



**Centrálny depozitár cenných papierov SR, a. s.**

# **The Rules of Operation of Centrálny depozitár cenných papierov SR, a.s.**

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## DEFINITIONS

<b>auto-collateralisation</b>	Fully automated process of the settlement system when “after meeting conditions stipulated by the Rules of Operation and in the T2S documentation”, the intraday credit in the central bank money secured by acceptable collateral will be provided, with purpose to facilitate settlement of the delivery versus payment instruction, in case there is no sufficient cash in the Dedicated cash account.
<b>stock exchange trade</b>	Transaction closed in the trading system of the stock exchange, defined in relevant parts of the stock exchange rules.
<b>CFI code</b>	Identification code assigned pursuant to international ISO standard 10962.
<b>member</b>	Person, to which CDCP granted a membership according to provisions of § 104 of the Act on Securities and the Rules of Operation.
<b>holder</b>	Person to which CDCP opened and is administering the holder’s account.
<b>holder’s account</b>	An account opened according to § 105a of the Act on Securities.
<b>T2S documentation</b>	Set of documents governing operation of T2S; it includes General Functional Specification, User Detailed Functional Specification, Business Process Description, User Handbook and User Requirements Document.
<b>Issuer depository</b>	In relation to the Investor Depository, the central depository in which the financial instrument is issued or immobilised.
<b>Member’s registry</b>	Registry of securities and data on securities owners, kept at level of CDCP pursuant to § 105 of the Act on Securities in connection with § 106 of the Act on Securities.
<b>Holder’s registry</b>	Registry of securities and data on securities owners, kept by the holder on account in the registry pursuant to § 71h sec. 2 of the Act on Securities or pursuant § 105c of the Act on Securities or in similar registry pursuant legislation based on which the holder established or in the registry organized pursuant legislation based on which was established the foreign legal person, for which the holder’s account is open.

<b>Ex-date</b>	The date on or after which an underlying security is traded without a title to yields arising from the security
<b>External settlement</b>	Settlement of the instruction between an account opened in the member's registry and/or in the CDCP registry and an account open in non-participating central depository.
<b>Operation day schedule</b>	Is specifying start and end times of each operation day phases during which CDCP provides services, and activities and acts are performed at CDCP and settlement system participants.
<b>Settlement schedule</b>	Is specifying times and cut-off or recommended times related to settlement services of CDCP and T2S; settlement Schedule is part of operation day schedule.
<b>Other market infrastructure</b>	Trading venue pursuant to article 2 sec. 1 sub-sec. 42 of the CSDR Regulation or central counter-party pursuant to article 2 sec. 1 sub-sec. 16 of the CSDR Regulation.
<b>Internal settlement</b>	Settlement of an instruction between accounts open in the member's registry and/or CDCP registry.
<b>Investor depository</b>	In relation to the Issuer Depository, the central depository which will open an account in the issuer depository.
<b>Client</b>	Entity to which CDCP provides for services in connection with performance of its activities. By the client is understood a member, a participant, linked central depository, other market infrastructure or an issuer to which CDCP granted access to the services. Also a person applying for service provision or access to CDCP services, or third person acting on behalf of, or on account of persons pursuant to this definition based on the Power of Attorney or other authorisation is considered to be the client.
<b>Client's account</b>	Account opened pursuant to §106 of the Act on Securities.
<b>Corporate Action</b>	Any arrangement or activity of the securities issuer that has direct impact on owners of this security and may affect value of the investment of securities owners.
<b>Participation criteria</b>	The criteria set by CDCP in compliance with article 33 of the CSDR Regulation which ensure fair and open access to the central depository for all legal persons that intend to become participants with due regard to risks to financial stability and the orderliness of markets. The participation criteria consist mainly of legal, financial,

	operational and technical requirements for participation with due regard to relevant risks.
<b>Cross-CSD settlement</b>	Settlement of instruction between an account opened in the member's registry and/or in the CDCP registry and account open in other participating central depository.
<b>Beneficial Owner</b>	Person defined as beneficial owner in the AML Act.
<b>T2S settlement currency</b>	Currency eligible in T2S for settlement of instruction with cash settlement.
<b>Gross method</b>	Method of settlement based on settlement of gross values, i.e. settlement of individual transactions without mutual set off of claims and obligations resulting from other settlement instructions.
<b>Over-the-counter (OTC) transaction</b>	Transaction closed mutually by the transferor and the transferee or by other authorised persons in the system of trading venue other than the Stock Exchange or out of trading venue system.
<b>CSDR Regulation</b>	Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012.
<b>Non-allocated account</b>	Owner's account open in CDCP before 30 September 2015 for natural person or legal person, for which, from 1 October 2015 pursuant to §105 sec. 2 of the Act on Securities, the central depository is not obliged to open an owner's account based on its request.
<b>Non-participating central depository</b>	Central depository not providing its settlement services via T2S.
<b>Buyer protection</b>	Process, in which a buyer, who should receive underlying asset which is subject to the corporate action with election, instructs the seller to accept yield/security resulting from reorganisation based on its election.
<b>Person with granted access</b>	Participant, central depository or other market infrastructure which was granted access by CDCP in accordance with CSDR Regulation and Rules of Operation, including CDCP member.
<b>Special contractual arrangements</b>	Contractual relations concluded between CDCP and the Client that more closely regulate selected activities or services of CDCP or execution of rights and obligations of CDCP and the Client.

<b>Payment bank</b>	Entity providing for realisation of cash leg for itself in position of settlement system participant and/or other settlement system participant via its Dedicated cash account.
<b>Payment system</b>	Payment system TARGET2-SK operated by NBS, or other payment system which is part of TARGET2.
<b>Authorised member</b>	The member, who makes records to non-allocated owner's account based on special agreement with CDCP and granted Power of Attorney/authorisation by which the owner of account appointed and authorised the member to make records pursuant to §173v of the Act on Securities, in scope and under conditions specified in the Act on Securities, the Rules of Operation and relevant special contractual arrangement.
<b>Authorised participant</b>	The participant, who is authorised, based on the agreement with CDCP and Power of Attorney from account owner or holder, to perform records on owner's account kept in CDCP (except the non-allocated account) or on holder's account in scope and under conditions stipulated by the Rules of Operation, granted Power of Attorney or special contractual arrangement.
<b>Intended settlement date</b>	Required date for settlement of the instruction stated in the settlement instruction.
<b>Legal regulation</b>	Generally binding legal regulation of the Slovak Republic, published in the Collection of Laws of the Slovak Republic, binding legal regulation of the European Union, international agreement which is binding for the Slovak Republic.
<b>Operation day</b>	Time period in which processing and provision of CDCP services take place in accordance with the operation day schedule.
<b>Rules of Operation</b>	The Rules of Operation of Centrálny depozitár cenných papierov SR, a.s.
<b>Ancillary system</b>	Type of participation in the payment system; the ancillary system is system in which the payments or financial instruments are exchanged or cleared, while resulting cash obligations are settled in the payment system.
<b>Settlement instruction</b>	Instruction for registration of transfer of financial instruments. For purpose of part VI. of the Rules of Operation is defined also as „instruction“.

<b>Instruction with cash settlement</b>	Settlement instruction against payment or settlement instruction with payment or instruction for cash settlement without transaction of the financial instruments.
<b>Primary subscription</b>	Instruction for registration of securities during primary subscription of securities.
<b>Reservation flag</b>	Reservation of the financial instruments which should be subject to settlement on account open in the member's registry or in CDCP registry created by CDCP as settlement system operator; in case the reservation flag was successfully assigned, it is not possible to register any DRS to such financial instruments or any other restriction to dispose with the financial instruments.
<b>Pledge registry</b>	Special registry of pledged securities administered by CDCP pursuant to § 47 of the Act on Securities.
<b>Record date</b>	Day on which is made the list of owners/holders of underlying security in order to specify persons entitled to receive proceeds from this security.
<b>Settlement system</b>	System for settlement of transactions in securities which is operated by CDCP and consists of hardware, technical, communication and organisation means that serves for purpose of provision of settlement services.
<b>CDCP system</b>	Software part of the settlement system ensuring settlement services in T2S or for provision of services out of T2S if settlement of an instruction is not processed in T2S in accordance with the Rules of Operation.
<b>T2S or T2S platform</b>	Single technical platform of the Eurosystem, which allows to the securities central depositories and to the central banks to provide basic, cross-border and neutral securities settlement services in central bank money.
<b>TARGET2</b>	Trans-European Automated Real-time Gross settlement Express Transfer system, for settlement in euro and in central bank money, which has de-centralised structure connecting national systems for gross settlement of payments in real time.
<b>Technical issuer depository</b>	The central depository, which is investor depository and has in holding securities of the issuer depository which does not participate in T2S, whereas for purpose of T2S operation, in relation to these securities it is deemed the issuer depository.
<b>Transformations</b>	Process of cancellation of unsettled instructions and their replacement by new instructions, which are



automatically submitted by CDCP as the settlement system operator, pursuant to rules for given corporate action of reorganisation type.

<b>Market claims</b>	Process of reallocation of proceeds from the corporate action as that of cash distribution or securities distribution based on automated placement of instructions, placed during given time period by CDCP as the settlement system operator.
<b>Participant</b>	Any participant of the settlement system to who access has been granted by CDCP in compliance with article 33 of the CSDR Regulation and the Rules of Operation.
<b>Participation/participant access</b>	Is status of the person which is a participant to which CDCP granted access.
<b>Dedicated cash account</b>	Cash account opened in T2S in order to provide settlement of cash instructions resulting from instructions settled in T2S.
<b>Account</b>	If not stated otherwise, it is owner's account, holder's account or client's account. For purpose of part VI. of the Rules of Operation it is owner's account or holder's account.
<b>Owner's account</b>	An account open pursuant to § 105 of the Act on Securities.
<b>Participant's account</b>	An account opened in T2S for the participant of the settlement system pursuant to part V. of the Rules of Operation.
<b>User Committee</b>	Committee established for the Settlement system pursuant to article 28 of CSDR Regulation consisting of representatives of issuers and participants.
<b>Executory Decree</b>	The Executory Decree to the Rules of Operation that creates its inseparable part and is governing selected issues in more detail.
<b>Payment date</b>	Day on which proceeds and/or principal from the security is paid to security owners / holders.
<b>Participant default</b>	Situation when insolvency proceedings, as defined in point (j) of Article 2 of Directive 98/26/EC, against the participant was opened, i.e. any proceeding which means any collective measure provided for in the law of a Member State, or a third country, either to wind up the participant or to reorganise it, where such measure involves the suspending of, or imposing limitations on, transfers or payments. In given case it is mainly situation when participants assets are in bankruptcy, when

restructuring was permitted or exists any other fact meaning that the participant is in bankruptcy, or is insolvent, or other measure regulated by law of other country that satisfy conceptual attributes of '*participant default*' definition as in previous sentence.

**Participating central depository** The central depository providing its settlement services via T2S.

## ABBREVIATIONS

<b>AML Act</b>	Act No. 297/2008 Coll. on the Prevention of Legalization of Proceeds of Criminal Activity and Terrorist Financing and on Amendments and Supplements to Certain Acts as amended
<b>ARDAL</b>	The Debt and Liquidity Management Agency
<b>Stock Exchange</b>	Securities Stock Exchange
<b>BSSE</b>	The Bratislava Stock Exchange
<b>BIC code</b>	Bank Identifier Code – defined in the ISO standard 9362
<b>CDCP</b>	Centrálny depozitár cenných papierov SR, a.s.
<b>Scale of Fees</b>	Scale of Fees of Centrálny depozitár cenných papierov SR, a.s.
<b>CNB</b>	a national central bank creating part of the Eurosystem
<b>Sec.</b>	security/securities
<b>ČEM</b>	identification number of an issue of paper-form shares
<b>FATCA agreement</b>	Agreement between the Slovak Republic and the United States of America to Improve International Tax Compliance and to Implement FATCA
<b>ECB</b>	The European Central Bank
<b>EIB</b>	The European Investment Bank
<b>IS CDCP</b>	information system of CDCP
<b>NBS</b>	the National Bank of Slovakia
<b>NIČ</b>	substitute identification number
<b>NCB</b>	The National Central Bank
<b>NCDCP</b>	Národný centrálny depozitár cenných papierov, a.s.
<b>Broker/Dealer</b>	an organization that trades in securities
<b>DR</b>	Disposal Right
<b>SDR</b>	Suspension of Disposal Rights
<b>RRSR</b>	Registry of Residents of the Slovak Republic
<b>SR</b>	The Slovak Republic
<b>T2S</b>	TARGET2-Securities

<b>ECR</b>	extract from the Commercial Register
<b>Decree 446/2015 Coll.</b>	Decree of the Ministry of Finance of the Slovak Republic No. 446/2015 Coll., laying down details of due diligence of financial accounts by reporting financial institutions.
<b>AEI Act</b>	Act No. 359/2015 Coll. on automatic exchange of financial account information in the field of taxation and on the amendment to certain acts in wording of later regulations
<b>Coll. investment Act</b>	Act No. 203/2011 Coll. on Collective Investment in wording of later regulations
<b>Foreign securities</b>	foreign security /foreign securities
<b>Foreign broker/dealer</b>	a foreign organization that trades in securities
<b>FBRN</b>	foreign birth registration number
<b>FRN</b>	foreign company registration number
<b>ZOCP</b>	Act No 566/2001 (Coll.) on Securities and Investment Services and on Amendments and Supplements to certain Laws as amended by later regulations

# PART I. INTRODUCTORY PROVISIONS

## Article 1

### Introductory provisions

- 1.1 Centrálny depozitár cenných papierov SR, a.s., registered office 29. augusta 1/A, 814 80 Bratislava, business ID 31 338 976, registered in the Commercial Register of the District court Bratislava I, section: Sa, insert No. 4493/B hereby issues these Rules of Operation in the sense of § 103 of ZOCP.
- 1.2 The rules of Operation are published in the Slovak language. Translations being provided or published by CDCP are indicative versions only and Slovak version shall prevail in case of doubts. The Rules of Operation including executory decrees thereto and related documents, referred to herein and stipulating in detail implementation of selected activities are available in writing by CDCP for the public at the registered office of CDCP, and in electronic format at the CDCP's website [www.cdcp.sk](http://www.cdcp.sk).
- 1.3 The Rules of Operation define procedures in implementation of the activities and provision of services by CDCP, and apply to provision of all CDCP services or actions towards provision of the services. The selected activities or services may be stipulated in special contractual arrangements.
- 1.4 An inseparable part of the Rules of Operation is the executory decrees that stipulate in more detail the provisions of the Rules of Operation or provisions of selected issues.
- 1.5 The Rules of Operation including executory decrees thereto and related documents referred to herein and stipulating in detail implementation of selected activities is in compliance with § 103 of ZOCP applicable to CDCP and all entities to which CDCP provides services related to pursuance of its activities. The Rules of Operation is mandatory also to entities acting in the name of or on behalf of a client if they use the services from CDCP.
- 1.6 The CDCP board approves the Rules of Operation. Prior to approval of the Rules of Operation by the board, CDCP shall discuss a draft thereof in the User Committee if demanded by the Statutes of the User Committee of Centrálny depozitár cenných papierov SR, a.s., and in a manner defined therein. The board of CDCP approves the executive decrees to the Rules of Operation.
- 1.7 CDCP shall have right to amend the Rules of Operation and applicable executory decrees (hereinafter referred to as "Rules of Operation" only) unilaterally, in particular for legislation, technical, and process reasons. On the effective date of a new wording of the Rules of Operation the previous version of the same expires and becomes void, and is fully replaced by the new wording of the Rules of Operation. When using the CDCP services, the clients explicitly and unconditionally agree with how the changes to the Rules of Operation are implemented. CDCP shall publish full version of the Rules of Operation with amendments made at the registered office and publish them in electronic format at [www.cdcp.sk](http://www.cdcp.sk) with indication of validity and force, wherein such publication and availability shall be made at least 15 days in advance of the effective date.
- 1.8 The provisions of the Rules of Operation shall have precedence over the provisions of special contractual arrangements between CDCP and client. Provisions of the special contracts, which become at any time in future in conflict with the Rules of Operation

due to changes to the latter, shall become ineffective and invalid on the day when change or new wording of the Rules of Operation shall come into force.

- 1.9 Unless CDCP and client agree otherwise, or unless stipulated otherwise in the Rules of Operation, the laws of the Slovak Republic shall govern the relations between them.
- 1.10 Relations between CDCP and client to which CDCP renders its services shall be governed in particular by these Rules of Operation, special contractual arrangements, of ZOCP, CSDR regulation, Commercial code, and other relevant regulations.

