

**Rules for the Clearing and Settlement of  
Exchange Transactions in Trading in Electric  
Power on the Vienna Stock Exchange as a  
General Commodity Exchange – Clearing and  
Settlement Rules Electric Power**

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## Part 1: General Provisions for Financial Clearing and Settlement

### § 1 Scope of Application, Clearing and Settlement Agent

(1) These Rules regulate the settlement of exchange transactions executed in trading in electric energy products on the Vienna Stock Exchange in its function as a general commodity exchange. The exchange operating company has charged EXAA Abwicklungsstelle für Energieprodukte AG (hereinafter “EXAA” or “Clearing and Settlement Agent”) in its function as a clearing and settlement agent pursuant to § 9 para 3 Stock Exchange Act with the clearing and settlement of these exchange transactions. The EXAA 12:00 noon market coupling auction also has trading in a day-ahead market coupling product pursuant to Art 40 CACM Regulation (Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management) of EXAA in its function as a nominated electricity market operator (NEMO) in the meaning of Art 2 (23) CACM Regulation.

With respect to the participation of members of the Vienna Stock Exchange in its function as a general commodity exchange in the trading and in the clearing and settlement of electric power products in market coupling auctions, it additionally governs the general terms and conditions of business of the NEMO pursuant to Art 9 CACM Regulation. As a NEMO appointed by e-Control, EXAA operates the market for the purpose of offering single day-ahead market coupling and receives orders from market participants, assumes overall responsibility for matching and allocating orders in accordance with the single day-ahead market coupling results, publishes prices, and settles and clears the spot electricity contracts resulting from the trades and assumes all other tasks in accordance with Articles 7, 9, 13, 39-50, 68 and 80-82 CACM Regulation.

(2) In its function a clearing and settlement agent, EXAA, irrespective of its main activity specified in para 3, shall be responsible for the financial clearing, the settlement and risk management of the exchange transactions mentioned in paragraph 1. As a NEMO (§ 2 (23) CACM Regulations) and central counterparty, EXAA is responsible for ensuring the timely clearing and the timely settlement of all matched orders and acts as counterparty for exchange members for financial rights and obligations with respect to single day-ahead market coupling (12:00 noon trading). EXAA conducts credit assessments of the exchange members within the scope of its risk management.

(3) Exchange transactions concluded through the Trading System pursuant to § 1 para 1 of these Rules are trades executed between EXAA (including in its function as a NEMO pursuant to Art 2 (23) CACM Regulation) and one exchange trading member who takes part in clearing and settlement, if applicable, taking into account single day-ahead market coupling. Offsetting trades that may contribute to the clearing and settlement of exchange trades can occur between organized marketplaces (which have entered into an agreement with each other) that are coupled for the purpose of the EXAA 12:00 noon market coupling auction pursuant to the Trading Rules § 3 para 4.

(4) EXAA shall be authorized to charge third parties with the tasks and functions stated in para 2; this shall not apply to the general activities stated in para 3 if these are tasks to be fulfilled and executed under the final responsibility and control of the Clearing and Settlement Agent. If these refer to the sub-tasks or sub-functions that are the responsibility of EXAA as a NEMO for purposes of single day-ahead market coupling, the assignment of the sub-task or sub-function must additionally meet the requirements of Art 81 CACM Regulation.

(5) EXAA charges Oesterreichische Kontrollbank Aktiengesellschaft (hereinafter OeKB) with the technical implementation of financial clearing and settlement as well as credit assessment in accordance with para 4. This does not apply to the clearing and settlement tasks of a NEMO within the scope of single day-ahead market coupling as set out in Art 68 (1) (3) (5) (7) and (8) CACM Regulation, unless EXAA has assigned

these tasks pursuant to § 1 para 4 or if these do constitute an assignment of tasks pursuant to Art 81 CACM Regulation.

## **§ 2 Requirements for Participation in Financial Clearing and Settlement**

(1) Exchange members in whose name and for whose account transactions in trading with electric power are executed – either directly or indirectly via a broker – must either directly or indirectly take part in the financial clearing and settlement as Non-clearing Members or via Agent Clearing Members. EXAA shall conclude a clearing and settlement agreement for financial transactions (hereinafter “Clearing and Settlement Agreement”) with every company that meets the applicable requirements for financial clearing and settlement.

(2) The exchange operating company, EXAA and the third party commissioned pursuant to § 1 (OeKB), para 5 or a third party commissioned pursuant to § 1 para 4 shall cooperate in ascertaining and checking if the requirements for participation in clearing and settlement are met. The institutions named above shall exchange any information necessary to determine if the admission and participation requirements are met within the scope of the membership admission procedures and throughout the entire duration of exchange membership. Applicants and exchange members shall be under the obligation pursuant to § 3 and § 6 of the Participation Rules Electric Power to provide the entities specified with any information required.

## **§ 3 Credit Assessment**

(1) The credit assessment of exchange members or applicants for membership serves to evaluate their economic, financial and personnel situation. As the Agent Clearing Member assumes the task of providing the collateral for the financial settlement for the contractually bound Non-clearing Members, a credit assessment is conducted only for the Agent Clearing Member.

