.3 Deadlines for issuing instructions to OeKB CSD

(1) Concurrently with the information related to an event as specified in clause 6.1.1 OeKB CSD will provide the securities account holders and the data recipients 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 of income for securities due

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD (with the exception of Austrian registered shares), OeKB CSD will collect income for securities due and payable in cash according to clause 2.10 unless the securities account holder gave instruction not to collect the income.

(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 payable in cash from the custodian and to the crediting of the collected amounts.

6.2.2 Instructions not to collect income for 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 collect income for 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 with their registered office in Austria may inform OeKB CSD to collect income

eingeschränkt/restricted

for a certain quantity 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 the holder of the function 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) 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/applies. 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 income collection for securities due without deduction of foreign withholding tax is not possible. The issuer of the securities or the holder of the function 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 income collection 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 shall apply.

6.2.4 Instructions not to collect income for 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 Asset Servicing), may issue an instruction not to 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 collect income for 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 Asset Servicing) and stating the statutory exemption (exemptions) invoked, may inform OeKB CSD to collect income for a certain quantity 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.

eingeschränkt/restricted

(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/applies. 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 clauses 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) When forwarding the amounts received in the course of income collection for credit balances on securities accounts of the type participant's own account (see clause 3.2.2 (1)) of domestic and foreign credit institutions, the exemption pursuant to art. 94 lit. 3 Austrian Income Tax Act (EStG) shall apply.

(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 para. 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 Billing statements

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 billing statement per collected security and per amount collected by OeKB CSD. The billing statement 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 billing statement will be set up on the following T2S Opening Day (day of operation). The billing statement will be made available to OeKB

eingeschränkt/restricted

CSD securities account holders through means of communication as stipulated in Annex 24 (Means of Communication for Statements).

6.2.8 Reversal of income collected for securities due which OeKB CSD keeps and administers as Investor CSD with a custodian

In the event that OeKB CSD is debited by the custodian in the course of the reversal of an income payment, OeKB CSD will inform the affected securities account holders and will debit their cash accounts held with OeKB CSD on a pro rata basis.

6.2.9 Compensations / adjustments and transformations

(1) Compensations, adjustments, and transformations on instructions of the transaction types Intra and Cross pursuant to clause 5.1 (1) and (4) of the GTC will be processed according to Annex 25 (Using T2S for Transaction Management).

(2) Compensation, adjustment, and transformations to instructions of the transaction type External pursuant to clause 5.1 (5) of the GTC are taken over by OeKB CSD if they are carried out by the custodian.

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

6.3.1 Associated measures related to securities

(1) In regard to securities which OeKB CSD keeps and administers itself as Issuer CSD, OeKB CSD will carry out the associated measures relating to corporate actions (e.g. crediting and debiting of subscription rights, crediting of bonus shares), if it has received the necessary means to do so and the necessary orders and information have been given to it by the holder of the function Corporate Action Agent in accordance with clause 2.3.4 para. 3.

(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 kept with OeKB CSD 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

eingeschränkt/restricted

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 T2S Opening Day (day of operation).

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 clause 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 Asset Servicing) 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 Billing statements

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 billing statement for every corporate action. The billing statement 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 billing statement will be set up on the following T2S Opening Day (day of operation). The billing statement 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) Compensations, adjustments, and transformations on instructions of the transaction types Intra and Cross pursuant to clause 5.1. (1) and (4) of the GTC will be processed according to Annex 25 (Using T2S for Transaction Management).

(2) Compensations, adjustments, and transformations to instructions of the transaction type External pursuant to clause 5.1 (5) of the GTC are taken over by OeKB CSD if they are carried out by the custodian.

6.3.6 Status information on instructions to OeKB CSD to participate in corporate actions

OeKB CSD securities account holders will receive status information on instructions pursuant to clause 6.3.3 according the process described in Annex 28 (Guideline Processing of Corporate Actions).

An OeKB CSD securities account holder can only expect that its instruction will be processed if it has received a status information from OeKB CSD.

eingeschränkt/restricted

6.3.7 Reversal of corporate actions for securities which OeKB CSD keeps and administers as Investor CSD with a custodian

In the event that OeKB CSD is debited by the custodian in the course of the reversal of a corporate action, OeKB CSD will inform the affected securities account holders and will debit their cash accounts held with OeKB CSD on a pro rata basis.

6.4 Miscellaneous Measures for Securities Administration

6.4.1 Redemption through delivery of other securities

In regard to securities which are redeemed by the delivery of other securities the provisions of clause 6.2.1 (1) and (2) and clause 6.4.2 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 clause 1.3.1 and 1.3.2).

6.4.2 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 Asset Servicing) 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 cash 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 safekeeping with OeKB CSD.