## **Article 2**

### **Due diligence with respect to the client**

- 2.1 In the sense of relevant regulations and to the extent defined therein (in particular AML act), CDCP may require the client to identify and inform about entities that ultimately owns the client or its founder, control or are engaged in control, as well as the beneficial owners in the name of or on behalf of which the service (transaction) or activity is pursued.
- 2.2 A natural person who acts on his/her own behalf or in the name of an applicant for service must be major and eligible to pursue legal acts in full extent. A legal representative acts on behalf of a person not being eligible for legal acts in full.
- 2.3 A statutory body (or other authorized entity in the sense of applicable laws, e.g. proxy) act on behalf of a legal person as specified in an abstract from commercial register or from other register, or in other relevant document that stipulates acting on behalf of the legal person (in case the legal person is not registered in commercial or other similar register). In case of change to composition of the statutory body or change to any other entity authorized to act on behalf of the legal person, the change shall be effective with respect to CDCP as of submission or delivery of an original or authenticated copy of legally effective decision of the body having authority to adopt the change, or any other relevant document.
- 2.4 To identify and verify the client, CDCP requires:
  - a) A natural person – not self-employed: a valid ID card (or other proof of identity) or a replacement card in the sense of relevant regulation. A 16- to 18-years old person coming of lawful age by marriage shall submit a marriage certificate as well;
  - b) A minor to whom ID card was issued: valid ID card of the minor and valid ID card of his/her legal representative; should the latter be appointed by court, written verdict about the extent to which the legal representative may act on behalf of the minor;
  - c) A minor to whom no ID card was issued (below 15 years of age): birth certificate (a document corresponding to the birth certificate if the child was born outside the territory of Slovakia) or an abstract from the journal of births, and valid ID card of his/her legal representative; should the latter be appointed by court, written statement about the extent to which the legal representative may act on behalf of the minor;
  - d) A natural person – self-employed: valid ID card (or other proof of identity), current abstract from an official register or from other official registry where the person is registered, or from other credible and independent source not older than 3 months; if the person is not to be registered in a register, a document with proof of authorization to do business issued by relevant body, certificate on assigning of business number, if assigned;

- e) legal person: data about a natural person being authorized to act on behalf of the legal person according to a), and a current abstract from the commercial register not older than 3 months, or other document that gives a proof of incorporation and foundation of the legal person, and subject of its business with a document that gives a proof of authorization to do business, and certificate on assigning of business number, if assigned, and document that gives a proof of authorization of the natural person to act on behalf of the legal person; if the natural person is not to be registered in the commercial register, a certificate on legal identity of the legal person, articles of association with confirmation about registration in a relevant official register not older than 3 months, or other relevant documents, certificate on assigning of business number, if assigned.
  - f) A foreign legal person: documents similar to e) above not older than 6 months; in case of a legal entity doing its business in the territory of Slovakia, current abstract from Slovak commercial register not older than 3 months;
  - g) A person acting on behalf of or in the name of other person – applicants for service (in particular based on power of attorney, regulation, or decision of a statutory body): documents that give proof to act in the name of other person – applicants for service in conformity with requirements of this article, including documents according to a) to f) of this section of this article to identify a person authorized to act.
- 2.5 Should the documents submitted according to this article, in particular section 2.4 do not contain all data needed for identification of the client in conformity with AML act or data needed for provision of the service in conformity with applicable regulations, CDCP shall have right to demand more documents from the client for identification and verification.
- 2.6 Should the client refuse to comply with the required extent of the due diligence with respect to the client (in particular requirements for identification and verification of the identification) in the sense of the regulations, CDCP shall have right to refuse provision of the service.
- 2.7 Should a person act on behalf of an applicant for service, the person shall identify himself/herself with a written power of attorney or delegation with authenticated signature of the mandator or person who granted the authorization in conjunction with the extent of the authorization to act on behalf of the applicant. The extent of the authorization to act on behalf of the applicant for service must be sufficiently certain, whereas CDCP shall determine the certainty. Should the power of attorney or delegation be granted by a statutory representative of a legal person, the person who submits the request for service must demonstrate the authorization of the statutory representative at the moment of signing of the power of attorney or delegation as well as when signing the request for service based on this power of attorney or delegation, and also at the time of provision of the required service to grant the power of attorney or delegation on behalf of the applicant in the manner according to section 2.4, paragraph e) of this Article. The authorization of the statutory representative according to previous sentence shall be proved by the applicant for service by presenting of valid and current abstract from commercial register in case of domestic legal person not older than 3 months of: signing of the power of attorney or delegation, signing of the request for service, provision of required service, and in case of a foreign legal or natural person-self-employed by presenting of valid and current abstract from commercial register not older than 6 months as of signing of the power of attorney or delegation, signing of the request for service, provision of required service, or

document that makes the proof of incorporation and foundation of the legal person. The persons who granted the full power of attorney or delegation must be specified in the presented abstract from commercial register or a document that gives a proof of incorporation and foundation of the legal person. Should a proxy grant the power of attorney, CDCP assumes the proxy has right to grant the power of attorney to other persons. CDCP shall not be liable for damage potentially occurring based on illegally granted power of attorney by the proxy.

- 2.8 In addition, the power of attorney or delegation may include the following about the mandator and/or representative in addition to information according to section 2.7 of this article:
- a) in case of a natural person who identifies with an ID card, passport or residency permit - full name, birth number or date of birth if not assigned, residential address, wherein if the representative identified with passport or residency permit and birth number is assigned, the text of the power of attorney must contain the birth number; if ID card is used for identification, date of birth is enough to be specified in the text of the power of attorney,
  - b) in case of a legal person – business name, registered office, business ID, wherein this data must be shown in the presented abstract from the commercial register not older than 3 months, or other submitted document that gives a proof of incorporation and foundation of the legal person.
- 2.9 CDCP shall have right to refuse a request for service provided that data about the legal person and its statutory representatives in the power of attorney or delegation differ from those in an ID card or abstract from the commercial register.
- 2.10 Validity of the power of attorney or delegation presented or submitted to CDCP expires upon date defined therein, revocation, or making a legal act for which it was issued, unless stipulated otherwise therein. Validity of the power of attorney or delegation also expires upon death or extinction of the client, or in case of delegation upon termination of employment of the authorized person with an employee that granted the same. In case of expiration of the power of attorney or delegation the fact is effective with respect to CDCP upon giving a proof thereof depending on reason for termination thereof.
- 2.11 Should a natural person act based on a delegation validity of which expires upon termination of employment, the issuer of the delegation shall inform well in advance CDCP in writing about termination of validity of said delegation for that person, otherwise CDCP shall not be liable for damage incurred due to breach of obligations in the sense of this provision.
- 2.12 The following shall apply for procedure and how revocation of the power of attorney or delegation presented or submitted with respect to proceedings before CDCP:
- a) the revocation must be made in writing, wherein signing is governed by section 2.7 of this article, but the signatures of the authorized persons may not be authenticated,
  - b) the revocation must identify persons acting on behalf of the legal entity, if the one revokes the power of attorney or delegation,
  - c) wording of the revocation must clearly indicate that the power of attorney or delegation is revoked,



- d) if the revocation does not specify what power of attorney or delegation is being revoked, CDCP assumes that all power of attorneys or delegations granted before delivery of the revocation are revoked,
  - e) revocation of the power of attorney or delegation with respect to CDCP shall be effective upon presentation or submission of the revocation to the CDCP operation point or CDCP mail room; the decisive for acting by CDCP based on the revocation is the date of taking over or delivery of the revocation at the CDCP operation point or CDCP mail room,
  - f) CDCP shall not be liable for damage due to incomplete, incorrect, or otherwise defective revocation of the power of attorney or delegation, or late presentation or submission to CDCP.
- 2.13 For the purposes of provision of the services, should the client be declared bankrupt, the representative authorized based on the power of attorney granted by the statutory body of the client-bankrupt shall not be authorized to act in conformity with the bankruptcy proceedings. CDCP does not accept the power of attorney, and no service shall be granted to the authorized representative.
- 2.14 Should date of client's signature on the presented documents be older than the one giving a proof that the person is authorized to sign the document or act before CDCP, the applicant for service shall provide documents to give a proof of authorization of the client's signature on the presented document (e.g. signature on a pledge contract). In justified cases CDCP may decide that the condition in the previous sentence shall not apply.
- 2.15 All documents required by CDCP according to this article should be presented as originals or authenticated copies, unless the Rules of Operation stipulate otherwise.
- 2.16 Based on its own discretion, CDCP may reasonably verify and review the sufficiency and credibility of the presented or submitted documents according to the Rules of Operation, and the client shall cooperate to this end.
- 2.17 Should the documents be issued or signatures thereon authenticated in a territory outside the Slovak Republic, CDCP shall have right to demand a higher authentication of the documents or signature authentication (super-authentication) or certification (apostille) in conformity with Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents, and legal translation of the documents into Slovak (with the exception of documents in Czech). Authentication of signatures and verification of the documents made abroad should have higher authentication (super-authentication), unless legal assistance treaty concluded between the Slovak Republic and other country or other regulations stipulate otherwise, or if the country of documentation origin is not listed among the signatories of the Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents; also in this case CDCP shall have right to ask for the super-authentication.
- 2.18 In relevant cases the client shall inform CDCP without undue delay about any changes to data and documents submitted or presented to CDCP, provided that the change is important for provision of the CDCP services or delivery of documents, and submit a document that gives proof of such change. This is without prejudice to making changes or presentation of documents and data to CDCP according to specific provisions of the Rules of Operation.

- 2.19 No authentication of signatures on documents related to implementation of the currency policy operations of the Euro system via NBS including cross-border guarantee use, provided that the documents are issued by NCB, ECB, or EIB. No authentication of signatures is required for documents issued by the Office of Government of the Slovak Republic, a ministry of the Slovak Republic, NBS, the State Treasury or ARDAL, provided that the document is signed by the prime minister, a minister, the governor of NBS, the director of the State Treasury, or the director of ARDAL; however, should they grant power of attorney or delegation, their signature must be authenticated.

### **Article 3**

#### **Registration of the client as an entity and assignment of identifiers**

- 3.1 Unless defined otherwise in the Rules of Operation, the use of CDCP services is conditional on registration of the client as an entity in the CDCP/member registry.
- 3.2 The registration of the client as an entity that uses CDCP services include recording of necessary current identification data about the client in the CDCP/member registry, and assignment of the entity's registration number. The client identification data includes:
- a) in case of a natural person: full name, ID number of the natural person, nationality, permanent address;
  - b) in case of a natural person – entrepreneur: name (business name), ID number of the natural person – entrepreneur, full name, birth number of the natural person, nationality, registered office (place of business);
  - c) in case of a legal person – name, ID number of the legal person, tax domicile, registered office.
- 3.3 Upon registration, CDCP assigns to the client an entity registration number that represents some client rights in the CDCP registry. Upon registration of the client as an entity in the CDCP registry, CDCP assigns:
- a) one entity registration number for type of entity – issuer;
  - b) one entity registration number for type of entity – creditor (pledgee/creditor in transfer of securities as collateral);
  - c) one entity registration number for type of entity – account owner (owner's account or holder's account), participant, broker, national central bank, issuer depository, investor depository, external depository for T2S, trading venue;
  - d) one entity registration number for type of entity – other authorized person, tax office, customs office, court, state supervision, liquidator, distrainor.
- 3.4 When a member registers a client as an entity in its member registry, the member assigns:
- a) one entity registration number for type of entity – account owner (owner's account);
  - b) one entity registration number for type of entity – other authorized person, tax office, customs office, court, state supervision, liquidator, distrainor.
- 3.5 In case of registration of pledge to book-entry securities according to § 53a ZOCP or transfer as collateral of book-entry securities according to § 53c of ZOCP, the member registered in CDCP assigns to the pledgee/creditor in transfer of securities as collateral

one entity registration number according to paragraph b), section 3.3 of this article only when the pledgee/creditor in transfer of securities as collateral has no entity registration number assigned in the CDCP registry so far.

- 3.6 CDCP/member may assign multiple different entity types to a client (e.g. an authorized person may be account owner, participant, broker). The registered identification data of the client as the entity in the CDCP/member registry is linked to specific assigned entity registration number and not the entity type. The identification data of the client for each entity type registered under single entity registration number is equivalent.
- 3.7 The client asks CDCP/member for registration, change to or cancellation of the registration with the exception where CDCP performs the registration together with the request for service (e.g. signing a contract with issuer, application for opening of owner's account, and more) or CDCP performs the same with initiative in conformity with ZOCP or other regulation.
- 3.8 Upon request of the client for change to identification data registered for specific entity type being assigned in the CDCP registry under single entity registration number according to section 3.3, paragraph c) of this article, CDCP shall make change to the identification data of the client also for other entity types being assigned to the client in the CDCP records under the same entity registration number according to section 3.3, paragraph c) of this article. Should an authorized person with the entity registration number ask CDCP/member as a specific entity type for a service based on written service request (application/instruction) in which identification data other than data registered about the authorized person under this entity registration number is given, the request for service shall be regarded also as a request for change to registered identification data of the authorized person for that type of entity. In this case CDCP shall have right to ask the client to clearly and sufficiently demonstrate said change to registered identification data, otherwise CDCP may refuse processing of the required service.
- 3.9 The following persons do not subject to the registration according to this article:
- a) persons who use information from public domain provided by CDCP (information known from report duties, statistical information);
  - b) other persons authorized to act on behalf of the client (a legal representative, representative base on power of attorney, and more), and the authorization is demonstrated in request for CDCP/member service in the way defined herein;
  - c) authorized persons and state authorities if they require information from CDCP/member records according to ZOCP or other specific regulation,
  - d) issuers of paper-form securities in relation with keeping the list of shareholders of registered paper-form shares.
- 3.10 Other identifiers that CDCP assigns are:
- a) numerical identification of the owner's account – number assigned when owner's account is open in the CDCP registry (generated automatically when the owner's account is open);
  - b) numerical identification of the owner's account – number assigned when owner's account is open in member registry, wherein this owner's account must be linked to

- some client account of the member (the number is generated automatically when the owner's account is open);
- c) numerical identification of client's account of member – number assigned when client's account of member is open (the number is generated automatically when the client's account of the member is open);
  - d) numerical identification of holder's account – number assigned when holder's account is open (the number is generated automatically when the holder's account is open),
  - e) numerical identification of account open in T2S (the number is generated automatically when the account is open);
  - f) pledge contract number – number assigned to a pledge contract when registering the contractual pledge or number assigned when registering a statutory pledge in the pledge registry, which stands for unique and definite pledge identifier within the registry of the securities (should the pledge contract made in writing be numbered by the parties, this number shall not be regarded as the pledge contract number for this purpose);
  - g) number of transfer as collateral – number assigned to the transfer as collateral when registering the security number to a special registry of transfers as collateral, which stands for unique and definite identifier of transfer as collateral within the registry (should the contract on transfer of securities as collateral made in writing be numbered by the parties, this number shall not be regarded as the number of transfer as collateral for this purpose);
  - h) SDR identification – number assigned to SDR when registering SDR, which stands for unique and definite SDR identifier within the registry.
- 3.11 Indication of the identifier of a person and birth number/substitute identification number or company ID/FRN, or if combination of the entity registration number and other identifier of the person is used, fulfils requirements for identification of the client in the sense of ZOCP for provision of services in IS CDCP. This is without prejudice to the authorization of CDCP to require presentation of documents and information needed in relation with compliance according to AML act and FATCA agreement, and AVI act.
- 3.12 Should a client have multiple entity registration numbers or identifiers in the CDCP/member records, each number may only be used for purposes it was assigned.

#### **Article 4**

##### **Assignment of substitute identification number**

- 4.1 Identification number is in case of
- a) natural person – Birth Registration Number /FBRN assigned in SR,
  - b) natural person entrepreneur – Company Registration Number assigned in SR,
  - c) legal person – Company Registration Number (*further CRN*) assigned in SR.
- 4.2 Substitute identification number assigned by CDCP substitutes Birth Registration Number of the natural person or CRN and it is possible to use it only in connection with CDCP services. CDCP is assigning, based on application of the member, the participant or the issuer or base on its decision following types of substitute identification numbers:
- a) FRN – foreign Companies Identification Number

- b) NIČ – substitute identification number
- 4.3 CDCP shall assign FRN:
- a) on its own initiative (without application) for the issuer of Foreign securities with a registered office located outside the territory of SR, registry of which is kept in CDCP pursuant to these Rules of Operation. If the issuer of Foreign Sec. with registered office outside the territory of SR issued security issues of Foreign Sec. pursuant to multiple legal orders, for purpose of registration in CDCP it will be assigned individual FRN for each security issue of Foreign Sec.;
  - b) on its own initiative (without application) for foreign legal person or natural person – entrepreneur with registered office outside the territory of SR;
  - c) based on application of the member or the participant for foreign legal person or natural person – entrepreneur with registered office outside the territory of SR, whereas signature in the application does not have to be certified.
- 4.4 A request for the assignment of FRN shall be submitted by the member or the participant in writing on a specified form:
- a) in person;
  - b) via post to the registered office of CDCP;
  - c) via fax or e-mail (in this case the member is obliged to send the request for FIN assignment also by post to CDCP address, within 3 working days).
- 4.5 CDCP shall assign NIČ on its own initiative (without application):
- a) for the issuer of Foreign securities with a registered office located in SR, registry of which is kept in CDCP pursuant to these Rules of Operation. If the issuer of Foreign Sec. with registered office in SR issued security issues of Foreign Sec. pursuant to multiple legislations, for purpose of registration in CDCP it will be assigned individual NIČ for each security issue of Foreign Sec.;
  - b) for relevant national authorities (e.g. tax authorities, customs office etc.) in case they apply for services of CDCP;
  - c) for natural person – distrainer or insolvency administrator in case that applies for services of CDCP;
  - d) for foreign natural person, in case the natural person is requiring CDCP services as a pledger or pledgee and subject of the pledge right are paper-form securities. If the natural person requiring CDCP services as a pledger or pledgee is a resident of the Czech Republic and subject of the pledge right are paper-form securities, CDCP is entitled to accept Birth Registration Number assigned in the Czech Republic for purpose of identification number of such natural person;
  - e) for foreign natural person, in case the natural person is requiring CDCP services as a pledgee and subject of the pledge right are book-entry securities. If the natural person requiring CDCP services as the pledgee is the resident of the Czech Republic and subject of the pledge right are book-entry securities, CDCP is entitled to accept Birth Registration Number assigned in the Czech Republic for purpose of identification number of such natural person;
- 4.6 CDCP shall assign NIČ based on application from:
- a) the member or the participant for foreign natural person in case it is requiring for CDCP services (e.g. pledge – pledge in case the pledgee is a person specified in § 53a section1, letter (f) of ZOCP; this does not apply in case mentioned in section 4.5 of this Article;

- b) the issuer of units of the unit trust for unit trusts funded by the asset-management company.
- 4.7 If a natural person applies with the member or the participant for opening an owner's account and the natural person has not been assigned the birth registration number in SR according to the legal regulations in force, the member is obliged to require FBRN assigned by RRSR from such natural person when opening the account.
- 4.8 The responsibility for correctness of information stated in the request for the assignment of substitute identification numbers, for archiving the request and its accompanying documents as well as for possible damage due to inclusion of false information shall be borne by the member/issuer who has submitted the request for the assignment of a substitute number (FRN/NIČ).