(2) The evaluation shall be carried out on the basis of the indicators named in para 5 as well as the annual financial statements including the notes thereto for the past two business years (in the case of shorter exchange membership, the last business year) as any ratings available of the following internationally recognized rating agencies: Standard & Poor’s, Moody’s, Fitch or a similar rating agency.

(3) In cases in which this data is not available, the member shall automatically be assigned to rating category 5. The submittal of guarantees or letters of support by affiliated undertakings (group companies) within the meaning of § 189a no. 8 Austrian Business Code shall have the effect of including the respective affiliated undertaking in the credit assessment. EXAA shall be authorized to request and obtain additional evidence and information within the scope of the credit assessment.

Furthermore, the following information is taken into account when assigning a credit rating and may result in a new rating:

- I. Media reports and reports of national and international news agencies (Reuters, Dow Jones, Platts, etc.);
- II. Interim reports, half-year reports and quarterly reports.

(4) Once the credit assessment has been completed, the member shall be assigned one of the rating categories 1 to 5, with category 1 designating the companies with the highest creditworthiness and category 5 the companies with the lowest creditworthiness.

(5) The assessment for the classification by credit category is based on the following indicators:

- I. Equity ratio;
- II. Return on investment;
- III. Cash flow pursuant to the Company Reorganization Act in percentage of operating income (from sales);
- IV. Fictitious debt redemption period pursuant to the Company Reorganization Act.

(6) For the purpose of the ongoing monitoring of creditworthiness, the exchange member shall submit its financial statements to EXAA compiled in accordance with the accounting standards applicable in the respective case within six months of the end of the respective business year. Moreover, depending on the applicability of the respective accounting standards, the member shall also submit its management report and consolidated financial statements.

## **§ 4 Termination of the Clearing and Settlement Agreement**

(1) An exchange member who takes part in financial clearing may terminate the Clearing and Settlement Agreement in writing and without stating reasons at any time effective as of the following exchange trading day. This notice of termination shall also be considered an application to withdraw from exchange membership pursuant to § 7 para 3 of the Participation Rules Electric Power.

(2) EXAA shall be obligated to supervise compliance with the Clearing and Settlement Agreement. OeKB shall send EXAA all information that serves as evidence of a breach of the Clearing and Settlement Agreement.

(3) The exchange member gives its consent to EXAA to send data relating to a breach of the Clearing and Settlement Agreement to OeKB and to the exchange operating company; furthermore, it permits OeKB to send said data to EXAA and to the exchange operating company, and also permits the exchange operating company to send said data to EXAA and OeKB for such purposes. The exchange member hereby agrees to effectively release OeKB, which has been charged to carry out specific tasks pursuant to § 1 para 5 in its function as a credit institution within the meaning of the Austrian Banking Act, from its bond to banking secrecy and data secrecy for purposes relating to the notification of suspected violations of the Clearing and Settlement Agreement by way of a written declaration. The exchange member agrees to allow EXAA to send data relating to any incidence of default (§§ 19 to 21) on its part to Energie-Control GmbH to enable it to execute its supervisory functions over trading members pursuant to § 2 para 1 lit. a to f of the Participation Rules Electric Power in accordance with § 24 Energy Control Act, Federal Law Gazette I No. 110/2010.

(4) EXAA shall have the right to terminate the Clearing and Settlement Agreement with immediate effect if it becomes known afterwards that the requirements for concluding a Clearing and Settlement Agreement were not met at the time the Agreement was signed or ceases to be the case at a later date.

(5) EXAA shall be entitled to terminate the Agreement with immediate effect if the respective exchange member, despite reminders, repeatedly violates these Rules or the Trading Rules for Spot Market Products Electric Power or if bankruptcy or similar proceedings have been initiated against the exchange member or the opening of such proceedings has been rejected for lack of assets or if a credit institution has been placed under receivership pursuant to § 83 Austrian Banking Act or a resolution mechanism has been initiated pursuant to § 50 Austrian Bank Recovery and Resolution Act (BaSAG) or pursuant to Article 16 Regulation (EU) No 806/2014 (SRM Regulation) or other similar proceedings.

(6) Moreover, EXAA shall have the right to terminate the Clearing and Settlement Agreement with immediate effect if there are circumstances that threaten the concerned exchange member's capability to fulfill exchange transactions or that could pose such a risk.

(7) Any termination with immediate effect by EXAA shall be communicated in writing including a statement of the reasons.

(8) Exchange members without a valid Clearing and Settlement Agreement with EXAA are not allowed to place new orders into the trading system in the name of and for the account of the exchange member – irrespective of whether directly or indirectly via a broker; EXAA will technically interrupt access to the trading system for placing orders in the name of and for the account of the exchange member. All existing orders are to be deleted by the exchange member or its broker. If the deletion of the orders is not carried out within an

adequate period as specified by EXAA, EXAA shall delete such orders on behalf of the exchange operating company.