6.4.3 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 Asset Servicing) 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 cash and securities according to the instructions.

eingeschränkt/restricted

(4) Instructions to buy or sell subscription rights in the course of a capital increase will only be accepted "at best". Any instruction extensions such as price limits or validity periods will not be taken into account.

6.4.4 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 Asset Servicing) 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 T2S Opening Day (day of operation) 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.

eingeschränkt/restricted

List of Annexes to the GTC of OeKB CSD

Annex 1	T2S Opening Days (Days of Operation), Service Centers
Annex 2	List of Custodians
Annex 3	Fees
Annex 4	Liability Regulations Custodians and Account Servicing Institutions
Annex 5	Annex 5.1 Provision Customer Master Data, Modification Customer Master Data Annex 5.2 Provision Customer Master Data, Modification Customer Master Data (Issuers)
Annex 6	Guideline Management of Digital and Physical Securities
Annex 7	Annex 7.1 Legal succession in the function issuer Annex 7.2 Determination of new function holders for debt securities Annex 7.3 Determination of new function holders for investment certificates
Annex 8	Guideline Settlement and Securities Account Administration
Annex 9	Invalid
Annex 10	Invalid
Annex 11	Guideline Income Collection for Securities Due
Annex 12	Securities Categories Exempt from Withdrawal
Annex 13	Application for Opening a Securities Account, Application for Opening a Cash Account, Modification Securities Account Master Data, Modification Cash Account Master Data
Annex 14	Confirmations of Holdings
Annex 15	Guideline for Cash Account Administration
Annex 16	List of Participants of SSS/Securities Account Holders
Annex 17	User Manual Settlement Client
Annex 18	SWIFT Manual
Annex 19	Invalid
Annex 20	Custody Notifications and other Information
Annex 21	Guideline Forwarding of Income Payments
Annex 22	User Manual Asset Servicing Client

eingeschränkt/restricted

Annex 23	Issuing of Instructions Asset Servicing
Annex 24	Means of Communication for Statements
Annex 25	Guideline Transaction Management under T2S
Annex 26	Settlement Discipline Regime
Annex 27	Invalid
Annex 28	Guideline Processing of Corporate Actions
Annex 29	Application for Closing a Securities Account, Application for Closing a Cash Account
Annex 30	List of the User Committee Members
Annex 31	Rules of Procedure of the User Committee
Annex 32	Guidelines for “Equity Linked Instruments” or “Dividend Equivalent Payments” which are Subject to “Section 871(m) of the U.S. Internal Revenue Code 1986” of the US Tax Regulations of the Internal Revenue Service (IRS)
Annex 33	Risk Assessment in the Course of the Acceptance of a Security in Custody and Administration by OeKB CSD as Issuer CSD
Annex 34	Risk Assessment Securities Account Holder
Annex 35	Important Reasons to Terminate Securities Account Administration
Annex 36	Invalid
Annex 37	Communication Procedures
Annex 38	Terms of Use for Online Service Clients
Annex 39	Registrierung für den Managed File Transfer (MFT) Form Annex 39.1_User Registrierung für den MFT-Bulk Issue Form Annex 39.2_User Registierung für den MFT-T&C Form Annex 39.3_User Registrierung für den MFT-EOD Report Form Annex 39.4_User Registrierung für den MFT-Provide Event Data Form Annex 39.5_User Deaktivierung für den MFT-T&C
Annex 40	Invalid
Annex 41	Power of Attorney for Replacement of a PGC by a DGC Form Annex 41.1. Power of Attorney for Replacement of a PGC by a DGC regarding debenture bond Form Annex 41.2. Power of Attorney for Replacement of a PGC by a DGC regarding investment certificates
Annex 42	Sample Powers of Attorney Transfer Agent

eingeschränkt/restricted

	Form Annex 42.1_Gattungsvollmacht Transfer Agent Schuldverschreibungen Form Annex 42.2_Einzelvollmacht Transfer Agent Schuldverschreibungen Form Annex 42.3_Gattungsvollmacht Transfer Agent Investmentzertifikate Form Annex 42.4_Einzelvollmacht Transfer Agent Investmentzertifikate
Annex 43	Sample Declarations regarding the exercise of the Transfer Agent function by the Issuer Form Annex 43.1_Gattungserklärung Emittent Schuldverschreibungen Form Annex 43.2_Gattungserklärung Emittent Investmentzertifikate
Annex 44	Information Disclosed in Public Issues / Securities Vista
Annex 45	Information about the Public Status and details relating to section 871(m) US IRS

eingeschränkt/restricted

eingeschränkt/restricted

Strauchgasse 1-3
1010 Wien

T +43 1 531 27-2100
F +43 1 531 27-4100

csd@oekb-csd.at
www.oekb-csd.at

eingeschränkt/restricted