## **Article 5**

### **CDCP services**

- 5.1 CDCP is providing services exclusively upon request for service submitted by an authorized person and in conformity with ZOCP, CSDR regulation, other regulations, and these Rules of Operation. CDCP shall have right to provide the service or perform its activities on its own initiative if the Rules of Operation or other regulation defines so.
- 5.2 Activity of CDCP and hence the range of provided services is defined by:
- a) the extent of services pursuant to the licence granted to CDCP in conformity with Article 17 of the CSDR regulation;
  - b) the extent of services notified in conformity with Article 19, section 8 of the CSDR regulation;
  - c) the extent of services CDCP provides based on permit granted according to other regulation;
  - d) ZOCP or other regulation.
- 5.3 CDCP publishes the extent of its services on its website [www.cdcp.sk](http://www.cdcp.sk).
- 5.4 CDCP provides the settlement services via T2S platform and to this purpose it registers in T2S its participants, opens accounts for the participants, and CDCP registers issues of the book-entry securities being registered by CDCP in the issuer registry or special registry of the book-entry securities.
- 5.5 CDCP permits use of the services during operation days of the settlement system according to part VI of the Rules of Operation. Should the operation day of the settlement system is not a weekday according to applicable regulations of the Slovak Republic, the authorized persons may submit their requests for CDCP services exclusively as specified in part I of the Rules of Operation.

## **Article 6**

### **Form of and method the requests for service are submitted**

- 6.1 The client or authorized person submits a request for service in the manner defined in each part of the Rules of Operation.

- 6.2 Unless the Rules of Operation define otherwise, the request for service may be submitted:
- a) in writing in person at CDCP office in duplicate (i.e. one original for processing of the request for service, and one non-authenticated copy to confirm receipt or processing of the request being returned by CDCP to the client), wherein the request for service must be signed in the face of an employee of CDCP;
  - b) in writing in person at CDCP mail room in one original, wherein the signature on the request for service must be authenticated, unless the Rules of Operation define otherwise;
  - c) in writing by mail at the registered address of CDCP in one original, wherein the signature on the request for service must be authenticated, unless the Rules of Operation define otherwise;
  - d) via the IS CDCP in case of a person with granted access to the IS CDCP.
- 6.3 In case of a request for information service no authenticated signature is required in the request for service provided that CDCP sends the outcome of the information service to the client based on COD or first class mail with receipt of delivery to the permanent address or the registered address in the CDCP registry.
- 6.4 The written request for service is submitted in the form of:
- a) a request or instruction on a specified form;
  - b) special contractual arrangement in cases defined herein;
  - c) combination of a) and b) above in cases defined herein;
- 6.5 Should a form is prescribed for a specific request for service, the client or other authorized person submits the request for service on the specified form. Specimens of the forms including codes used and code tables are available at the registered office of CDCP or from [www.cdcp.sk](http://www.cdcp.sk). In legitimate cases CDCP may require also documents and information not explicitly listed in the form. CDCP may decide about acceptance of the request for service not submitted on the required form in case if it contains all data from the form, and required by ZOCP and these Rules of Operation, or other regulation. The provisions of previous sentence do not apply in case the regulation stipulates mandatory specimen form (e.g. applicable executive regulations to the CSDR regulation).
- 6.6 The client shall fill in the written request for services legibly without striking out and rewriting. The submitting client shall be responsible for contentual and formal correctness of the form or the requests submitted in a different form.
- 6.7 A request for service submitted to CDCP in writing can be withdrawn, provided that a withdrawal request is presented to CDCP not later than the business day before the day on which the required service should be effectively processed. The withdrawal request for the request for service should clearly identify the request being the subject of the withdrawal, and must comply with equal formal and content requirements as a request for service (application/instruction) being the subject of the withdrawal. The request for service may no longer be withdrawn in case CDCP has already effectively processed the requested service.

## **Article 7**

### **Documents enclosed with request for service**

- 7.1 CDCP has the right to be provided with any documents necessary for performance of its activity; otherwise it is entitled to decline the provision of a service. Failure to provide such documents, or their delayed or incomplete provision, or provision in a form other than the required form shall be borne by the person/entity obliged to provide them
- 7.2 Mainly the documents stipulated by ZOCP, by other generally binding legal regulations and by the relevant provisions of the Rules of Operation must be enclosed with the request for service, unless otherwise stated.
- 7.3 The documents that are being enclosed to the application for service must be complete and original or officially verified copies, or in the form of certified copy from the Central Register of Notarial Documents, unless otherwise stated in the Rules of Operation. The previous sentence does not apply to court resolution in the case of administrators of the bankruptcy assets, authorisation from the court granted to notaries or distrainers. After taking-over the documents by CDCP's employee or upon delivery of the documents to the seat of CDCP these become the property of CDCP. CDCP has right to decide, based on the written request, whether the documents will be returned or not.
- 7.4 Documents issued or verified abroad in a language other than the Slovak language or documents issued in other than the Slovak language, must be translated in writing to the Slovak language with attached translator's clause, issued pursuant to the relevant legal regulation unless otherwise stated in the Rules of Operation. Documents without an official translation shall not be accepted by CDCP. An exception to this rule constitute documents in the Czech language while CDCP reserves the right to request written translation to the Slovak language with attached translator's clause, issued pursuant to the relevant legal regulation also in case of documents in the Czech language, except documents issued by public administration authorities in the Czech Republic. An exception for documents in the Czech language does not apply to translation of foreign language documents to the Czech language.
- 7.5 The authentication of signatures and verification of documents performed abroad must have a higher-level legalisation (i.e. super legalisation), unless a treaty on legal assistance, concluded by the Slovak Republic and the relevant country, or other legal regulations stipulate otherwise or, respectively, unless the country of origin of the documentation is included in the list of countries that have signed the Convention on Cancellation of Requirement of Higher Verification of Foreign Public Documents dated 5 October 1961; but CDCP is entitled to require super legalisation also in such case.
- 7.6 A list of all enclosed documents shall be included in the relevant section of the form, on which the request for service is being submitted or in the attachment to the agreement with CDCP, if CDCP and other contractual party shall agree on that. If the list of documents is not an annex of the contract, it is deposited into respective file in the CDCP records
- 7.7 CDCP reserves the right to require the official verification of the signatures on submitted documents in cases other than those specified in these Rules of Operation. The failure to provide documents with officially verified signatures, their



delayed/incomplete provision or provision in a form other than required shall be borne by the person/entity obliged to provide them.

- 7.8 In case of the request for information services such as a statement of the owner's account or information services pursuant to §107 of ZOCP, it is sufficient for a domestic legal entity requesting the service to submit an ECR not more than 1 year old, and for a foreign legal entity to submit documents not more than 2 years old. CDCP is entitled to accept the original or a copy of excerpt from the Commercial Register that does not comply with requirements pursuant to previous sentence if it is attached to the request when providing information services for the purpose of action in court, subject matter of which is deletion of the legal person from the Commercial Register due to its dissolution without successor in title (client or other authorised person is obliged to state this fact in the request for service), but only in case that output from the information service does not contain data on securities or data on security owners.,
- 7.9 The responsibility for loss, destruction of, or damage to the documents enclosed with the request for service shall be borne by the CDCP/member/participant, depending on where the documents are stored.
- 7.10 After registration of a transfer/transition/movement of securities on which a SDR or a pledge pursuant to §53a) of ZOCP or a transfer as collateral pursuant to §53c) of ZOCP is registered, the CDCP/member in whose registry the securities were registered in accounts before the registration of the transfer/transition/movement are obliged, upon a written request of the CDCP/member in whose registry the securities are registered in accounts after the registration of the transfer/transition/movement, to submit the officially verified copies of the documents based on which the SDR or the creation/change of pledge pursuant to §53a) of ZOCP or the creation/change of transfer as collateral pursuant §53c) of ZOCP has been registered. The statement of the owner's account, in which the corresponding SDR or pledge pursuant to 53a) of ZOCP, or a transfer as collateral pursuant to 53c) of ZOCP is registered must be enclosed to the request.
- 7.11 If the client already submitted to CDCP documents which are, according to the Rules of Operation, acceptable also for placing other request for CDCP service, CDCP shall accept the documents and it is not necessary to submit them again.

## **Article 8**

### **Order and term for processing of requests for service**

- 8.1 CDCP accepts and processes the requests for services in the sequence they have been submitted by the clients or other authorised persons.
- 8.2 The client or other authorised person whose earlier submitted request for service has been declined due to deficiencies in the content or legal form shall not take precedence over the other clients or other authorised persons and his/her request shall be deemed as a new one.
- 8.3 CDCP is entitled to process the requests for services preferentially in well-founded cases (e.g. an instruction to suspend the right to dispose of securities)
- 8.4 Depending on the quantity of documents submitted with the request for service and on the complexity of their content, CDCP is entitled to postpone the processing of the service, or send the notice of non-execution, by a time required for a thorough review

of the documents, but not more than for a period of 15 working days. By provisions of previous sentence are not affected special provisions or the Rules of Operation, special contractual arrangements or of legal regulations governing terms for provision of selected services.

- 8.5 CDCP has right to provide any service based on the request of the client or other authorised person in reasonable time period (it means not immediately after delivery or receiving of the request for service) due to malfunction of technical equipment of CDCP, natural disaster, a strike, a force majeure or other reason, or from an incident partially or entirely limiting operation of CDCP, whereas this time period must be in compliance with provisions of section 8.4 or this article.

## **Article 9**

### **Special provisions for processing of CDCP services**

- 9.1 In case the conditions stipulated by ZOCP or by the Rules of Operation or by the Executory Decrees of the Rules of Operation, conditions stipulated in other legal regulation or conditions pursuant to special contractual arrangement are not met, CDCP is entitled to decline a request for service. CDCP is entitled to decline the request for service also in case it is set by legal regulation (e.g. in connection with application of international sanctions)
- 9.2 Except cases pursuant to sec. 9.1 of this article, CDCP is entitled to decline request for service or to provide service in situations specified in the CSDR Regulation, mainly based on comprehensive risk assessment in case of access to services for selected entities. In mentioned situations, in connection with refusal to provide service, CDCP shall act in compliance with relevant provisions of CSDR Regulation and relevant implementing regulations.
- 9.3 If the request for service was declined pursuant to relevant provisions of the Rules of Operation, the client shall be informed of this fact without delay. In such case, the responsibility for damage due to fact that service was not provided shall not be borne by CDCP
- 9.4 CDCP shall be entitled to make inevitable amendments in its registry due to legislative and operational reasons; the rights and legally protected interests of persons to whom CDCP provides its services must not be affected by such amendments.
- 9.5 CDCP shall not be liable for damage due to malfunction of technical equipment beyond reach of CDCP, natural disaster, a strike, a force majeure or other reason, or from an incident partially or entirely limiting operation of CDCP.

## **Article 10**

### **Special provisions for provision of data to the authorized persons according to § 110 of ZOCP or specific regulations when meeting information obligations**

- 10.1 For the purposes of this article, an authorized person is referred to a person to whom CDCP according to ZOCP or other regulations is obliged to provide protected data or other data being registered in the sense of applicable regulations, in particular ZOCP.
- 10.2 Referring to the authorized person according to this article, CDCP does not require authenticated signature in the following documents:
- a) request for service,

- b) power of attorney granted by the authorized person.
- 10.3 When providing the information services to the authorized persons according to this article in fulfilling of information obligations for the purpose of a court proceeding subject of which is termination of registration of a legal person without legal successor in the commercial register (what the person who submits the request for service is obliged to state in the request), CDCP shall accept the request for service also without presentation of an abstract from the commercial register.
- 10.4 In case of requests for information about securities submitted by the authorized persons according to this article, provisions of article 11 and 12, part V of the Rules of Operation, shall apply accordingly

## **Article 11**

### **Fees for service provision**

- 11.1 CDCP shall provide its services for fee stipulated in compliance with the Scale of Fees valid in the moment of service provision, unless ZOCP or a separate legal regulation stipulate otherwise.
- 11.2 The Supervisory Board of CDCP shall approve the Scale of Fees, on the proposal of the Board of Directors of CDCP. If set in the Statutes of the User Committee of Centrálny depozitár cenných papierov SR, a.s., the proposal of the Scale of Fees shall be discussed with the User Committee before its approval, in a way stipulated in the Statutes.
- 11.3 The Scale of Fees is available for inspection in the seat of CDCP and published in the web page of CDCP [www.cdcp.sk](http://www.cdcp.sk).
- 11.4 CDCP is entitled to amend the Scale of Fees unilaterally. By coming into effect of new wording of the Scale of Fees, previous wording of the Scale of Fees terminates to be valid and effective and is fully replaced by new wording of the Scale of Fees. Amendment to the Scale of Fees shall be available in the seat of CDCP and shall be published at the web page [www.cdcp.sk](http://www.cdcp.sk) whereas validity and effectivity shall be determined; CDCP shall ensure that it will be available and published at least 15 days before time of taking effect. Client explicitly and unconditionally agrees with this method of amending of the Scale of Fees.
- 11.5 CDCP is entitled to make the provision of any service for an entity requesting for services conditional upon the payment of an amount stated in a due invoice which was issued due to provision of another CDCP service based on a request for service submitted by the same entity, and if the entity requesting the service – the client has been delayed with the fulfilment of even a part of its financial obligation continuously for a period longer than 14 calendar days, but only if it results from special contractual arrangement. If the amount pursuant to the preceding sentence is not settled, CDCP is entitled to decline and not perform the request for service. CDCP may employ entitlement defined in this subsection only if it results from special contractual arrangement.

## **Article 12**

### **Submission of a complaint and objection according to § 108 of ZOCP**

- 12.1 The Complaint processing system defines how the complaints are submitted and settled.

- 12.2 The Objection processing system defines how the objections are submitted and settled in the sense of § 108 of ZOCP.
- 12.3 The Complaint processing system and Objection processing system are available from the registered office of CDCP and published at the webpage of CDCP [www.cdcp.sk](http://www.cdcp.sk).
- 12.4 CDCP shall have right to unilaterally change the Complaint processing system and Objection processing system. On the effective date of a new wording of the documents according to previous sentence, the previous version of the same expires and becomes void, and is fully replaced by their new wording. CDCP shall publish the changes at the registered office and publish them in electronic format at [www.cdcp.sk](http://www.cdcp.sk) with indication of validity and force of the documents, wherein such publication and availability shall be made at least 15 days in advance of the effective date

### **Article 13**

#### **Delivery of the documents to the client**

- 13.1 CDCP delivers the documents to the client in person at the registered office of CDCP or by mail to the address being registered by CDCP in relation to provision of services, or correspondence address agrees in the special contractual arrangements, unless the Rules of Operation define otherwise. In legitimate cases CDCP shall have right to deliver the documents to the client to other known address of which correctness is doubtless (address known from public and credible sources, e.g. commercial register); this is however without prejudice to provisions of section 13.3 of this article.
- 13.2 For personal delivery of the documents at the registered office of CDCP the client shall sign receipt of the same as a confirmation.
- 13.3 The client shall make sure the mails are deliverable by giving correct and current full name and address (for natural person), correct and current business name/name and registered office (for legal person), including notification of any changes. Otherwise, CDCP shall not be liable for any damage due to impossibility to deliver the mail. CDCP shall not be required to investigate with initiative up-to-datedness of data in the sense of section 13.1 of this article.

### **Article 14**

#### **Data protection**

- 14.1 CDCP follows applicable regulations on personal data protection in processing of the client's personal data.
- 14.2 CDCP arranges data protection in the sense of applicable provisions of ZOCP and confidentiality of information according to CSDR regulation.
- 14.3 In order to pursue the CDCP services, the client data including personal data may be provided to S.W.I.F.T – Society for worldwide financial telecommunication s.c., Avenue Adèle 1, B-1310 La Hulpe, Belgium (hereinafter referred to as “SWIFT”) and centres thereof for processing of personal data operated in the territories of other states that process data in the name of SWIFT, and may be provided to US agencies upon request. The client acknowledges potential access of the US agencies to data stored in the SWIFT operations centre in the USA in relation to fight against international crime, terrorism, and money laundering, and also acknowledges with provision of this data in conformity with the present provision.