(9) The termination of the Clearing and Settlement Agreement shall not release the respective exchange member from its rights and duties arising from exchange transactions already executed. The termination of the Clearing and Settlement Agreement means that the requirements pursuant to § 34 para 1 and § 36 para 3 Stock Exchange Act as well as § 5 and § 6 of the Participation Rules Electric Power is no longer met.

(10) EXAA shall immediately inform the exchange operating company and OeKB of any termination of a Clearing and Settlement Agreement. § 4 para 2 second sentence shall apply mutatis mutandis.

(11) If a Clearing Agreement of an Agent Clearing Member is terminated or if the Agent Clearing Agent terminates the Clearing Agreement, then the provisions of § 4 of said Agreement shall apply to the Non-clearing Member having a contractual relation with the Agent Clearing Member.

## **§ 5 Assignment**

Any assignment of rights or duties under the Clearing and Settlement Agreement by an exchange member shall require the consent of EXAA.

## **§ 6 Obligations in Connection with Exchange Transactions**

(1) The exchange members are under the obligation to meet their financial obligations including taxes arising from their membership and exchange transactions, if applicable, from its participation in single day-ahead market coupling. The Agent Clearing Member is under the obligation to fulfill the financial obligations of Non-clearing Members with whom it has a contract and shall be jointly and severally liable for such obligations.

(2) For the collateralization of the claims resulting from para 1, the exchange members shall be obligated to deposit an adequate amount of collateral pursuant to Part 3 of these Rules including the fulfilment of single day-ahead market coupling trades. With respect to Non-clearing Members, the contractually-bound Agent Clearing Member is under the obligation to deposit the required collateral in time.

(3) Within the scope of the single day-ahead market coupling, the additional clearing and settlement conditions pursuant to Art 68 CACM Regulation apply

(4) Exchange members who are 'energy end-consumers' pursuant to the Federal Energy Efficiency Act (*Bundes-Energieeffizienzgesetz – EEffG*) and enter buy orders in the delivery zones that are control areas in the meaning of the Electricity Industry and Organization Act 2010 (*EiWOG 2010*) must deposit collateral at the start of every year or at the start of trading in an amount that corresponds to the expected financial obligations of EXAA under the Federal Energy Efficiency Act – provided no equivalent contractual agreement was reached between the exchange member and EXAA prior to the entry into force of this provision on 3 January 2018. The exchange member may assign energy efficiency measures to EXAA until 31 January of the subsequent year which are suitable for enabling EXAA to meet the obligations relating to energy deliveries to the exchange member pursuant to § 9 paras. 1. and 2 Federal Energy Efficiency Act. If EXAA is under the obligation due to energy deliveries to the exchange member to pay a compensation amount pursuant to § 21 Federal Energy Efficiency Act, this shall constitute a financial obligation of the exchange member to EXAA and must be met in accordance with the Clearing and Settlement Rules.

## **§ 7 Objections**

Objections against trade confirmations may only be raised within the procedure defined in § 34 para 2 of the Trading Rules Spot Market Products - Electric Power in compliance with Art 70 (2) CACM Regulation.

## § 8 Liability

- (1) Exchange transactions in the trading products named in § 1 para 1 lit. a and lit. b of the Participation Rules Electric Power shall be executed in each case exclusively between EXAA and one exchange member which is a participant in the clearing and settlement system, and where appropriate, taking into consideration the results from the single day-ahead market coupling.
- (2) Exchange members shall be liable for the timely and orderly financial settlement of their obligations pursuant to § 6.
- (3) In the event an exchange member is prevented from carrying out the orderly financial clearing and settlement of transactions (especially if due to technical disorders), the corresponding exchange member shall be obligated to immediately inform the OeKB or any other third parties commissioned in accordance with § 1 para 5 of this fact. Any measures initiated by the Clearing and Settlement Agent shall be binding on the exchange members concerned and shall be based on instructions issued by the exchange operating company.
- (4) The exchange member shall be obligated to immediately follow the instructions of EXAA or the third party (OeKB) commissioned by the exchange operating company and to ensure that orderly financial clearing and settlement of transactions is reinstated as soon as possible.
- (5) The exchange member shall be liable for damages arising from any breach of the duties named in paras. 2, 3 and 4.
- (6) Any liability of EXAA in its role as a party commissioned to act on behalf of the exchange operating company or of OeKB and the liability of further parties commissioned by EXAA for damage arising due to circumstances outside their control or for damage outside of the control of EXAA or of the other parties charged by EXAA shall be excluded. Any liability of EXAA and OeKB as well as other parties charged by EXAA for the correctness and suitability of the measures initiated shall remain unaffected within the scope of para 7 below.
- (7) EXAA, OeKB and other parties charged by EXAA shall not be liable for any losses, profits foregone or damages vis-à-vis exchange members, unless such losses, profits foregone or damages have been caused by willful conduct or by gross negligence. Liability for consequential damages shall be excluded in all cases.
- (8) Unless expressly provided for otherwise under these Rules, EXAA, OeKB and third parties charged by EXAA shall in no case be liable vis-à-vis other parties, which are not themselves exchange members for possible losses, damages, consequential damages or profits foregone arising from or in connection with exchange transactions concluded in trading in electric energy on the Vienna Stock Exchange in its function as a general commodity exchange.
- (9) EXAA, OeKB and other parties charged by EXAA shall not be liable for damages resulting from operational disruptions caused by force majeure, riot, war or natural catastrophes or damages that are due to any other incidents or circumstances outside of their control (e.g. strikes, legal lockouts, traffic obstructions) or which are due to restraints imposed by state authorities.
- (10) This shall also apply to damages suffered by exchange members as a consequence of technical problems or due to the partial or complete inoperability of the computer systems used by the members or due to errors in data input within the context of trading or clearing and settlement and the management of collateral provided said circumstances are not caused by willful conduct or by gross negligence on the part of EXAA, OeKB or other third parties charged by EXAA. The third parties charged by EXAA shall have tested the computer systems and other technical equipment in their responsibility sufficiently before putting them into operation and shall be responsible for their adequate maintenance.