## **PART II. ACCESS OF THE PARTICIPANTS, OTHER MARKET INFRASTRUCTURES, THE CENTRAL DEPOSITORIES LINKS AND MEMBERSHIP**

### **Article 1**

#### **Introductory provisions**

- 1.1 For legal and operation reasons, CDCP shall have right to alter the extent of services provided to the participants, members, other market infrastructures or connected central depositories (i.e. person with granted access) or the way they are provided; however, this may not put in risk the obligations emerging to these persons from the Rules of Operation or regulations, in particular CSDR regulation and ZOCP. CDCP shall inform the concerned persons thereof without undue delay.
- 1.2 CDCP shall not be liable for damage resulting from failure of technical means beyond reach of CDCP, natural disaster, strike, force majeure, or any other fact or event either partially or fully limiting the function of the IS CDCP.
- 1.3 The person with granted access shall inform CDCP about facts with potentially significant impact on proper performance of their activity or activity of CDCP, default of other participant should it be informed thereof, or about other relevant fact. Provisions of article 16, part II of the Rules of Operation shall apply accordingly to the notification of other participant's default

### **Article 2**

#### **Confidentiality of information**

- 2.1 The persons with granted access shall comply in pursuing their activities and obtaining and processing of data with applicable data protection regulations (in particular protection of protected data according to ZOCP), and personal data protection, adopt all measures needed for protection of this data, and make sure all consents required from the clients are obtained, or guidance of the clients needed to comply with the liabilities according to the Rules of Operation and related regulations.
- 2.2 The persons with granted access shall have right to divulge data protected according to ZOCP or other regulations to third parties only if a relevant regulation stipulates so.
- 2.3 CDCP and the persons with granted access shall have right to divulge data identified as confidential in the Rules of Operation or special contractual arrangements to third parties only upon consent of the concerned party, or in order to comply with their obligations stipulated by applicable regulations.
- 2.4 The persons with granted access shall arrange safety, integrity, and confidentiality of information they have received in relation with pursuing their activities and access granted.

- 2.5 The persons being allowed by CDCP to access the IS CDCP shall keep confidentiality with respect to third parties on technical data received during use of the IS CDCP, unless the confidentiality is removed by a person of which rights could be infringed by breaching of this confidentiality liability. The persons being allowed by CDCP to access the IS CDCP shall be liable for damage incurred by unauthorized accessing of any part of the IS CDCP including user interface and outcomes from the IS CDCP to any third person. Making an unauthorized access to any part of the IS CDCP including the user interface and outcomes from the IS CDCP to any third person shall be regarded as substantial breach of the Rules of Operation.

### **Article 3**

#### **Operation failure**

- 3.1 The operation failure refers to an existing fact occurrence of which prevents the participant or any other person with granted access from fulfilment of his obligations pursuant to this part of the Rules of Operation based on:
- a) problems in technical infrastructure of the person with granted access resulting in impossibility to make connection to the IS CDCP,
  - b) problems in technical infrastructure of the provider of communication services to the person with granted access to CDCP, resulting in impossibility to make connection to the IS CDCP, or impossibility to run electronic message exchange between that person and CDCP,
  - c) not following the required configuration of the technical infrastructure and safety criteria for connection via the IS CDCP according to relevant executory decree to the Rules of Operation,
  - d) any other problems of operational nature on the part of the person with granted access.
- 3.2 In case of problems according to section 3.1 of this article the person with granted access shall be liable for immediate remedy thereof.
- 3.3 Should the internal actions of the person with granted access aimed at handling and remedying of the problems according to section 3.2 hereunder be ineffective, or there is risk of not remedying the same within reasonable time with potential non-compliance by that person, the latter may ask CDCP for support according to section 3.4 hereunder. The person with granted access may ask CDCP for support pursuant to this section if in conformity with applicable provisions of an executory decree to the Rules of Operation asked CDCP for provision of said services based on a specific request and granted power of attorney.
- 3.4 Referring to the support by CDCP in dealing with the operation failure, based on an instruction or request from the person with granted access, CDCP may perform the services or provide information in the name of and in favour of that person under conditions specified in relevant executory decree.
- 3.5 The person with granted access shall provide inevitable cooperation to CDCP in case of CDCP support during the operation failure.
- 3.6 In legitimate cases or in case the person with granted access fails to cooperate with CDCP according to this section or applicable executory decree, CDCP may refuse processing of the instructions or requests according to section 3.4 of this article, wherein CDCP shall inform the person thereof without undue delay.

- 3.7 An executory decree to the Rules of Operation stipulate details related to implementation of this article.

#### **Article 4**

##### **Delivery and communication**

- 4.1 Notifications and documents required to be exchanged by and between CDCP and the persons with granted access with respect to complying with their respective rights and obligations according to the Rules of Operation or regulations can be delivered:
- a) in person to CDCP mail room or to the address of the registered office/mail room of the person with granted access according to this part of the Rules of Operation,
  - b) by mail to the address of the registered office, unless a correspondence address has been agreed,
  - c) other way, if the Rules of Operation or special contractual arrangement stipulates so.
- 4.2 The notifications and documents delivered in writing by mail shall be regarded as delivered also on the day of rejection of acceptance thereof, or on the day of return of the mail for reasons the mail has not been picked up by the addressee at the mail office within a reasonable time.
- 4.3 For the purposes of communication, CDCP and the person with granted access have right to use electronic communication via e-mail addressed agreed for this purpose, in particular for delivery of information and notifications nature of which indicates that delivery thereof in writing is avoidable, and have no impact on pursuing the rights and obligations according to the Rules of Operation or special contractual arrangements.

# **ACCESS OF THE PARTICIPANTS**

## **Article 5**

### **Introductory provisions**

- 5.1 A participant may only be a person according to article 2, section 1, paragraph 19 of the CSDR regulation, and § 99, subsection 13 ZOCP, who meets the participation criteria, and to which access is granted by CDCP based on an application according to the procedure in the Rules of Operation and according to article 33 of the CSDR regulation.
- 5.2 A person becomes a participant effectively from the day of CDCP's decision on granting access of the participant, and becomes in force on the effective date of an Agreement with the participant. Effective from the participant's access date, rights and obligations arise to the participant from its access/participation.
- 5.3 An applicant for access of the participant or the participant may ask for the access to each service type according to article 8 of this part of the Rules of Operation performing of which is authorized.
- 5.4 The participant's activity is restricted to the activities related to each service type to which access was granted by CDCP to the participant, and performance of which was granted to the participant by relevant body of a state.
- 5.5 The position of the participant is not transferable and it may not be transferred in any way to any other person, and may not be transferred to a legal successor.
- 5.6 All participants have identical rights and obligations depending on the type of services that have been made accessible to the participant.
- 5.7 Pursuant to the Rules of Operation, the participant may delegate/appoint an intermediary – authorized participant – for operation of the activities and use of the services that have been made accessible. Only an entity being the CDCP's participant, may act as the intermediary according to previous sentence. Specific provisions of article 9 of this part of the Rules of Operation shall apply to operation of the participant's activities through an authorized participant.

## **Article 6**

### **Participation criteria**

- 6.1 The participant should meet the participation criteria according to this article of the Rules of Operation throughout the period of granted access of the participant/participation. CDCP shall have right to continuously monitor and review compliance with the participation criteria and to this purpose, the participant shall provide an inevitable cooperation to CDCP and withstand review, evaluation of the participation criteria by CDCP under conditions and as stipulated in the Rules of Operation. An executory decree may stipulate details of monitoring and reviewing of compliance with the participation criteria and particular specification of the participation criteria.
- 6.2 The participant shall immediately inform CDCP about any fact or change resulting in cessation of compliance with the participation criteria.



- 6.3 The participation criteria are divided into legal, operational, and financial.
- 6.4 The participant has to comply with the following legal participation criteria:
- a) Authorization to be a participant – the existence of relevant legal position or effective permit (or other permit) issued in conformity with national laws for activity of a person that may be a participant in conformity with § 99, subsection 13 of ZOCP and article 2, subsection 1, section 19 of CSDR regulation.
  - b) Referring to a foreign participant pursuing the activity in the territory of the Slovak Republic via a branch – permission of a relevant body of setting up a branch, and pursuing the relevant activities;
  - c) The participant is authorized or holds a permission to pursue activities related to each service type the participant asks for to be made or have been made accessible.
  - d) The participant from a non-EU member state subjects to the regulation and supervision being comparable to the regulation and supervision as if the participant had been originating from the EU;
  - e) The participant is not a person or has no registered office in the territory of a state where international or European sanctions apply, and has no registered office in the territory of a county being listed in the list of high-risk or non-collaborating jurisdictions according to FATF (The Financial Action Task Force);
  - f) The participant has a Participant contract concluded with CDCP;
  - g) Confidentiality of information and personal data protection – the participant shall keep, apply, and maintain adequate systems and procedures for information safety, integrity, and credibility protection while taking into account the nature of such information, and shall make sure personal data is protected according to relevant generally applicable regulations as well as data protection according to ZOCP;
  - h) The participant has implemented a program focused on protection against money laundering and terrorist financing;
  - i) The participant complies the conditions of which compliance was needed to get a permit listed under a) to c) of this section.
- 6.5 The participant should comply with the following operational participation criteria:
- a) Sufficient operational capacity to the extent reasonable to nature, extent, and complexity of the pursued activities and provided services, appointing of at least two persons responsible for the participant’s activities, making them aware of procedures to be followed for proper performance of their obligations, and making sure these persons have right, resources, expert knowledge, and access to information needed for their tasks;
  - b) Risk management – the participant has a functional system for operational risk management that respects the requirements in the field of the risk management resulting from applicable regulations, CDCP Rules of Operation, and relevant executory decrees. The participant shall make sure his employees responsible for the operational risk management are adequately qualified in this area. The participant shall make sure that operational risks, to which it or CDCP and/or other participants of the settlement system is or may be exposed, are identified, and shall adopt a reasonable action for mitigation thereof. In particular, the participant shall adopt measures to prevent from access of unauthorized persons to the connection to the IS CDCP, to keep information secure, to prevent from unauthorized personal submission of an instruction to make a service in CDCP, mistakes when entering the instructions to the IS CDCP, and misuse the access by the participant’s staff (internal

fraud prevention). The operation risk management system is regularly reviewed by the participant's internal audit;

- c) The participant who uses an authorized participant for operation of the participant's activities and performance of the accessed services identifies, monitors, and reasonably manages the operation risks being exposed to due to the use of the services provided to him by the authorized participant;
  - d) Conflict of interest management – in connection with pursuing the participant's activity, the participant has implemented procedures to reveal, evaluate, and resolve the conflict of interest potentially resulting in damaging or illegal preferential treatment of the clients; measures which take into account all circumstances potentially resulting in the conflict of interest with respect to interests of other CDCP participants in connection with participation in the CDCP's committees.
  - e) Business continuity arrangement - the participant has approved and applied the business continuity policy for the activities, has created and regularly tests the business continuity plans and recovery plans necessary for retaining of the required data and pursuing critical activities also in case of a crisis event at a participant. The business continuity system is regularly reviewed by the participant's internal audit;
  - f) Keeping of cash account for the purposes of cash settlement of the instructions in the CDCP settlement system. The criterion applies only to a participant who provides for and/or performs in the settlement of the instructions that include the cash settlement;
  - g) The participant has a BIC code assigned;
  - h) Keeping, operation, and maintenance of suitable IT tools of sufficient capacity, communication method with the IS CDCP in conformity with the specification according to the Executory Decree No. 1 – Communication of the participant's with the IS CDCP;
  - i) Ensuring of data safety against loss, unauthorized leak, and unauthorized access;
  - j) Participation in preparation and testing of the IT systems in conformity with requirements of the CSDR regulation and related executory decrees, and in conformity with the Rules of Operation.
- 6.6 The participant should comply with the following financial participation criteria:
- a) Sufficient cash resources to meet the contractual obligations towards CDCP and payment of fees in conformity with the Scale of fees;
  - b) Sufficient cash resources for pursuing the participant's activities;
- 6.7 Should the participant act through a branch, the participation criteria shall also adequately relate to the participant's branch.

## **Article 7**

### **Request for access**

- 7.1 The applicant for the participant's access should use the application form for requesting of access being published by CDCP on its website [www.cdcp.sk](http://www.cdcp.sk).
- 7.2 The request should be made in writing by mail or in person at the registered office of CDCP. All documents presented should be originals or authenticated copies unless the Rules of Operation specify otherwise. The request must contain applicant's identification data, date, and authenticated signatures of the applicant's statutory

bodies. In the request, the applicant shall list the contact persons to communicate with CDCP in connection with processing of the request.

- 7.3 The request must contain all information needed and documents required to give proof of compliance with the participation criteria and documents defined in this article.
- 7.4 In the request the type(s) of service should be defined according to this part of the Rules of Operation which the applicant asks for granting access to. Together with the request for granting of access the applicant seeking to have the access granted asks for the access to each type of service according to article 8 of this part of the Rules of Operation, wherein making the services accessible is conditional on effectiveness of the access of the participant/participation and compliance with the conditions for making each service type accessible according to the Rules of Operation.
- 7.5 The request and its appendices or all documents issued or verified abroad in language other than Slovak must be provided with written translation into Slovak with translator's clause attached and issued in the sense of applicable regulation. CDCP does not accept documents without the legal translation. The exceptions of the rule are the documents in Czech, wherein CDCP reserves right to ask for written translation into Slovak with the translator's clause attached and issued in the sense of applicable regulation also for the documents in Czech with the exception of the documents issued by authorities of the Czech Republic. The exception to the documents in Czech does not apply to translation of foreign language documents into Czech.
- 7.6 In particular, the following documents or information must be attached to the request:
- a) a permit or other document issued by relevant body that gives proof of position of the applicant as a person eligible to be the participant;
  - b) a permit of a relevant body to incorporate a branch in case the applicant is a person interested in pursuing activities of the participant through a branch;
  - c) a relevant permit or permit issued by relevant body giving proof of authorization to pursue activities or type of services which the applicant asks for granting the access to including submission of other documents required for granting access to a specific type of services in the sense of the Rules of Operation,
  - d) an abstract from a commercial register or similar register of relevant state not older than 3 months or other documents that give proof of existence and how the applicant acts in the sense of applicable regulations, and authorization of the applicant in case the latter is not registered in the commercial register or similar official register; should the applicant be a person interested in pursuing the activities of the participant as a branch, documents related to the branch should be submitted according to this provision;
  - e) information about remedial actions or sanctions imposed to the applicant by relevant state supervisory body or actions imposed on the applicant by professional associations in the area of financial market, of which member is, in last three years before submission of the request, or affirmation that neither remedial actions nor sanctions have been imposed on the applicant over said period;
  - f) originals or copies of VAT payer registration certificate and resolution on allocation of tax ID (DIČ) or other data needed for the sake of billing in case of foreign persons;
  - g) should the applicant come from outside the EU, identification of a body responsible for supervision over the applicant's activity;

- h) originals or copies of financial statements for last three years, or information about insurance or other guarantees that secure the participant's activity in connection with giving proof of financial participation criteria if agreed in the contract with the participant; should no financial statements be available owing to date of incorporation or foundation of the applicant, a proof that demonstrates sufficient financial resources during six months of granting the participant's access and statements on financial health of the applicant; should the financial statements be available to public in Slovak, the applicant gives a link for retrieval;
- i) description of ownership and control structure of the applicant, identification of final beneficial owner of the applicant and information whether the beneficial owner of the applicant is a politically exposed person or a person against whom international sanctions apply; information required herein are relieved from presentation in case CDCP has right in connection with the applicant to apply simplified due diligence in connection to the client having low risk of money laundering and terrorism financing in the sense of the AML act, wherein CDCP shall have right to ask for this information;
- j) organizational structure of the applicant that permits pursuing all activities needed for proper performance of the participant's obligations;
- k) description of the external provision of the participant's activities giving details what participant's activities or service types pursued based on the access granted shall be outsourced, and identification of the outsourcer;
- l) identification of the participant through which the applicant intends to pursue the operated participation's activities and the granted service types (identification of an authorized participant) and service type identification intended to be pursued in through the delegated participation including giving proof of compliance with the participation criteria to be pursued in through the authorized participant; the applicant gives proof of the participation criteria according to this provision in cooperation with the authorized participant;
- m) should the applicant come from outside the EU, information or documents that give proof of compliance with the participation criteria according to article 6, section 6.4, paragraph d) of this part of the Rules of Operation;
- n) a test report authored by the participant and a certification testing certificate issued by CDCP in case the applicant has attended the certification testing prior to presenting the request for access;
- o) affirmations in connection with compliance with the participation criteria according to article 6, section 6.4, paragraphs e), g), h), and i), article 6, section 6.5, paragraphs a) to e), and paragraph h) and i), article 6, section 6.6 of this part of the Rules of Operation;
- p) affirmation of the applicant's statutory body that data in the request for access and appendices thereto is complete, true, and correct;
- q) data according to article 6, section 6.4, paragraph f) of this part of the Rules of Operation;
- r) other relevant documents that give proof of compliance with the participation criteria.

7.7 CDCP shall have right to ask for completion or change to the documents presented with the application should they be incomplete or unclear as well as presentation of other documents, in particular to review compliance with the participation criteria not

explicitly identified in this article of the Rules of Operation or risk assessment in connection with granting of the participant's access.

- 7.8 The applicant shall provide cooperation to CDCP needed to review the request. Should the applicant reject the cooperation and the request may not be reviewed properly without cooperation of the client, CDCP shall decide on not granting the access for the participant.
- 7.9 Not later than one month of receipt of the request CDCP shall send a response in writing to the applicant depending on review of the request, in particular the specific decision on granting or non-granting of the participant's access, or an appeal for making the request complete in case of incomplete or insufficient request.
- 7.10 CDCP shall appeal the applicant in writing for making complete the required information in the request or appendices thereto in case the required information is missing in the request, or if not all documents required were presented or if the same is incomplete or incorrect. The appeal contains guidance on consequences in case the applicant fails to make the request complete as required in the appeal. CDCP shall decide on how the request being made complete is decided not later than one month.
- 7.11 Following compliance with the participation criteria according to article 6, section 6.5, paragraph j) of this part of the Rules of Operation, granting of the access for the participant to each service is conditional on successful certification testing in conformity with the Executory Decree No. 1 – Communication of the Participant with IS CDCP. For the purpose of testing according to previous sentence the applicant is interested to accomplish prior to granting access to the participant, and for the purpose of meeting the requirements for pursuing specific type of services following the access is granted to the participant, the applicant shall provide inevitable cooperation to CDCP, in particular to conclude a confidentiality agreement related to technical details of the IS CDCP being provided to the applicant in connection with the testing.
- 7.12 Should the operation activities of the participation and pursuing the services being granted be provided by an authorized participant, granting of the access is conditional on meeting the participation criteria according to article 6, section 6.5, paragraphs a), h), i), and j) of this part of the Rules of Operation via the authorized participant.
- 7.13 Should the request for access be denied, CDCP shall provide justification of its decision based on full risk assessment and give relevant facts used on the background in the review. CDCP shall deny the request for access from a participant, should it be regarded as justified based on the full risk assessment as well as in case the applicant fails to submit documents, even after appeal, to review compliance with the participation criteria. Should the access be denied, the applicant shall have right to submit a complaint to the NBS in conformity with article 33 of CSDR regulation.
- 7.14 CDCP shall grant access to the applicant to each service type on the day not later than on which the participant's access/participation comes into force, and upon compliance with the conditions for granting the access to each service type according to relevant provisions of the Rules of Operation.
- 7.15 The participant shall pay a fee in conformity with the Scale of Fees for granting the access to the participant.

## **Article 8**

### **Types of the services made accessible to the participants**

- 8.1 CDCP may grant access to the following types of services to the applicant:
- a) Owner's account services,
  - b) Holder's account services,
  - c) Services of authorized participant for the holder's account
  - d) Services of authorized participant for the owner's account
  - e) Issuer's services.
- 8.2 The request for access to each service type in case of an applicant for the participant's access forms a part of the participant's request for access. The participant may ask for access to each service type in the form of a specific request and in conformity with applicable provisions of the Rules of Operation.
- 8.3 The selection of type of services is optional and intended for the participants/applicants provided that the participant/applicant has right to pursuit in this type of service, and complies with the conditions and criteria for pursuing this type of services.
- 8.4 Depending on the type of services the applicant shall submit in connection with making each type of service accessible the documents needed, and comply with the conditions according to applicable provisions of the Rules of Operation.
- 8.5 The participant shall have right through the Owner's account services according to section 8.1, paragraph a) of this article to process the instructions on his own owner's account opened for him by CDCP based on his request and concluded agreement, in particular specific credit and debit transactions, information services, collateral services according to § 53a of ZOCP. Applicable provisions of part V of the Rules of Operation and ZOCP applicable to the owner's account shall govern opening and maintenance of the owner's account of the participant.
- 8.6 The participant shall have right through the Holder's account services according to section 8.1, paragraph b) of this article to process the instructions on the holder's account being open by CDCP on his behalf. The Holder's account services allow the participant to keep the holder's registry relating to given holder's account. Applicable provisions of part V of the Rules of Operation and ZOCP applicable to the holder's account shall govern opening and maintenance of the holder's account of the participant.
- 8.7 The participant shall have right through the Services of authorized participant for the holder's account according to section 8.1, paragraph c) of this article to process the instructions on the holder's account being open by CDCP on the name of other participant. Referring to the holder's account kept for other participant, the services according to this section authorize the authorized participant to perform the Holder's account services according to section 8.1, paragraph b) of this article in connection with relevant holder's account. CDCP shall grant access to the services according to this section based on special contractual arrangements with the authorized participant and under conditions of article 8 of this part of the Rules of Operation.
- 8.8 The participant shall have right through the Services of authorized participant for the owner's account according to section 8.1, paragraph d) of this article to process the instructions on the owner's account being open by CDCP on the name of other person. Referring to the owner's account open for other participant, the services according to

this section authorize the authorized participant to pursue the Owner's account services according to section 8.1, paragraph a) of this article in connection with that owner's account. CDCP shall grant access to the services according to this section based on special contractual arrangements with the authorized participant and under conditions of article 8 of this part of the Rules of Operation.

- 8.9 The Issuer's services according to section 8.1, paragraph e) of this article authorize the participant to process credit transactions during issuance of securities (credited securities) in conformity with the conditions agreed in the special contractual arrangements. Referring to ARDAL as the state administration body, which based on act No. 291/2002 Coll. on the State Treasury and on changes to and modification of some acts, as amended, in addition to, arranges issue of the government securities, the Issuer's services permit ARDAL being the participant to process debit and credit transactions on the accounts in issue and cancellation of the securities in case of issues of the securities where the government is the issuer, in the sense of said act. CDCP shall make the Issuer's service accessible to the participant based on special contractual arrangements.
- 8.10 A pre-condition for access to each type of service according to this article is the authorization of the applicant/participant to process the credit and debit settlement instruction on the accounts.
- 8.11 Following compliance with the participation criteria according to article 6, section 6.5, paragraph j) of this part of the Rules of Operation, granting of the access to each service is conditional on successful certification testing in conformity with the Executory Decree No. 1 – Communication of the Participant with IS CDCP in connection with said type of services.
- 8.12 CDCP publishes the specific list of services for each type of services according to this article on its website [www.cdcp.sk](http://www.cdcp.sk).

## **Article 9**

### **Performance of the authorized participant services for the owner's account or holder's account kept for the participant**

- 9.1 The participant may authorise other participant to perform the Holder's account services or Owner's account services according to article 8 of this part of the Rules of Operation. In this way the participant may delegate only one participant, wherein the power of attorney should relate to perform said services in full extent.
- 9.2 The authorized participant pursues in the activities according to section 1 of this article based on the access granted to the Services of authorized participant for the owner's account or Services of authorized participant for holder's account according to article 8 of this part of the Rules of Operation. CDCP shall grant access to the services in connection with a specific account (performs the registration on the account and makes related services accessible) following conclusion of specific agreement between CDCP and the authorized participant, and submission of the power of attorney granted to the authorized participant by the participant. The power of attorney should comply with the requirements according to article 2, part I of the Rules of Operation, and should contain account number in relation to which the participant is authorized to pursue the Services of authorized participant to the owner's account or the Services of authorized participant to the holder's account.

- 9.3 The authorized participant shall have right to perform activities according to section 1 of this article only for the term of validity of the power of attorney from the account owner, and only to the extent specified therein. Breach of this obligation shall be regarded as substantial breach of the Rules of Operation.
- 9.4 The participant who pursues in the services access to which was granted via the authorized participant according to this article shall be required with respect to the services:
- a) ensure the authorized participant has no title for the securities registered on the account,
  - b) arrange of itself immediate access to the services, including situation of the authorized participant's default or in case when measures and sanctions according to article 12 of this part of the Rules of Operation are applied against the authorized participant. The arrangement of immediate access to the services according to this provision refers to making sure the services are pursued in properly in conformity with the Rules of Operation and relevant regulations including complying with all conditions for pursuing these services and complying with the participation criteria provided by the authorized participant.
- 9.5 The authorized participant shall be liable for correctness and completeness of all documents permitting him to pursue the activity according to section 1 of this article, and be liable also for damage occurring from unauthorized submission of an instruction or breach of obligations according to this article.
- 9.6 Should the operation activities of the participant and provision of the accessed services be provided by the authorized participant, the participant shall make sure the participation criteria according to article 6, section 6.5, paragraphs a), h), i), and j) of this part of the Rules of Operation are met via the authorized participant. In this case, the authorised participant shall provide CDCP inevitable cooperation and withstand review and assessment of the participation criteria being provided for other participant under conditions and based on procedure defined in the Rules of Operation. The authorized participant shall immediately inform CDCP about any fact or change resulting in cessation of compliance of the authorised participation with the participation criteria being arranged in favour of other participant. Should the participation criteria not be met in the sense of this provision, CDCP shall have right to impose actions and sanctions according to article 12 of this part of the Rules of Operation against the authorized participant as well as the participant who authorized the delegated participation to pursue the activities. Should CDCP deny access to the services for the authorized participant according to this article, the participant who authorized the authorized participant shall immediately comply with the participation criteria pursued in via the authorized participant.
- 9.7 The rights and obligations of the participant who authorized the authorized participant to pursue the activities in the sense of this article shall apply accordingly. In particular, the authorized participant shall comply with the obligations according to part VI of the Rules of Operation and obligations related to submission of the requests for service/instructions. The participant shall have right to arrange the rights and obligations are complied with via the authorized participant, unless their nature indicate that the participant directly shall arrange the same.
- 9.8 Where the participant (account owner/holder) revokes the power of attorney for the authorized participant or the latter is no longer authorized to pursue the services according to this article for any other reason, the authorized participant shall demand



CDCP without undue delay to deny access to the Services of the authorized participant to the owner's account or Services of the authorized participant to the holder's account with respect to said account, and submit revocation of the power of attorney or other relevant document that gives proof of termination of the authorization for the authorized participant. Breach of this obligation shall be regarded as substantial breach of the Rules of Operation.

- 9.9 The authorized participant shall have right to demand denying the access to the Services of the authorized participant to the owner's account and to the Services of the authorized participant to holder's account with respect to said account (cancellation of registration on the account), and terminating the contract with CDCP concluded in the sense of section 9.2 of this article also for reasons other than revocation of the power of attorney for pursuing the activities of the authorized participant.
- 9.10 The participant (account owner/holder) shall have right to demand denying access of the authorized participant to the Services of the authorized participant to the owner's account or to the Services of the authorized participant to the holder's account with respect to said account (cancellation of registration on the account). CDCP shall deny access according to previous sentence based on submission or presentation of the power of attorney or revocation of the same to the authorized participant, or any other relevant document.
- 9.11 CDCP shall have right to deny the access to the Services of the authorized participant to the owner's account or to the Services of the authorized participant to the holder's account with respect to the specific account also based on other relevant fact defined herein, wherein the participant (account owner/holder) and the authorized participant are informed thereof without undue delay.
- 9.12 Upon denying of the access to the Services of the authorized participant to the owner's account or to the Services of the authorized participant to the holder's account (cancellation of the registration on the account) according to this article, the contract concluded between CDCP and the authorized participant in the sense of section 9.2 of this article expires.
- 9.13 CDCP shall not be obliged to inform the participant (account owner/holder) about granting or denying access of the authorized participant to the Services of the authorized participant to the owner's account or to the Services of the authorized participant to the holder's account with respect to specific account (creation/cancellation of registration on the account).
- 9.14 Referring to the default of the authorized participant or the participant, who authorized other participant to pursue the activity according to this article (account owner/holder), suspension or denying of the access, the special arrangements according to article 13 et seq. of part II of the Rules of Operation and provisions of article 7 part VI of the Rules of Operation shall apply.

## **Article 10**

### **Rights and obligations of the participant**

- 10.1 The participant shall in pursuing the activities comply with the rights and obligations defined in the Rules of Operation, CSDR regulation, ZOCP, and other regulations in connection with pursuing the activities of the participant and access to each type of service.

10.2 Furthermore, the participant shall:

- a) pay the fees in conformity with the Scale of Fees,
- b) submit the request for service or instruction to CDCP exclusively based on documents giving the participant the right to do so,
- c) keep records on provided services and processed instructions, including documents based on which the requests for service were submitted or instruction in conformity with applicable regulations,
- d) arrange adequate procedures to avoid any misuse of information being accessible in the CDCP records and in relation with pursuing the activities of the participant or use thereof without a legal reason,
- e) when outsourcing the activities of the participation, arrange the pursuing these activities to an extent sufficient not preventing from reviewing and evaluating of compliance with the participation criteria, audit and inspection by CDCP in conformity with the Rules of Operation,
- f) retain fairness and principles of honest trading and business, in particular: do not make deals detrimental to third parties; do not prefer deals on own's account to the client's account; do not prefer deals on one client's account to other client's account; do not make transactions not approved by the client; do not provide incomplete, inaccurate, misleading, or untrue information to the client or CDCP; do not recommend actions obviously unsuitable or unfavourable for the client; do not misuse own expertise and experience at the expenses of client,
- g) submit at least annually an abstract from commercial register or other register to CDCP.

10.3 The participant shall comply with the report duty and provide information to CDCP and third persons in conformity with ZOCP, CSDR regulation, the Rules of Operation, or special contractual arrangements.

10.4 The participant shall immediately inform CDCP about any of the following:

- a) serious events of the risk materialization (serious incidents) with impact on activity of CDCP or of other participants;
- b) legally effective decision in a court or other proceeding of which party the participant is, potentially having negative impact on pursuing the participant's activities, CDCP, in particular those related to insolvency of the participant;
- c) initiation of the prosecution for a crime of property nature or other intentional crime of a member of the statutory body or branch manager or a person through which the participant pursues its activity, or initiation of the prosecution for a crime in favour of, on the name of, in the course, or through the participant's activity by its bodies or representatives specified in act 91/2016 Coll. on Criminal liability of legal persons and on change and amendment of other acts;
- d) sanctions imposed to the participant and which may at the same time have impact on pursue participant's activities and provision of each type of service;
- e) change to, suspension, or revocation of permits based on which CDCP made the service accessible to the participant or granted access to the latter including facts that the participant does not comply with the conditions compliance of which was necessary for issuing of the permit;
- f) the participant became insolvent, value of his resources does not reach the level required, a bankruptcy motion has been submitted against the participant, the participant lost his right to use his financial assets, or other fact indicating that the

- participant is not or may not be in future able to meet his financial liabilities in connection with pursuing the participant's activity;
- g) outsourcing of the participant's activities;
  - h) change to identification data and data registered in the commercial register or other official register in case of foreign participants, being subsequently confirmed by submission of an abstract from the commercial register or other relevant abstract;
  - i) changes to registration of VAT payer or billing data.
- 10.5 The participation shall at any time upon request from CDCP provide information and submit documents inevitable for review and assessment whether the participation complies, or at the moment of presenting the request for access has complied with the participation criteria, or submit an affirmation upon request of CDCP on compliance with the participation criteria.
- 10.6 Referring to the relevant cases the participant shall submit CDCP all information or cooperation needed for the purpose of compliance with relevant regulations or regulations of a state to which CDCP is bound in pursuing its activities or obligations resulting from connection with other central depositories. A relevant event may be in particular compliance with information obligations in connection with foreign securities towards relevant bodies or entities of other state in the sense of applicable regulations of that state in force.
- 10.7 The participant shall require from his clients all prior permits and arrange guidance of the client in connection with handling with the client's securities, data on client's securities, or client data in the sense of relevant regulations and the Rules of Operation.
- 10.8 The participant shall comply with the client protection rules according to article 38 of the CSDR regulation.
- 10.9 The participant has right:
- a) immediately after granting of access becomes effective, for the IS CDCP from CDCP for free in conformity with the rights of third parties, what shall supply for connection and technical communication of the IS CDCP with internal software of the participant, and for free provision of all information related to the IS CDCP needed for his technical connection to the participant's software; CDCP shall provide the IS CDCP to the participant to the extent inevitable for pursuing activities depending on type of services to which access has been granted to the participant;
  - b) for relevant information needed for compliance with the participant's obligations;
  - c) use in his official documents, promotional, advertising and other materials the term "participant of the central depository" in connection with pursuing the activities of the participant;
  - d) attend the sessions of the User Committee through an appointed representative, wherein the criteria of admission, procedure for appointing of members of the committee and their representatives, rights of the member of the committee and other issues related to the User Committee are defined in the Statutes of the User Committee;
  - e) for information about potential risk sources with respect to the participant resulting from connection with other central depository;
  - f) for other rights resulting from the Rules of Operation and relevant regulations.

**Article 11**  
**Audit mechanisms**

- 11.1 CDCP shall have right to conduct an audit in connection with pursuing the activity of the participant, in particular for the purposes of:
- a) review and assessment whether the participant complies with the participation criteria including actions, procedures, and mechanisms the participant has implemented to be in compliance with the participation criteria;
  - b) checking the compliance with the obligations the participant agreed to according to the Rules of Operation or special contractual arrangements in connection with pursuing activities of the participant;
  - c) in cases where CDCP entrusted pursuing its activities to the participant.
- 11.2 Provisions of this article do not apply to execution of regular review and assessment of compliance of the participant with the participation criteria.
- 11.3 The audit commences on the day of the audit notification sent to the participant. In the audit notification, CDCP defines the subject or extent of the audit, how the audit is to be conducted, an appeal for submission of the documents and provision of information including deadline for submission in case of a remote audit, date of the audit in case of on-site audit.
- 11.4 CDCP usually conducts the remote audit based on information and documents submitted by the participant, or information contained in the IS CDCP. In legitimate cases where it is not possible to conduct the remote audit (e.g. the participant fails to submit the required documents and information, or if necessary to verify some facts), CDCP shall have right to conduct the audit on site at the participant.
- 11.5 CDCP shall notify in writing the participant about the on-site audit 5 days in advance. The audit according to previous sentence shall be regarded as notified on the day of delivery of the notification. In legitimate cases CDCP shall have right to send the audit notification to the participant within shorter deadline, wherein the audit notification may be sent by e-mail to a specified address. In legitimate cases the audited participant, not later than at the beginning of the audit, may request in writing for change to the audit with indication of relevant grounds thereof in the request. CDCP shall decide about the request and inform the participant immediately how the request was processed, wherein the response may be sent by e-mail as well.
- 11.6 An employee of CDCP delegated to pursuing the audit shall identify himself/herself during the audit on the audit site by presenting the delegation and upon request, the participant may consult the delegation. In the course of the audit the delegated employee shall proceed not to impact the rights and rightfully protected interests of the participant where the audit is taking place, and of its clients.
- 11.7 In order to conduct the audit on site the participant shall permit the delegated employee of CDCP to enter the premises and offices of the participant and submit the documents, records, and other files required for the audit, and provide copies thereof or provide information and explanations related to the activities pursued by the participant.
- 11.8 The employee of CDCP delegated to audit shall create the audit report.
- 11.9 The audit report includes in particular identification of the participant being audited, subject of the audit, start date of the audit, how the audit was conducted, place and time in case of on-site audit, identification of the delegated employees of CDCP

involved in the audit, demonstrated findings and the audit result, in particular potential defaults, guidance on deadline for submission of objections, report date, signature of the delegated employee who authored the report.