## Part 2: Financial Settlement

### § 9 Cash Accounts and Securities Accounts for Financial Settlement

- (1) For the purposes of financial clearing and settlement, an exchange member that participates directly in financial settlement must maintain a bank account with an Austrian bank or a credit institution from an EEA member state, which permits SEPA (B2B) debit orders, on the condition it is technically possible to set these up. The Austrian Bank and/or the credit institution from an EEA member state must guarantee the settlement of debits and credits within a period of T+2 in EUR cash deposits.
- (2) The clearing member agrees to the use of a SEPA business-to-business direct debit scheme (B2B).
- (3) OeKB, which has been commissioned in accordance with § 1 para 5, guarantees the clearing and settlement of debit and credit entries with value date T+2 and upon request maintains for each exchange member the settlement account required pursuant to para 1 for the clearing and settlement of exchange trades concluded under the Trading Rules Spot Market Products Electric Power.
- (4) OeKB, which has been commissioned in accordance with § 1 para 4, shall maintain for each exchange member that takes part directly in financial settlement, upon request, a collateral account for EUR cash deposits for the collateral that needs to be furnished in accordance with Part 3 of these Rules in cash. Furthermore, a cash collateral account may be set up at any Austrian Bank for EUR cash deposits (in accordance with the Clearing and Settlement Agreement) into which the cash collateral according to Part 3 of these Rules must be deposited.
- (5) EXAA shall be stipulated in writing as the first-ranking beneficiary of the assets deposited on the collateral account. This agreement must include the renouncement of any rights of lien, netting or withholding rights of the credit institution maintaining the account, which exist or may arise under the terms and conditions or other contractual agreements of the credit institution maintaining the cash account.
- (6) Collateral in the form of cash deposits shall be deemed deposited if the Clearing and Settlement Agent has received a corresponding pledge declaration for cash and/or securities from the respective exchange member that takes part directly in financial settlement including evidence of an acknowledgement of the credit institution maintaining the cash of the fact that the assets deposited are pledged (assignment of ownership) and the collateral has been transferred and booked to the securities account or lien account.
- (7) The exchange member that takes part directly in the financial settlement may commission an Austrian bank or a credit institution from the EEA to set up and maintain a settlement account for the exchange member and to instruct it to manage the collateral on the collateral account of the exchange member.
- (8) In the case of indirect participation in financial settlement, the obligations pursuant to paras. 1 to 6 of these Rules shall apply to the Agent Clearing Member that has a contract with the Non-clearing Member. However, the Agent Clearing Member shall only need one account for all Non-clearing Members with whom it has contractual agreements. The calculation of the collateral required of the Agent Clearing Member is based on the sum of the transactions executed by the Non-clearing Members with whom it has contractual relationships.

### § 10 Settlement of Accounts

- (1) Financial settlement is based on the obligations listed in § 6.
- (2) Financial settlement is done electronically by means of SEPA business-to-business direct debit and credit (B2B) procedures.
- (3) Invoices, credit balances and fees relating to the exchange transactions carried out by the exchange members shall be made available to the exchange members electronically via the clearing and settlement application of the third parties commissioned in accordance with § 1 para 4 and it shall be possible to print



these if required. Agent Clearing Members shall be able to inspect all invoices, credit balances and fees of all Non-clearing Members with whom it has contractual agreements.

(4) The settlement date for SEPA business-to-business direct debits and credits (B2B) shall be the respective date fixed in the contract specifications or the date specified in the Schedule of Fees.

(5) The exchange member that takes part directly in financial settlement shall be responsible for the timely cover in sufficient amounts on its settlement account. As regards the obligations in this context, please refer to § 8 of these Rules. In the event of indirect participation in settlement, this obligation shall only apply to the Non-clearing Member with whom the Agent Clearing Member has a contractual relationship.