- 11.10 CDCP shall deliver the audit report to the audited participant immediately after it is prepared. The audited participant may submit objections within 15 days of delivery of the Audit report against the latter and findings contained therein. The objections must be legitimate to be considered. Should the audited participant submit no objections, it shall be understood that the participant agrees with the Audit report. Should the objections be submitted, CDCP shall have right to ask for additional information or statement from the audited participant. In the next steps, CDCP shall also consider the legitimate objections submitted in time.
- 11.11 The audit shall be regarded as completed upon expiry of the last day of deadline for submission of the objections or on the day of discussion over the submitted objections. Should the audited participant fail to attend the discussion over the objections within the deadline defined by CDCP, the objections shall be regarded as discussed. CDCP shall add results from the discussion on objection to the Audit report.
- 11.12 Should shortcomings be found based on the audit result, CDCP proceeds according to relevant provisions on actions and sanctions, and procedure for application thereof according to article 12 et seq. of this part of the Rules of Operation.

## **Article 12**

### **Actions and sanctions**

- 12.1 Should CDCP find out breach of the participant's obligations or other shortcomings in connection with the activity and position of the participant, CDCP shall have right depending on severity of the shortcomings found to impose the following actions or sanctions on the participant:
  - a) notice on the shortcomings found and recommendations for removal,
  - b) actions for removal or remedy of the shortcomings found with stipulation of a reasonable deadline,
  - c) suspension of the access to the services,
  - d) cancellation of the access to the services,
  - e) cancellation of the participant's access.
- 12.2 While determining the type of actions and sanctions, CDCP shall consider all relevant circumstances, in particular severity and duration of the shortcomings, prior deficiencies caused by the participant, severity of risks resulting from the shortcoming.
- 12.3 CDCP shall apply the adequacy principle in application of the actions and sanctions. CDCP shall impose more strict actions and sanctions on the participant provided that purpose thereof is not achievable through a less strict action or sanction.
- 12.4 CDCP shall have right to impose multiple actions and sanctions on the participant at the same time, also in a single decision.
- 12.5 The participant shall cooperate in connection with imposition of the actions and sanctions according to this part of the Rules of Operation, and inform CDCP about any and all substantial facts with potential impact on the imposition of the sanctions (e.g. in connection with termination of their imposition).

- 12.6 Should an action be imposed to remedy or remove the shortcomings found, the participant shall inform CDCP immediately about remedy of the shortcomings found.
- 12.7 The participant on whom the sanctions according to article 13, 14, and 15 of this part of the Rules of Operation were imposed, shall comply with the report duties according to relevant regulations until relevant sanction becomes effective, and at the same time until CDCP keeps no account for the participant according to these Rules of Operation.
- 12.8 The participant shall have right to submit objections in writing against the sanctions according to section 12.1, paragraph c) to e) of this article within 15 days of delivery on decision on imposing of the sanction in writing. Submission of the objections against the decision on imposing of the sanction according to section 12.1, paragraph c) of this article has no deferrable effect. The participant shall have right to submit the objections in writing according to section 12.1, paragraph a) and b) of this article within 15 days of delivery of decision on imposition of an action, and CDCP is required to make a statement thereto, and in legitimate case the objections shall be discussed with the participant.
- 12.9 Provisions of article 4, section 4.1 and 4.2 of this part of the Rules of Operation shall apply on delivery of the documents according to this article.

### **Article 13**

#### **Suspension of the access to the services**

- 13.1 The suspension may apply to all or some of the services being pursued by the participant based on the access granted depending on the reason for suspension of the access.
- 13.2 CDCP may suspend the access to the services for up to one year.
- 13.3 CDCP shall have right to suspend the access in particular when:
- a) the participant fails to meet the participation criteria;
  - b) the participant does not meet the obligations according to the Rules of Operation, regulations, or special contractual arrangements, wherein considering severity of the shortcomings that can be additionally removed, the activities of the participant are not at risk, and cancellation of the access to the services would be inadequate,
  - c) the participant repeatedly breaches his obligations despite prior warnings or actions imposed to remedy or remove the shortcomings found, or failed to remove the shortcomings found within the specified time,
  - d) in case of substantial breach of the Rules of Operation or special contractual arrangements based on which CDCP has made accessible this type of services to the participant,
  - e) the participant is in the situation that corresponds to the participant default definition according to the Rules of Operation.
- 13.4 The decision on suspension of the access to the services include the statement of the decision, justification of the same, identification of the services that are subject of the suspension, and a reasonable deadline for removal of the shortcomings being the reason for suspension of the access, or other relevant information.

- 13.5 CDCP shall deliver the decision on suspension of the access to the services immediately to the participant in writing and via e-mail to the communication address agreed with the participant.
- 13.6 The suspension of the access to the services becomes effective and comes into force on the day of CDCP's decision on the suspension of the access to the services.
- 13.7 Should the access to the services be suspended, the participant shall make inevitable tasks with respect to already received instructions and requests for service prior to suspension of the access to the services and related to processing of given type to which the access was suspended to the participant. The participant is not authorized upon delivery of the decision on suspension of the access to the services to process new instructions and submit the requests for service in pursuing this type of service, unless the Rules of Operation stipulate otherwise, or can process the same based on consent of CDCP only.
- 13.8 CDCP shall have right to check the compliance of the participant's obligations in connection with the arrangements of procedure according to this article. CDCP shall have right to stipulate the extent and conditions for submission of the instructions and requests for service with respect to the type of services to which the access was suspended to the participant. In application of this provision, CDCP shall consider an adequate procedure that ensures settlement of the participant's liabilities resulting from rendering of said type of services.
- 13.9 CDCP shall decide on withdrawal of the suspension of the access to the services immediately after the participant informs and gives proof that the grounds for which the access to the services was suspended are over.

## **Article 14**

### **Cancellation of the access to the services**

- 14.1 The cancellation of the access to the services may apply to some of the services being used by the participant based on the access granted depending on the reason for cancellation of the access. The provisions of article 15 of this part of the Rules of Operation apply to the cancellation of access of the participant to the services in consequence of which the participant is deprived of his position of the CDCP's participant.
- 14.2 CDCP shall decide on cancellation of access to a specific type of service in particular when:
- a) the participant is not holder of a permit and thereby unauthorized for pursuing this type of services,
  - b) the participant substantially fails to meet the participation criteria compliance of which is required to pursue to activities of the participant with respect to a specific type of services,
  - c) the participant either substantially or repeatedly fails to meet the obligations according to the Rules of Operation, regulations, or special contractual arrangements, wherein considering severity of the shortcomings or considering the fact that shortcomings may neither additionally be removed, the activities of the participant are at risk with respect to said type of services,

- d) the participant repeatedly substantially breaches his obligations despite prior warnings or actions imposed to remedy or remove the shortcomings found, or failed to remove the shortcomings found within the specified time,
  - e) in case of substantial breach of the Rules of Operation or special contractual arrangements based on which CDCP has made accessible this type of services to the participant,
  - f) the participant was granted the access to said type of services based on untrue documents, declarations, or otherwise illegally,
  - g) if even on the grounds of the suspension of access of the participant to the services the shortcomings may not be removed and the participant did not adopt the remedies within the deadline even after suspension of the access to the services,
  - h) the participant is in the situation that corresponds to the participant default definition according to the Rules of Operation.
- 14.3 The decision on cancellation of the access to the services include the statement of the decision, justification of the same, identification of the type of services that are subject of the cancellation, or other relevant information. In its decision, CDCP shall have right to stipulate a deadline for settlement of all liabilities of the participant with respect to his clients, other participants, CDCP, or other involved persons resulting from provision of this type of services access to which was cancelled.
- 14.4 CDCP shall deliver the decision on cancellation of the access to the services immediately to the participant in writing and via e-mail to the communication address agreed with the participant.
- 14.5 The cancellation of the access to the services becomes effective on the day of CDCP's decision on cancellation of the access to the services, and comes into force upon expiration of the deadline for submission of objections or on the day on which the objections were discussed. Should the participant fail to attend the discussion over the objections within the deadline defined by CDCP, the objections shall be regarded as discussed. The provisions on suspended access to the services according to article 13 of this part of the Rules of Operation shall apply on pursuing the services involved in the cancellation of the access to the service effectively from the CDCP's decision about the same, wherein no special decision on suspension of the access to the services is required.
- 14.6 As soon as the decision on cancellation of the access to the services comes into force, the participant shall be liable for settlement of all liabilities resulting from provision of said type of services. The participant shall inform CDCP immediately that an obligation according to the previous sentence was fulfilled, wherein the special contractual arrangement based on which the access to said type of services was granted to the participant ceases on the day when the obligation has been fulfilled.
- 14.7 As soon as the decision on cancellation of the access to the services comes into force, the participant shall have right to pursue only tasks to settle the liabilities resulting from provision of this type of services, or tasks explicitly defined in the Rules of Operation. The participant is not authorized upon delivery of the decision on cancellation of the access to the services to process new instructions and submit the requests for service in connection with pursuing this type of service to which the access was cancelled, unless the Rules of Operation stipulate otherwise, or can process the same based on consent of CDCP only.



- 14.8 CDCP shall have right to stipulate the extent and conditions for submission of the instructions and requests for service with respect to the type of services to which the access was cancelled to the participant, exclusively for settlement of the participant's liabilities. In application of this provision, CDCP shall consider an adequate procedure that ensures settlement of the participant's liabilities resulting from rendering of said type of services.

## **Article 15**

### **Cancellation of the participant's access**

- 15.1 CDCP shall decide on cancellation of the participant's access:
- a) upon request of the participant;
  - b) should the participant fail to comply with the conditions for granting access to a participant, in particular the relevant permit is missing or the position in conformity with article 2, section 1, section 19 of CSDR regulation and § 99, section 13 ZOCP;
  - c) was achieved based on untrue documents, declaration or otherwise illegally, wherein this manners result in the fact the participant significantly fails to comply with the participation criteria,
  - d) in case of occurrence of assumptions for cancellation of the access to all types of service to which the access was granted to the participant,
  - e) the participant is in the situation that corresponds to the participant default definition according to the Rules of Operation,
  - f) in case of dissolution of the participant.
- 15.2 Prior to submission of request for cancellation of the access or prior to its dissolution, the participant shall arrange termination of maintenance of the owner's account in his records, termination of maintenance of the holder's account, client's account (kept for a member), and arrange termination of pursuing the types of services to which the access was granted. Referring to the dissolution of the participant, the latter shall arrange termination of maintenance of the owner's account kept on his name.
- 15.3 The decision on cancellation of access of the participant to the services includes the statement of the decision, justification of the same, or other relevant information. In its decision, CDCP shall have right to stipulate a deadline for settlement of all liabilities of the participant with respect to his clients, other participants, CDCP, or other involved persons resulting his position and pursuing the services of the participant.
- 15.4 CDCP shall deliver the decision on cancellation of the access for the participant immediately to the participant in writing and via e-mail to the communication address agreed with the participant.
- 15.5 The cancellation of the access for the participant becomes effective on the day of CDCP's decision on cancellation of the access to the services, and comes into force upon expiration of the deadline for submission of objections or on the day on which the objections were discussed. Should the participant fail to attend the discussion over the objections within the deadline defined by CDCP, the objections shall be regarded as discussed. The provisions on suspended access for the participant according to article 13 of this part of the Rules of Operation shall apply on pursuing the services of the participant effectively from the CDCP's decision about the same, wherein no special decision on suspension of the access to the services is required.

- 15.6 As soon as the decision on cancellation of the access for the participant comes into force, the participant shall be liable for settlement of all liabilities resulting from provision of the services to which the access was granted. The participant shall inform CDCP immediately that an obligation according to the previous sentence was fulfilled, wherein the special contractual arrangement based on which the access to relevant type of services was granted to the participant ceases on the day when the obligation has been fulfilled.
- 15.7 As soon as the decision on cancellation of the access for the participant comes into force, the participant shall have right to pursue only tasks to settle the liabilities resulting from his position and pursuing the activities of the participant, or tasks explicitly defined in the Rules of Operation. In particular, the participant shall arrange transfer of the assets of clients/owners of the accounts to the accounts kept in conformity with the regulations in other central depository or with other participant of the central depository. The participant is not authorized upon delivery of the decision on cancellation of access for the participant to process new instructions and submit the requests for service, unless the Rules of Operation stipulate otherwise, or can process the same based on consent of CDCP only.
- 15.8 CDCP shall have right to check the compliance of the participant's obligations in connection with the arrangements of procedure according to this article. CDCP shall have right to stipulate the extent and conditions for submission of the instructions and requests for service with respect to the type of services to which the access was cancelled to the participant. In application of this provision, CDCP shall consider an adequate procedure that ensures settlement of the participant's liabilities resulting from position and pursuing the activities of the participant.
- 15.9 In case of cancellation of the access for the participant, CDCP shall inform thereof all participants, other market infrastructures to which the access was granted, NBS, and publish this information on its website.

## **Article 16**

### **Participant default**

- 16.1 The participant shall inform CDCP in writing without undue delay that the participant is in the situation that corresponds to the participant default definition according to the Rules of Operation. The notification in writing contains at least:
- a) identification data of the participant (in particular business name, BIC code, LEI if assigned), and signature of a person authorized to act on behalf of the participant,
  - b) identification of a collective action in the sense of which the participant complies with the definition of the participant default, identification of relevant body that issued the action, and identification of relevant regulation according to which the action has been issued including submission of the decision or other relevant document that gives proof of said fact,
  - c) proceeding initiation date that presents the collective action in conformity with the definition of the participant default.
  - d) other relevant facts.
- 16.2 In addition to the notification according to subsection 15.1 of this article the participant shall inform CDCP immediately about existence of a reasonable assumption or increased risk that he may be found in a situation that corresponds to

the participant default definition according to these Rules of Operation (for example initiation of a bankruptcy proceeding).

- 16.3 The participant default shall be regarded as confirmed on the day of delivery of notification from a court or relevant body of other state on initialization of the bankruptcy proceeding, permission of restructuring, or other procedure in conformity with the regulations of that state according to which the proceeding was initiated in the sense of the participant default's definition, on the day of giving proof of the participant default based on other relevant fact or delivery of information according to the operation procedure agreed in T2S.
- 16.4 Following confirmation of the participant default, CDCP informs immediately about this fact the other participants of the settlement system, NBS, interconnected central depositories, other market infrastructures with access to the CDCP services and other persons which CDCP is obliged to inform in the sense of regulation or an agreement.
- 16.5 From the date of confirmation of the participant default, CDCP shall have right to apply the actions according to section 15.6 of this article.
- 16.6 Referring to the participant default, CDCP shall have right to perform the following measures:
  - a) suspend access to the services according to article 13 of this part of the Rules of Operation,
  - b) cancel access to the services according to article 14 of this part of the Rules of Operation,
  - c) cancel access of the participant according to article 15 of this part of the Rules of Operation,
  - d) action according to article 7, part VI. of the Rules of Operation.
- 16.7 CDCP shall immediately inform the participant about action being adopted due to his default.
- 16.8 CDCP shall test and review the procedures for the case of default according to this article:
  - a) regularly, usually annually;
  - b) in case of substantial change to procedures related to default stipulated according to the Rules of Operation,
  - c) upon request from NBS.
- 16.9 The participants shall attend testing and reviewing of the procedures according to section 15.8 of this article. Details related to testing may be arranged in an executory decree to the Rules of Operation. CDCP shall inform in writing the participants and the parties involved to participate in the testing and review about the testing and reviewing well in advance, but not later than 30 days before testing and reviewing. The deadline according to previous sentence may be adequately shortened in legitimate cases. The notification includes detail information related to the testing and reviewing, in particular the parameters used for running of the test while considering different types of the participants (as far as the volume, activity, and more are involved) and services to which they have access granted. The testing usually includes simulation tests and communication plan test.
- 16.10 Should deficiencies be found on the side of the participants based on the testing and reviewing according to this article of the Rules of Operation, the participants shall

remove all deficiencies found within a reasonable period of time. In this case, CDCP shall have right to define an adequate action the participants are required to accept.

- 16.11 CDCP informs the participants about results of the tests and reviews, which is without prejudice to the provisions that govern confidentiality of information according to these Rules of Operation and special contractual arrangements with respect to the entities involved in the testing and reviewing.

# MEMBERSHIP

## Article 17

### Introductory provisions

- 17.1 In conformity with § 104 section 1 of ZOCP, only a participant and a central depository, which became the CDCP's participant in conformity with CSDR regulation, may be a CDCP member.
- 17.2 A member position is created based on decision of CDCP on granting a membership. A condition for granting of the membership and duration of the same is the granted access for the participant/participation in conformity with this part of the Rules of Operation and relevant regulation, and payment of the fee for granting membership.
- 17.3 The position of the member is not transferable and it may not be transferred in any way to any other person, and may not be transferred to a legal successor.
- 17.4 All members have identical rights and obligations depending on the type of services that have been made accessible to the member.
- 17.5 An applicant for membership or the participant may ask for the access to each service type according to article 19 of this part of the Rules of Operation performing of which is authorized.
- 17.6 The member's activity is restricted to the activities related to each service type to which access was granted by CDCP to the member, and performance of which was granted to the participant by relevant authority of the state. This is without prejudice to pursuing the activity of the participant.
- 17.7 In connection with the pursue of each type of service according to article 19 to which the access was granted by CDCP, the member shall comply with or meet the participation criteria according to article 6 of this part of the Rules of Operation.

## Article 18

### Request for membership

- 18.1 Provisions of article 7, sections 2 to 5, article 7, sections 7, 8 and 10 of this part of the Rules of Operation apply to submission of the request for membership:
- 18.2 In particular, the following documents and information must be attached to the request:
  - a) a relevant permit or permit issued by relevant authority giving proof of authorization to pursue activities or type of services which the applicant asks for granting the access to (in particular the permit for provision of investment services in the extent of § 6, section 1, paragraph a), b) or d) of ZOCP) including submission of other documents required for granting access to a specific type of services in the sense of the Rules of Operation.
  - b) An abstract from a commercial register or similar of a state not older than 3 months or other documents that give proof of existence and how the applicant acts in the sense of applicable regulations, and authorization of the applicant in case the latter is not registered in the commercial register or similar official register.

- c) affirmation of the applicant's statutory body that data in the request for access and appendices thereto is complete, true, and correct;
- 18.3 The documents according to section 18.2 of this article may not be submitted in case CDCP has them already available in connection with position of the applicant as a participant or in case the applicant jointly asks for access according to article 7 of this part of the Rules of Operation, and the documents are already included in the request for access for the participant.
- 18.4 CDCP shall not later than one month of delivery of the request decide about consent or dismissal of the membership in connection with review of the request. Passing of the deadline according to previous sentence is suspended in case of an appeal for making the request complete and counts from the day of sending of the appeal up to delivery of the required documents. In case the applicant fails to submit the required documents within the reasonable time, CDCP shall decide on dismissal of the membership.
- 18.5 The applicant may submit the request for membership at the same time with the request for access of the participant according to article 7 of this part of the Rules of Operation, wherein the deadline according to section 18.4 of this article commences from the date when the request for access for the participant comes into force. CDCP shall have right to decide about granting of the membership to the applicant earliest on the day when the participation comes into force.
- 18.6 The decision on granting of the membership comes into force on the day of CDCP's decision and into effect on the day of payment of the fee for granting of the membership.
- 18.7 CDCP shall grant access to the applicant to each service type on the day not later than on which the membership comes into force, and upon compliance with the conditions for granting the access to each service type according to relevant provisions of the Rules of Operation.

## **Article 19**

### **Types of services made accessible to a member**

- 19.1 A member may ask for access to the following type of services:
  - a) Client's account services,
  - b) Services of authorized member to non-allocated accounts.
- 19.2 The request for access to each service type in case of an applicant for the membership forms a part of the request for membership. The member may ask for access to each service type in the form of a specific request and in conformity with applicable provisions of the Rules of Operation.
- 19.3 The selection of type of services is optional and intended for the members/applicants provided that the member/applicant has right to pursuit in this type of service, and complies with the conditions and criteria for pursuing this type of services.
- 19.4 The member shall have right through the Client's account services according to section 19.1, paragraph a) of this article to perform the instructions over the client's account opened by CDCP in his behalf. The Client's account service allow the member to render the member's record with respect to said client's account (create the owner's accounts under the client's accounts, register changes to data of these owner's accounts, process the debit and credit settlement instructions for the owner's accounts and information services). The provisions of part V of the Rules of Operation and of

ZOCP relating to the client's account shall apply to opening and maintenance of the client's account.

- 19.5 The Services of authorized member to non-allocated accounts according to section 19.1, paragraph b) of this article permit the member to render the operations over the non-allocated accounts to the extent and in procedure defined according to ZOCP and the Rules of Operation. Provisions of article 5 of part V of the Rules of Operation shall apply to rendering of the activities of the authorized member. CDCP shall grant access to the services according to this article based on special contractual arrangements with the authorized member.
- 19.6 Following compliance with the participation criteria according to article 6, section 6.5, paragraph j) of this part of the Rules of Operation, granting of the access to each service is conditional on successful certification testing in conformity with Executory Decree No. 1 – Communication of the participant's with the IS CDCP in connection with said type of services.
- 19.7 CDCP publishes the specific list of services for each type of services according to this article on its website [www.cdcp.sk](http://www.cdcp.sk).

## **Article 20**

### **Rights and obligations of the member**

- 20.1 Provisions of article 10 of this part of the Rules of Operation shall apply to the rights and obligations of the member adequately.
- 20.2 When providing services to the owners of securities, the member shall use services in conformity with the IS CDCP's technical specification. The member shall conduct the report duty according to § 28, section 8 of ZOCP if he keeps the owner's account of the securities transferee in his records.
- 20.3 Should a permit in the sense of § 23, section 1 of ZOCP be required and an obliged person has no such permit available, the member shall inform the relevant authority following the transfer registration, and the decision of that authority should be attached to the transferee's instruction.
- 20.4 The member must not cancel the securities owner's account being registered in his record if the latter placed an instruction subject of which is purchase of the securities in favour of this owner's account.

## **Article 21**

### **Audit mechanisms**

- 21.1 CDCP shall have right to conduct an audit in connection with pursuing the activity of the member, in particular in the following cases:
- a) reviewing and assessment whether the member complies with the participation criteria being applied on him in conformity with article 17 of this part of the Rules of Operation including actions, procedures, and mechanisms implemented by the member in connection with compliance with the participation criteria;
  - b) compliance with the obligations the member agreed to according to the Rules of Operation or special contractual arrangements in connection with pursuing activities of the member;
  - c) in cases where CDCP entrusted pursuing its activities to the member.

- 21.2 Provisions of article 11 of this part of the Rules of Operation shall apply to the procedure in pursuing the audit accordingly.

## **Article 22**

### **Actions and sanctions**

- 22.1 Should CDCP find out breach of the member's obligations or other shortcomings in connection with the activity of the member, CDCP shall have right depending on severity of the shortcoming found to impose the following actions or sanctions on the member:
- a) notice on the shortcomings found and recommendations for removal,
  - b) actions for removal or remedy of the shortcomings found with stipulation of a reasonable deadline,
  - c) suspension of the access to the services,
  - d) cancellation of the access to the services,
  - e) cancellation of membership.
- 22.2 Unless defined otherwise in this article, the actions and sanctions are governed by provisions of article 12 of this part of the Rules of Operation accordingly. Provision of article 13 of this part of the Rules of Operation shall govern the suspension of the access to the services according to section 22.1 paragraph c) of this article. Provision of article 14 of this part of the Rules of Operation shall govern the cancellation of the access to the services according to section 22.1 paragraph c) of this article.
- 22.3 The participant shall have right to submit objections in writing against the sanctions according to section 22.1, paragraph c) to d) of this article within 7 days of delivery on decision on imposing of the sanction in writing. Submission of the objections against the decision on imposing of the sanction according to section 22.1, paragraph c) has no deferrable effect. The member shall have right to submit the objections in writing according to section 22.1, paragraph a) and b) of this article within 15 days of delivery of decision on imposition of an action, and CDCP is required to make a statement thereto, and in legitimate case the objections shall be discussed with the member.

## **Article 23**

### **Cancellation of the membership**

- 23.1 CDCP shall decide on cancellation of membership:
- a) upon request of the member,
  - b) should the member fail to comply with the membership conditions, in particular in case the participant's access is cancelled,
  - c) the member got the membership based on untrue documents, declaration or otherwise illegally, wherein this manners result in the fact the member significantly fails to comply with the conditions for granting of the membership,
  - d) in case of occurrence of assumptions for cancellation of the access to all types of service to which the access was granted to the member,
- 23.2 Prior to submission of the request for cancellation of the membership or prior to his dissolution, the member shall arrange termination of maintenance of the owner's account registered by the member, termination of maintenance of the client's account,



- and arrange termination of performing of the types of services to which access was granted.
- 23.3 The decision on cancellation of the membership includes the statement of the decision, justification of the same, or other relevant information. In its decision, CDCP shall have right to stipulate a deadline for settlement of all liabilities of the member with respect to his clients, other participants, CDCP, or other involved persons resulting from his position and provision of the services of the member.
- 23.4 CDCP shall deliver the decision on cancellation of the membership immediately to the participant in writing and via e-mail to the communication address agreed with the member.
- 23.5 The cancellation of the membership becomes effective on the day of CDCP's decision on cancellation of the membership, and comes into force upon expiration of the deadline for submission of objections or on the day on which the objections were discussed. Should the member fail to attend the discussion over the objections within the deadline defined by CDCP, the objections shall be regarded as discussed. The provisions on suspended membership for the member according to article 13 of this part of the Rules of Operation with reference to provisions of article 22, section 22.2 of this part of the Rules of Operation shall apply on pursuing the services of the member effectively from the CDCP's decision about the same, wherein no special decision on suspension of the access to the services is required.
- 23.6 As soon as the decision on cancellation of the membership comes into force, the member shall be liable for settlement of all liabilities resulting from provision of the services to which the access was granted. The member shall inform CDCP immediately about compliance according to previous sentence, wherein the special contractual arrangement based on which the access to relevant type of services was granted to the member ceases on the day of achieving of the compliance.
- 23.7 As soon as the decision on cancellation of the membership comes into force, the member shall have right to pursue only tasks to settle the liabilities resulting from his position and pursuing the activities of the member, or tasks explicitly defined in the Rules of Operation. In particular, the member shall arrange transfer of the assets of clients/owners of the accounts to the accounts kept in conformity with the regulations in other central depository or with a participant of the central depository. The member is not authorized upon delivery of the decision on cancellation of the membership to process new instructions and submit the requests for service, unless the Rules of Operation stipulate otherwise, or can process the same based on consent of CDCP only.
- 23.8 CDCP shall have right to check the compliance of the member's obligations in connection with the arrangements of procedure according to of this article. CDCP shall have right to stipulate the extent and conditions for submission of the instructions and requests for service with respect to the type of services to which the access was cancelled to the member. In application of this provision, CDCP shall consider an adequate procedure that ensures settlement of the member's liabilities resulting from his pursuing the activities of the member.
- 23.9 In case of cancellation of the membership by the CDCP, the latter shall inform thereof all participants, other market infrastructures to which the access was granted, NBS, and publish this information on its website.

## **Article 24**

### **Transfer of member's registry**

- 24.1 Under conditions in this article the member may transfer the registry kept according to § 104 of ZOCP exclusively to other member, provided that the acquiring member agrees with the transfer, and has access to the Client's account service.
- 24.2 The transfer of the registry maintained by the member according to § 104 of ZOCP may be affected:
- a) for reason of dissolution of the member as a legal entity, of which legal successor is a member of CDCP at the moment of the dissolution, or
  - b) by resolution of CDCP based on a request of the member.
- 24.3 The transfer of the registry kept according to §104 of ZOCP may be demanded by the member only when:
- a) no sanction by CDCP according to article 22, section 2.1, paragraph c) to e) of this part of the Rules of Operation was imposed on the member acquiring the registry according to §104 of ZOCP,
  - b) the member whose registry is to be transferred, informs CDCP well in advance in writing about indicative interest in termination of the membership/dissolution of the member as a legal entity with a legal successor in case of transfer of the registry according to section 2, paragraph b) of this article, wherein the legal successor must ask for the transfer of the registry at the same time with the request for membership,
  - c) the member who is interested to transfer the registry according to §104 of ZOCP and the member acquiring the registry according to §104 of ZOCP shall enter into trilateral agreement with CDCP on transfer of the registry kept according to §104 of ZOCP in case of transfer of the registry according to section 2, paragraph a) of this article,
  - d) the member or applicant for membership – legal successor, being the acquiring member of the registry according to § 104 ZOCP, referring to transfer of the registry according to section 2, paragraph b) of this article, shall conclude an agreement with CDCP on transfer of the registry kept according to §104 ZOCP.
- 24.4 In the agreement pursuant to section 3 of this article, the procedure and conditions of the transfer of the registry according to this article shall be defined.

## **ACCESS OF THE CENTRAL DEPOSITORIES**

### **Article 25**

#### **General provisions**

- 25.1 On the grounds of granted access, a central depository becomes a participant of CDCP.
- 25.2 Unless specified otherwise, the central depository with access granted shall be governed by the provisions applicable to a participant.
- 25.3 Provisions of article 7 of this part of the Rules of Operation shall apply accordingly to the procedure of a request for granting access to a central depository.

- 25.4 CDCP may grant access to the central depository for following types of services:
- a) Owner's account service according to article 8, section 8.1, paragraph a) of this part of the Rules of Operation.
  - b) Holder's account service according to article 8, section 8.1, paragraph b) of this part of the Rules of Operation.
- 25.5 CDCP shall make accessible to the central depository with the access granted based on its request all security issues for which CDCP is either issuer or technical issuer depository.

# ACCESS OF OTHER MARKET INFRASTRUCTURES

## Article 26

### General provisions

- 26.1 Provisions of article 7 of this part of the Rules of Operation shall apply accordingly to the procedure of a request for granting access to other market infrastructure.
- 26.2 Unless specified otherwise, the other market infrastructure with access granted shall be governed accordingly by the provisions applicable to a participant.
- 26.3 On the grounds of the access granted to the other market infrastructure, CDCP shall grant access to the other market infrastructure to the settlement system and access to the settlement services associated therewith in the sense of part VI. of the Rules of Operation.
- 26.4 CDCP may grant access to the other market infrastructure to the IS CDCP in order to pursue the activities according to applicable regulations, ZOCP in particular.
- 26.5 In connection with the access granted, the participation criteria according to article 6 of this part of the Rules of Operation in the extent of article 6, section 6.4, paragraph a) and paragraph c) to h); article 6, section 6.5, paragraph b), d), and g), h), i), and j); article 6, section 6.6 of this part of the Rules of Operation shall apply to the other market infrastructure.

# **PART III. RULES FOR ALLOCATION OF THE IDENTIFICATION CODES**

## **Article 1**

### **Principles of allocation of ISIN, CFI, and FISN codes**

- 1.1 CDCP as the National Numbering Agency and the member of the Association of National Numbering Agencies (ANNA) in the Slovak Republic follows the international standard ISO 6166, ZOCP, the Rules of Operation, international standards and ANNA recommendations in allocation and cancellation of ISIN as well as in change to details related to an allocated ISIN.
- 1.2 At the same time with allocation or cancellation of ISIN, CDCP shall either allocate or cancel a CFI code to a financial instrument in conformity with the international standard ISO 10962 and a short name of the financial instrument FISN in conformity with the international standard IS 18774 as well as in conformity with the international standards and ANNA recommendations.
- 1.3 A request for allocation or cancellation of ISIN or change to ISIN details can be submitted in person at the registered office of CDCP or delivered to the registered office of CDCP using a form being available at the registered office of CDCP and from [www.cdc.sk](http://www.cdc.sk), unless the Rules of Operation specify otherwise. The required form contains mandatory information of the request according to previous sentence. Attached to the request must be documents that give proof of existence and how the applicant is acting, as well as the documents that give proof of identity and authorization of a person to act on behalf of the applicant according to part I of the Rules of Operation. The documents attached must be originals or authenticated copies. The request for allocation/change to details/ cancellation of ISIN may not contain an authenticated signature with the exception of paper-form debt securities if the issuer also agrees with publishing of the issue conditions on the CDCP's website, where the authenticated signature is required.
- 1.4 CDCP shall have right to ask the applicant for documents inevitable for giving proof of facts specified in the request and eligibility of submission of the request.

## **Article 2**

### **ISIN allocation**

- 2.1 CDCP shall allocate ISIN upon request of the issuer not later than 5 days of meeting all conditions for allocation of ISIN and submission of documents needed. CDCP shall immediately inform the applicant about allocation of ISIN.
- 2.2 Should the applicant for allocation of ISIN be an issuer of book-entry debt securities, a draft of the issue conditions for the securities should be attached to the request.
- 2.3 Referring to the debt securities, the request for allocation of ISIN must be submitted complete with documents that give proof of issuer's will expression to issue the securities (e.g. notarial record from the general meeting, and more).
- 2.4 Referring to the debt securities, the request for allocation of ISIN may be delivered by e-mail to the address intended for this purpose and published on [www.cdc.sk](http://www.cdc.sk).

Attached to the e-mail message should be a scanned wording of signed written request including all appendices. The issuer shall also deliver or submit in person the original of the request with the documents to the registered office of CDCP not later than 3 days thereafter.

### **Article 3**

#### **Change to ISIN identification data**

- 3.1 Should there be changes to identification data of the allocated ISIN, the issuer shall immediately ask for registration of the changes by CDCP.
- 3.2 Change to the identification data of ISIN in particularly means:
  - a) issuer's business name in case of a legal person; full name in case of a natural person;
  - b) registered office of the issuer in case of a legal person; permanent address in case of a natural person, or place of business,
  - c) forms of the issued securities;
  - d) nominal value of the securities or currency,
  - e) number of units or value of securities of an issue,
  - f) types of the issued securities.
- 3.3 CDCP shall register the required change immediately upon receipt of the request for change.
- 3.4 The issuer of the book-entry securities registered in the issuer's registry kept by CDCP shall at the same time with the request for change to identification data of ISIN ask for making the change in the registration of given security issue of the book-entry securities in the manner defined in the Rules of Operation or special contractual arrangements

### **Article 4**

#### **ISIN cancellation**

- 4.1 CDCP shall immediately cancel allocated ISIN when the securities expire:
  - a) upon request of the issuer,
  - b) upon request of other authorized person in the sense of ZOCP or special legal regulation,
  - c) in his own initiative in case of cancellation of the issue of the securities due to dissolution of the issuer without legal successor.
- 4.2 In case of cancellation of a security issue of the book-entry securities registered in the issuer registry kept by CDCP, the issuer or the authorized person shall submit a request for cancellation of ISIN not later than on signing of a contract on cancellation of the issue of book-entry securities.
- 4.3 In case of cancellation of security issue of book-entry securities registered in the issuer registry kept by other central depository, the issuer or the authorized person shall submit a request for cancellation of ISIN immediately after cancellation of the issue of the book-entry securities, wherein is obliged to inform CDCP about reasons of the cancellation while documents giving proof of that fact and authorization to cancel ISIN shall be submitted along with the request for cancellation of ISIN

**Article 5**  
**CFI code**

- 5.1 CDCP shall allocate CFI code automatically along with allocation of ISIN.
- 5.2 CDCP shall assign a new CFI code if details of securities creating the CFI code shall change.
- 5.3 CDCP shall cancel the CFI code assigned to a specific security issue together with the issue automatically with cancellation of ISIN or in case specified in section 2 of this article.