(6) Within the scope of single day-ahead market coupling, the additional clearing and settlement rules pursuant to Art 68 CACM Regulation shall apply.

## **§ 11 SEPA Business-to-business Direct Debits (B2B) and Credits**

(1) The settlement of all financial obligations shall be done through the SEPA business-to-business direct debit procedures (B2B). The exchange member that participates directly in financial settlement undertakes to set up a SEPA direct debit order (B2B) in favor of EXXA for its euro settlement account.

(2) The exchange members that take part directly in financial settlement shall be responsible for ensuring sufficient cover being made available on the settlement date (§ 10 para 4) on the settlement account (§ 9 para 1 and para 2) and depositing the collateral in the amount stipulated pursuant to § 12 on the securities accounts pursuant to § 9.

(3) In the case of credits, the amounts shall be transferred to the settlement account specified by the exchange member on the settlement date after deduction of transaction fees, special fees, taxes and duties.

(4) In the case of indirect participation in financial settlement, the obligations pursuant to paras. 1 to 3 of these Rules shall apply to the Agent Clearing Member that has a contract with the Non-clearing Member.

## **Part 3: Collateral**

### **§ 12 General**

(1) An exchange member that participates directly in financial settlement is, in accordance with § 6 para 2 and para 3, obligated to provide collateral as cover its liabilities toward EXAA including in its function as a NEMO pursuant to Art 2 (23) CACM Regulation within the scope of single day-ahead market coupling. Agent Clearing Members must meet these obligations for the Non-clearing Members with whom they have contractual agreements. The Agent Clearing Member may deposit the collateral in one sum for all Non-clearing Members with whom it has contracts.

(2) The collateral that must be provided shall be calculated separately for each exchange member broken down by risk for proprietary trades and agent trades and taking into consideration the risk from trades within the scope of single day-ahead market coupling. The calculation of the collateral is based on the assumption that the exchange members shall require their customers to deposit collateral for their trading activities in at least equal amounts as computed on the basis of the calculation method given in the Annex.

(3) As soon as EXAA learns of any non-compliance with the provisions of para 2, EXAA may raise the collateral requirement for the respective exchange member by the corresponding amount.

(4) Collateral with the exception of guarantees within the meaning of § 14 para 1 point III must be deposited into the accounts specified in § 9 para 3.

## **§ 13 Risk Assessment**

(1) The objective of the risk assessment is to determine the default risk of each exchange member that takes part directly in financial settlement. The default risk consists of the potential loss that may occur in the event an exchange member fails to meet its obligations pursuant to § 6 para 1. In the case of an Agent Clearing Member, the object of the risk assessment is the default risk of the Non-clearing Members with whom the Agent Clearing Member has contracts.

(2) The calculation method used to determine the collateral required to cover the default risk in trading with the trading products named in § 1 para 1 lit. a and lit. b of the Participation Rules Electric Power is given in the Annex.

## **§ 14 Types of Collateral**

(1) Exchange members that take part in financial settlement and Agent Clearing Members are deemed to be in compliance with the collateral deposit requirements when they use the following types of collateral:

- I. Euro cash deposits or
- II. Bank guarantees by banks from the EEA or Switzerland or
- III. Transfer of money amounts to an EXAA account.

(2) The Clearing and Settlement Agent shall reserve the right to examine accounts receivable as to whether they meet the principles governing eligible collateral and if they are immediately sellable and to reject them on the basis of these criteria. It will immediately notify the exchange member(s) in the case of a rejection or a change.

## **§ 15 Amount of Collateral**

(1) The collateral furnished and accepted pursuant to § 14 shall serve as security to guarantee the fulfillment of the obligations pursuant to § 6 para 1.

(2) The amount of the collateral required must have an adequate relation to the obligations entered into pursuant to § 6 para 1 and the related risks. The amount of the collateral shall be determined by EXAA after every auction.

(3) Bank guarantees accepted as collateral must be issued in the name of EXAA and must include the unconditional, open-ended and irrevocable obligation of the credit institution to transfer the guaranteed amount if required upon first demand by EXAA to an EXAA account. If an open-ended guarantee cannot be provided, EXAA will accept a guarantee valid for a limited time. This limited-time guarantee must be replaced at least two months prior to expiry by a new bank guarantee.

(4) Collateral in cash shall be furnished by a pledge declaration for cash and/or securities issued by the exchange member in favor of EXAA and the corresponding official disclosure act shall be done by the exchange member in a form that is legally effective and proves to the credit institution maintaining the cash account that the assignment of ownership is effective under property law. The bank will mark the relevant collateral accounts as blocked on the grounds of being pledged as collateral.

## **§ 16 Calculation of Collateral**

(1) The collateral shall be calculated separately for agent accounts and proprietary accounts.

(2) Based on the balance of the trading volume of exchange members and their customers (calculated separately), the fluctuation in trading volume and the required collateral per account category shall be calculated separately and reported for every auction having taken place on the respective trading day in

accordance with method defined in the Annex Collateral.

(3) After every calculation of the collateral requirements at the level of the account categories, a sum shall be calculated.

(4) EXAA has the right to suspend trading when the netted open positions of 15% of exchange members exceed the collateral deposited by these exchange members.

## **§ 17 Required Collateral**

(1) The collateral is calculated by EXAA for each exchange member that takes part directly in financial settlement and for Agent Clearing Members after every auction on the trading day in accordance with the Annex after the end of the exchange trading day and communicated to the exchange members without delay. Exchange members, which take part directly in financial settlement, and Agent Clearing Members shall be obliged to inform themselves of the amount of the required collateral and, in the event of a shortfall, increase the cover by the next workday (Mo to Fr) by 9.30 hrs. CET, Vienna, without being requested to do so.

(2) If the recalculation of the collateral required after the end of the exchange trading day shows that the deposited and calculated collateral of an exchange member that takes part directly in financial settlement or of an Agent Clearing Member has been used up to more than 80%, the Clearing and Settlement Agent shall communicate such fact to the exchange member. The exchange member is under the obligation to keep the level of the collateral used below this threshold and to comply with the conditional margin call by EXAA in accordance with para 1.

(3) EXAA shall have the right at any time to demand additional collateral of a participant in trading in spot products on the grounds of special circumstances that lie within the sphere of influence of a trading participant in energy products or if the computed collateral according to the method in the Annex to these Rules has been fully used up. The respective exchange member shall furnish such additional collateral immediately upon receiving an unconditional margin call by EXAA.

(4) An exchange member is permitted to take part in trading despite a margin call if the netted open positions amount to below 50% of the collateral deposited.

(5) EXAA has the right to interrupt access of an exchange member to the trading system, to delete open positions or to restrict trading to only positive sell positions when the exchange member's netted open positions exceed or possibly exceed by 20% or by EUR 100,000 the collateral deposited.

## **§ 18 Return of the Collateral**

(1) Excess cover for the calculated collateral shall be released by EXAA upon request of the respective exchange member that takes part in financial settlement or of an Agent Clearing Member. Collateral shall be released only in the event of excess coverage of 15% or more. Collateral in the form of maximum amount guarantees shall not be released for the term of exchange membership.

(2) If an exchange member that takes part directly in financial settlement changes its status within the meaning of § 7 Participation Rules Electric Power, the exchange member's obligations to provide collateral shall expire 14 days as of the time the change takes effect, but at the earliest following the day on which the obligations of the exchange member pursuant to § 6 para 1 have been met.

## Part 4: Default

### § 19 Occurrence of Default

- (1) Default of an exchange member shall occur if the member's settlement account, or the settlement account of the Agent Clearing Member with whom it has a contractual agreement, fails to show sufficient coverage to meet its payment obligations pursuant to § 11 para 2 on the settlement day pursuant to § 10 para 4.
- (2) Default is also deemed to occur if an exchange member that takes part directly in financial settlement or an Agent Clearing Member fails to meet its obligation to deposit sufficient collateral in due time.
- (3) Exchange members shall be obligated to inform the Clearing and Settlement Agent immediately of any failure to meet obligations pursuant to § 6 paras. 1 and 2. This shall apply, in particular, in the case of imminent insolvency or imminent over-indebtedness of an exchange member.
- (4) Exchange members shall be assigned the status of being in default by electronic, written or telefax notification of the Clearing and Settlement Agent.
- (5) If an exchange member fails to meet its obligations pursuant to § 6 paras. 1 and 2 of these Rules or fails to comply with an order to change the composition of its collateral, EXAA shall have the right to request the exchange operating company to suspend membership of the exchange member concerned pursuant to § 7 of the Participation Rules Electric Power.
- (6) The Clearing and Settlement Agency shall from this point on, retain as collateral any credit-side cash balances of the exchange member concerned.
- (7) For the duration of the default, a daily penalty interest in the amount of 12% p.a. of the amount outstanding, as a minimum, however, EUR 75 per day shall be payable to EXAA.

### § 20 Technical Default

- (1) If an exchange member furnishes proof to the Clearing and Settlement Agent that the default pursuant to § 19 para 1 is not due to insolvency and that the member will meet its obligations without delay, the Clearing and Settlement Agency may refrain from reporting such member to the exchange operating company (technical default). In this case, the Clearing and Settlement Agent shall declare the exchange member to be in technical default.
- (2) Immediately following the occurrence of the technical default, the defaulting exchange member shall submit to the Clearing and Settlement Agency a written statement.
- (3) The defaulting exchange member must immediately remedy the causes of the default.
- (4) The Clearing and Settlement Agent shall have the right of recourse for losses it suffers or that other exchange members suffer due to a member's technical default. Moreover, the Clearing and Settlement Agent shall have the right in accordance with § 19 para 7 to levy penalty interest in the amount specified from the defaulting exchange member.

### § 21 Realization of Collateral and Default Handling

- (1) In the case of insufficient cover of a settlement account (§ 9 par 1), the collateral deposited by the respective exchange member that takes part directly in financial settlement, or of the respective Agent Clearing Member, shall be realized by the Clearing and Settlement Agent after having sent one reminder. The exchange member shall be informed by EXAA of the realization of its collateral.
- (2) In the event that recourse is taken to the collateral provided by exchange members that take part directly in financial settlement or provided by an Agent Clearing Member, the respective exchange member

or Agent Clearing Member shall be obligated to deposit and increase the collateral by the amount required within one exchange trading day.

(3) If the collateral is realized, the Clearing and Settlement Agent shall realize the collateral provided by the defaulting exchange member pursuant to § 14 only to the extent required and in the order of sequence presented in § 14 para 1.

(4) In the event of default, EXAA shall have the right to increase the computed risk amount applicable to the defaulting exchange member as calculated pursuant to § 13. The scale, amount and term of application of the increased risk amount shall be determined by the Clearing and Settlement Agent.

(5) In the event of default or other material breaches of these Rules and any obligations arising thereunder, the exchange operating company shall have the right to exclude an exchange member with immediate effect wholly or partly from exchange trading. Such exclusion shall be temporary provided the nature of the breach or the accompanying circumstances permit this. For the duration of the exclusion of an exchange member from trading, EXAA shall take immediate technical measures to interrupt access to the trading system for the respective exchange member and its exchange traders – and in the case of indirect participation in trading, the access of its broker acting on its behalf.

## Part 5: Physical Fulfillment

### § 22 Obligation to Meet Obligations

(1) Exchange members are under the obligation to meet all liabilities that result from exchange transactions executed in their name or for their account irrespective of whether directly or via a broker, if applicable, from its participation in single day-ahead market coupling.

(2) The details for the physical settlement of exchange transactions in trading in spot market products for electric power on the Vienna Stock Exchange in its function as a commodity exchange are defined in § 36 to § 39 of the Trading Rules for Spot Market Products - Electric Power.

## Part 6: Final provisions

### § 23 Court of Arbitration of the Vienna Stock Exchange

(1) All disputes arising from or in connection with the fulfillment of exchange transactions including the issue of whether or not a transaction has been executed between parties shall be decided by the Court of Arbitration of the Vienna Stock Exchange under exclusion of the regular courts of justice and pursuant to the Decree of the Federal Ministry of Finance and of the Federal Ministry for Economic Affairs and Labor as accorded with the Federal Ministry of Justice on the implementation of Art XIII Introductory Law to the Code of Civil Procedure (Rules of Arbitration of Vienna Stock Exchange) Federal Law Gazette II No. 230/2000 in its function as the court of arbitration mandated by law.

(2) All other disputes shall be decided by the competent commercial courts of Vienna as the exclusive competent courts.

## **§ 24 Supplements**

- (1) In the event that individual provisions of these Rules are invalid or become fully or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.
- (2) Null and void provisions shall be replaced by mutual consent by provisions that are permissible and the best suited to meet the economic purpose intended by the contractual parties.

## **§ 25 Applicable law**

All exchange transactions concluded shall be subject to Austrian law (with the exception of its provisions relating to International Private Law).

## **§ 26 Entry into force**

These rules shall enter into force on the day following their promulgation.\*)

\*) Entry into force of the original version.

Promulgated by Official Notices of the exchange operating company Wiener Börse AG No. 204 of 13<sup>o</sup>March<sup>o</sup>2002 and amended by Official Notice No. 99 of 5 February 2003 (effective 10 February 2003), No. 1231 of 22 October 2003 (amendment effective as of 27 October 2003) and amended by Official Notice No. 1722 of 6 December 2006 (these amendments become effective as of 11 December 2006 except for the amendment in § 3 para 3, which entered into force as of 1 January 2007); Official Notice No. 1687 of 29<sup>o</sup>October<sup>o</sup>2007 (effective as of 1 November 2007), No. 2095 of 19 December 2007 (effective as of 1<sup>o</sup>January<sup>o</sup>2008), No. 1913 of 20 December 2010 (effective as of 1 January 2011), No. 498 of 29 March<sup>o</sup>2011 (effective as of 1 April 2011), No. 1743 of 10 December 2012 (effective as of 11 December<sup>o</sup>2012), No. 107 of 23 January 2014 (effective as of 27 January 2014), No. 1224 of 11 August<sup>o</sup>2014 (effective as of 3 September 2014), No. 800 of 30 May 2017 (effective as of 1 June 2017), No. 1972 of 14 December 2017 (effective as of 3 January 2018), No. 1830 of 28 September 2018 (effective as of 1 October 2018) and No 1234 of 14 June 2019 (effective as of 17 June 2019).

## Annex: Collateral

### Calculation of trading collateral for exchange transactions concluded in the trading of the products named in § 1 para 1 lit. a of the Participation Rules Electric Power:

The minimum collateral required to be deposited (minimum collateral) by a participant in an account category irrespective of the volume of transactions is as follows:

€ 100,000

The amount of collateral depends on the credit rating of the exchange member that takes part directly in settlement and clearing, on the participation of the exchange member in trades concluded in single day-ahead market coupling, and on the trading volumes of the exchange member. The actual amount of the collateral of the Agent Clearing Member depends on the credit rating of the Agent Clearing Member and on the trading volumes of its Non-clearing Members as well as on its participation – and of its Non-clearing members - in trades subject to single day-ahead market coupling.

### Calculation of trading volume-linked collateral component:

The trading volume fluctuation represents the possible bandwidth of the netted monetary trading volume in the traded instruments (spot market products) of the specified account categories of a participant (proprietary trading or agent trading) for daily transactions during a specified period of delivery days.

The trading volume fluctuation for a participant shall be calculated on the basis of the monetary trading volume after every clearing and settlement of trades in spot products for electric power (only net payments, i.e., after netting all accounts within an account category, otherwise zero) of the respective participant ( $S_i$ ) in an account category in the last 30 trading days. For this purpose, the distribution of the participant's net payments  $\delta S$  is in a first step calculated within the simple lead-time (1 day) ( $\delta S_i$ ):

$$\delta S_i = S_i - S_{i-1}$$

Based on the  $\delta S_i$  distribution of over the past 30 trading days in an account category of the participant or the effective number of trading days in which the participant generated trading volumes during the period, the standard deviation (trading volume fluctuation) is computed according to ( $\sigma_{30m}$ ):

$$\sigma_{30m} = \sqrt{\frac{\sum_{i=1}^{30} \delta S_i^2}{30}}$$

for each participant (m) in the respective account category (trading days = trading days with net payments since start of trading or during the period). The fluctuation thus determined ( $\sigma_{30m}$ ) must always attain a minimum value of EUR 1,000 for calculating the collateral in an account category.

If the value calculated is below this minimum fluctuation, it shall be fixed at

$$\sigma_{30m} = EUR 1,000$$

From these distributions, the respective 95% value of an account category shall be determined (assuming normally distributed trading volumes) ( $I_{95m}$ ).

$$I_{95m} = \sigma_{30m} * 2$$

$I_{95m}$  is therefore the fluctuation bandwidth (in EUR) to which the following applies: 95% of all payment-linked trading volumes in the distribution  $\delta S$  of  $\mu$  in an account category are within the measured value of  $I_{95m}$ . Owing to the fixed lower limits, this value always amounts to EUR 2,000 as a minimum.

The median value ( $\mu_{30m}$ ) is the average value (in EUR) of the distribution of net purchases of the respective participant in an account category over the last 30 trading days. For the purpose of calculating the trading volume-linked collateral for an account category, the median in an account category must always attain a value ( $\mu_{30min}$ ) of EUR 3,000 as a minimum. Where the value computed is below this level, the following is defined for an account category:

$$\mu_{30min} = EUR\ 3,000$$

Based on the  $I_{95m}$  values, the trading-volume-linked collateral requirement (margin) for an account category is then calculated for a specific participant ( $m$ ) for a period of up to five business days ( $C_{5m}$ ).  $C_{5m}$  thus covers the liabilities in an account category of the participants, which are permitted to have as a maximum uncovered settlement liabilities for up to five weekdays (Mo-So).

$$C_{5m} = \bar{\mu}_{30m} * 5 + I_{95m} * \sqrt{5}$$

The collateral component for the green electricity added value due to the late delivery of guarantees of origin for green electricity from qualified production plants ( $R^{green}$ ) is calculated for the current month based on the product of the average green electricity value of the preceding month and 1.2 times the quantity of guarantees of origin of an exchange member in the preceding month plus the sum of the value of guarantees of origin not yet delivered of an exchange member from the preceding months. The collateral for the delivery of guarantees of origin are determined at the time trading starts based on the estimated green electricity added value and an expected sell quantity of an exchange member. In the case of actually higher quantities sold or a higher green electricity added value, the corresponding higher amount of collateral must be deposited without delay upon the request of EXAA.

The trading-volume-linked collateral component ( $R^{secure}$ ) is calculated in accordance with the following formula, where

$$R^{secure} = \text{Int} \left\{ \frac{C_{5m} + 500}{500} \right\} * 500 + R^{green}$$

Is always rounded to the next EUR 500.

The calculation of the effective collateral to be deposited by an exchange member for an account category shall be done by adding a 20% risk premium to the amount of the trading volume-linked collateral component if it exceeds the minimum collateral of EUR 100,000. If the trading volume-linked collateral component is smaller than the minimum collateral amount, the risk premium is added to the minimum collateral. The following discounts are deducted in accordance with the credit category from the total amount thus



calculated up to the maximum amount of the risk premium:

Credit class I:	Discount 2% on own funds
Credit class II:	Discount 1.5% on own funds
Credit class III:	Discount 1% on own funds
Credit class IV:	Discount 0.5% on own funds
Credit class V:	Discount 0% on own funds

The credit classes and own funds are recognized in accordance with the credit assessment pursuant to § 3 of this Agreement.