**Article 6**  
**FISN code**

- 6.1 Allocation of the FISN code is governed by international standard ISO 18774 – Securities and related financial instruments — Financial Instrument Short Name (FISN) referring to ISO/IEC 8859-1 – Information technology — 8-bit single-byte coded graphic character sets — Part 1: Latin alphabet No. 1.
- 6.2 CDCP shall allocate the FISN code automatically along with allocation of ISIN. Neither special request nor documentation is required from the clients for its allocation by CDCP.
- 6.3 CDCP shall allocate a new FISN if data on issuer or data on the security issue forming FISN shall change (in particular business name/name of the issuer, issue maturity date, or type of securities).
- 6.4 CDCP shall cancel the FISN code allocated to a specific security issue automatically with cancellation of the ISIN code, or in case specified in section 3 of this article.

# **PART IV. RULES FOR REGISTRATION AND WORKING WITH THE ISSUES AND KEEPING THE LIST OF SHAREHOLDERS AND OWNERS OF SECURITIES**

## **Article 1**

### **Introductory provisions**

- 1.1 An issuer who requests for provision of services, shall submit to CDCP all necessary documents and information for provision of the services as well as all documents and information to review the risks related to accessing of the issuer to the CDCP services according to CSDR regulation and related regulations. Provisions of part I of the Rules of Operation and this part of the Rules of Operation shall apply on submission of the requests for service and relevant documents.
- 1.2 CDCP may reject to provide the service to the issuer in conformity with article 49 of the CSDR regulation. The rejection can only be based on full risk review or if CDCP does not provide services listed in section A, section 1 of appendix to the CSDR regulation in connection with the securities issued according to business companies laws or similar laws of relevant member state.
- 1.3 Referring to rejection to provide the CDCP services, all grounds for the rejection shall be provided to the requesting issuer.
- 1.4 The requesting issuer to whom CDCP rejected provision of the services may submit a complaint to NBS according to article 49 of the CSDR regulation.
- 1.5 To provide reports on corporate actions to the participants, account owners, and to publish the same, CDCP shall have right to provide data on changes being prepared and implemented in the issuer registry, issue data, change to form of the securities, which is without prejudice to confidentiality obligation related to confidential or protected data in the sense of applicable regulations or special contractual arrangements.
- 1.6 In case of debt securities, the central depository records the issue data, registration of change in data on securities, registration of securities data to accounts, and settlement of the transactions with the securities in the value of the securities.

## **Article 2**

### **Integrity of security issue**

- 2.1 CDCP provides three-level check of the integrity of the issue in the IS CDCP.
- 2.2 The first level of the issue integrity check deals with the details of the issue in the issuer registry that must contain total number of securities of the issue. For each issue, CDCP registers in the issuer registry:
  - a) number of issued securities, i.e. number of the securities being issued during existence or the issue to the owner's account or holder's account,
  - b) number of returned securities, i.e. number of the securities being debited during existence of the issue from the owner's account or holder's account.
- 2.3 The second level of the issue integrity check is based on four rules according to which:



- a) balance amount of the owner's account and holder's account may not be negative at any moment of the operation day,
  - b) each crediting of the securities to the owner's account or holder's account is processed only and when the subject of the securities credit instruction is a number of securities being lower than or equal to difference between total number securities of the issue and number of credited securities,
  - c) each debiting of the securities from the owner's account or holder's account is processed only and when the securities are debited from the owner's account or holder's account at the same time with increasing the number of returned securities in the issuer registry,
  - d) each transfer, movement or transition of the securities is processed successfully only when the securities are debited from the account of a transferor and credited to the account of a transferee at the same time, i.e. it is not possible that the number of securities is changed on the transferor's account without making corresponding change to the number of the securities on the transferee's account.
- 2.4 The third level of the issue integrity check is effected through regularly repeating inspection launched during end of each operation day. This check compares the number of the securities, which is the difference between the number of the credited securities and number of debited securities, and the number of the securities on all owner's accounts and holder's accounts kept in the records of CDCP and the member.

# ISSUER'S REGISTER

## Article 3

### Opening and administration of the Issuer's Register

- 3.1 CDCP shall open an issuer's register upon the issuer's request and in compliance with the agreement between the issuer and CDCP before registration of the first issue of the issuer's book-entry securities. Concurrently with opening the issuer's register, CDCP shall assign a registration number to the issuer pursuant to Article 3 of Part I of the Rules of Operation
- 3.2 CDCP only keeps one issuer's register for the issuer, where it registers information in scope according to §107 of ZOCP.
- 3.3 If an issuer ceases to exist with the legal successor and such issuer has issued an issue of debt securities which is not fully redeemed at the day of termination of the issuer, the issue remains registered in the issuer's registry of the legal predecessor, i.e. it is not transferred to the registry of the legal successor whereas the issuer's registry of the legal predecessor cannot be renamed to the issuer's register of the legal successor.

## Article 4

### Change of data in issuer's register

- 4.1 The issuer is obliged to apply for change of data kept in the issuer's registry in compliance with §107 of ZOCP with undue delay after change occurred or came into effect; the issuer shall apply for change in way stipulated in this Rules of Operation or special contractual arrangement whereas the issuer is obliged to submit relevant documents necessary to demonstrate the change in question. The change in data concerns mainly to change of data on the issuer and the security issues registered in the issuer's registry. If the change concerns also the data on the owner's account/client's account/ holder's account opened for the issuer, the issuer is obliged to apply also for change of the data on its owner's account/client's account/holder's account.
- 4.2 Before change of data in the issuer's registry is made, the issuer is also obliged to apply for change in ISIN identification data.
- 4.3 CDCP shall change the data in the issuers registry based on agreement with the issuer in form of an agreement, or supplement to the agreement on registration of issue of book-entry securities. CDCP will change the data in the issuer's registry also by alternative method (based on application on required form) in case this method has been agreed on in the agreement on registration of issue of book-entry securities (e.g. by notice).
- 4.4 In the event of change of data concerning an issuer's entity in the issuer's register, CDCP is entitled to change data related to registration of all issues of book-entry securities in CDCP's registry that has not been cancelled.

## **Article 5**

### **Cancellation of issuer's register**

- 5.1 CDCP shall cancel an issuer's register after cancellation of the last issue of book-entry securities that the issuer has registered at CDCP's registry,

## **Article 6**

### **Statement of and provision of information from issuer's register**

- 6.1 CDCP shall submit to the issuer a statement of its issuer's register pursuant to §107 of ZOCP. A statement of an issuer's register shall contain information according to ZOCP.
- 6.2 The application for statement of the issuer's register shall be submitted by the issuer in writing on a form published on the webpage [www.cdcp.sk](http://www.cdcp.sk) or available in the seat of CDCP as follows:
- a) in person at CDCP's registered office,
  - b) by post to the address of CDCP's registered office.
- 6.3 CDCP shall only hand over information from an issuer's register to a person other than the issuer on the basis of a request, when fulfilling CDCP's information duties in compliance with ZOCP or other generally binding legal regulation. CDCP only provides information from an issuer's register as of the current date at the time of information processing.
- 6.4 The application for provision of information from the issuer's register shall be submitted by authorised person in writing on a form published on the webpage [www.cdcp.sk](http://www.cdcp.sk) or available in the seat of CDCP or in other written form as follows:
- c) in person at CDCP's registered office,
  - d) by post to the address of CDCP's registered office
  - e) electronically to given address, published on the webpage [www.cdcp.sk](http://www.cdcp.sk). The application submitted electronically must be delivered in written form in three working days.
- 6.5 Based upon a request of the issuer or other authorised person, CDCP shall issue a statement of or shall provide information from the issuer's register in written form, and shall hand it over in person or send it by post without delay.
- 6.6 CDCP is entitled to publish and provide information from the issuer's register in compliance with provisions of legal regulations, mainly in compliance with §110 of ZOCP.

# **REGISTRATION OF BOOK-ENTRY SECURITIES ISSUE**

## **Article 7**

### **Registration of book-entry securities issue**

- 7.1 Registration of book-entry securities issue means registration of data on the securities issue to the issuer's register, which mainly consists of essentials of the security pursuant to ZOCP and other legal regulations.
- 7.2 CDCP shall register an issue of book-entry securities in the issuer's register based on the issuer's application and based on an agreement on registration of issue of book-entry securities subsequently concluded between the issuer and CDCP. Along with the application the issuer must submit enclosures (given forms) comprising all necessary data needed for registration of book-entry securities issue and documents evidencing the eligibility for registration of an issue of book-entry securities.
- 7.3 In compliance with article 49 of the CSDR Regulation, when the issuer submits application for registration of its securities, CDCP shall process the application promptly and in non-discriminatory manner and will provide a response to the issuer within three months from application date at the latest.

## **Article 8**

### **Changes in registration of a book-entry security issue**

- 8.1 A change in registration of an issue shall mean a change of data on issue of book-entry securities (e.g. change in the number of units of securities within a single issue of fungible securities, change of ISIN, change of the nominal value), which (the data) is entered in the issuer's register.
- 8.2 The issuer is obliged to apply for change of data with undue delay after change in registered data on the securities issue occurred or became effective. Procedures specified in article 3 of this part of the Rules of Operation apply to the change in issue registration adequately. If the change concerns also the data on the owner's account/client's account/ holder's account opened for the issuer, the issuer is obliged to apply also for change of the data on its owner's account/client's account/holder's account.
- 8.3 Before change of data in registration of the issue registry is made, the issuer is also obliged to apply for change in ISIN identification data.
- 8.4 CDCP shall register relevant changes in data on the book-entry securities issue on the owner's accounts in the CDCP registry, in the member's registry, on the client's accounts and the holder's accounts, whereas registration of the change is possible only after registration of the change on the book-entry securities issue.

## **Article 9**

### **Issuance of securities**

- 9.1 When issuing a book-entry security, CDCP shall record the data on security in the owner's account (and also in the client's account, if the owner's account is kept in the member's registry) / holder's account administered by the central depository after registration of given book-entry security issue and based on instruction from the issuer

for registration of securities to an account of securities owner or person to who the holder's account has been open.

- 9.2 The issuer shall submit an instruction for registration of securities to an account in manner specified in an agreement on registration of book-entry security issue concluded between CDCP and the issuer.
- 9.3 Issuer's instruction for registration of securities to an account consists mainly of:
- a) ISIN,
  - b) registration number of the issuer,
  - c) identification of entity, in whose registry is the account opened,
  - d) identification number of the owner's/holder's account,
  - e) number of an owner's account or holder's account,
  - f) number of units of security that shall be credited to the account or, in case of debt securities, value that shall be credited to the account,
  - g) other essentials in compliance to legal regulations.
- 9.4 CDCP/member/participant (depending on where the account is administered) shall inform persons on issuance of securities by a transaction account statement, unless agreed otherwise.

## **Article 10**

### **Termination of securities and cancellation of a securities issue**

- 10.1 CDCP shall delete a security from the registry on its cessation, without delay after CDCP gets knowledge on this fact from relevantly documented facts and in compliance with procedure specified in this article and provisions of ZOCP.
- 10.2 The securities can be deleted from the registry in following way:
- a) cancellation of the entire issue (i.e. debiting securities from the owner's accounts; if the owner's account is kept in the member's registry, the securities will be also debited from the client account/holder's account and the issue deleted from the issuer's register)
  - b) deletion of a certain number of securities of the given issue, or deletion of securities value in case of debt securities, (i.e. debiting this number of securities, or value of securities, from the owner's accounts; if an owner's account is kept in the member's registry, securities will be also debited from the client account/holder's account)
- 10.3 CDCP shall cancel the registration of an issue of book-entry securities in the issuer's register based on the issuer's request and based on a subsequently concluded agreement between the issuer and CDCP. The issuer is obliged to request for cancellation of the issuer and to conclude an agreement on cancellation of issue without delay after the emergence of a legal fact that gives reason for deletion of a book-entry security from the registry according to ZOCP or other legal regulation. With the request, the issuer must include enclosures and documents evidencing the eligibility of cancellation of registration of an issue of book-entry securities.
- 10.4 The cancellation of a securities issue in the event that the issuer does not cease to exist is governed by the provisions of the relevant legal regulations.
- 10.5 When the issuer is concluding an agreement on cancellation of registration of book-entry securities, the issuer is obliged to apply for cancellation of the ISIN code concurrently.

- 10.6 CDCP shall delete a book-entry security from an owner's account/client account/holder's account based on the issuer's instruction for deletion of securities.
- 10.7 The instruction for securities deletion is submitted by the issuer by means of the agreement on cancellation of registration of an issue of book-entry securities, or in a manner agreed in the agreement in case of deletion of certain quantity of securities of relevant security issue; this instruction must include ISIN.
- 10.8 CDCP/member/participant (depending on where the account is administered) shall inform persons on deletion of securities by a transaction account statement, unless agreed otherwise.
- 10.9 If, due to repeated deletion of a certain number of securities of a given issue, all securities of this issue are debited from the owner's accounts kept in CDCP's registry and in members' registries, from client accounts and from the holder's accounts, the issuer must conclude an agreement with CDCP on cancellation of registration of the issue without undue delay, which will result in the cancellation of registration of the issue in the issuer's register.
- 10.10 If the issuer acquires all securities of an issue:
- a) of bonds which it has acquired before the maturity date and on which it has decided to terminate via acquisition on the account of the owner-issuer, the issuer is obliged to conclude an agreement with CDCP on cancellation of registration of the issue without undue delay, which will result in the cancellation of registration of the issue in the issuer's register
  - b) of bonds which are in property of the issuer and the rights and obligations associated with the bonds will expire on the bond maturity date, the issuer is obliged to conclude an agreement with CDCP on cancellation of issue registration without undue delay after the bond maturity date, which will result in cancellation of registration of the issue in the issuer's register
  - c) of co-operative units, the issuer is obliged to conclude an agreement with CDCP on cancellation of issue registration without undue delay, which will result in the cancellation of registration of the issue in the issuer's register,
  - d) of shares without the nominal value in case of joint stock company with variable registered capital, when the shares expire at the moment of buy-out in compliance with the act on collective investment, the issuer is obliged to conclude an agreement with CDCP on cancellation of issue registration without undue delay, which will result in the cancellation of registration of the issue in the issuer's register,
  - e) of mortgage bonds which expire in situation when the mortgage bond is bought by the issuer itself in compliance with the Act 530/1990 Coll. on Bond as amended by later legislation, the issuer is obliged to conclude an agreement with CDCP on cancellation of issue registration without undue delay, which will result in the cancellation of registration of the issue in the issuer's register.

## **Article 11**

### **Issue conditions of bonds and investment certificates**

- 1.11 The issuer of bonds is obliged to deliver to CDCP the original, or verified copy, of the issue conditions in written form, in 15 days from the day when the first bond was credited. The issue conditions must be signed by persons authorized to act on behalf of the issuer, or on behalf of the person specified in par. 6, item 2 of the Act No. 530/1990 Coll. on Bonds as amended by later legislation, whereas signatures do not

have to be verified. CDCP is not responsible for completeness, trueness and compliance of the content of the issue conditions and their execution.

- 11.2 When change in the issue conditions has been made, the issuer is obliged to deliver to CDCP all changes in the issue conditions and their complete version without undue delay. Provisions in the item 1 of this Article shall apply adequately when change in the issue conditions is submitted
- 11.3 The issuer of bonds can grant CDCP consent to publish the issue conditions on the web site of CDCP. The issuer has right to revoke this consent in written form and without giving a reason.
- 11.4 In case the issuer replaced the issue conditions of bonds by parts of a security prospectus, the issuer is obliged to submit CDCP relevant parts of the prospectus, including all its changes with their full wording, whereas provisions of section 11.1 and section 11.2 of this article are applied adequately.
- 11.5 Provisions of sections 11.1 through 11.4 of this article apply adequately to submission of the issue conditions of investment certificates, including their changes. The issue conditions of investment certificate must include declaration of the issuer that the data stated in the conditions are complete, true and are in compliance with requirements for investment certificate pursuant to ZOCP or other legal regulation. The issue conditions and the declaration pursuant previous sentence must be signed by persons authorised to act on behalf of the issuer, whereas signatures do not have to be verified.
- 11.6 CDCP shall make accessible the issue conditions to the owner of the bond or investment certificate for inspection and will make copy of the conditions based on a written application

## **Article 12**

### **Change of form of securities**

- 12.1 CDCP shall perform a change of form of securities based on the issuer's request and based on a consequently concluded agreement on the provision of services during change of form of securities, but only in case that such change applies to the entire issue of securities.
- 12.2 CDCP shall notify the member/participant of the identification of the book-entry securities issue which the change of form refers to; this information shall be sent by electronic mail to the e-mail address the member/participant has announced to CDCP.
- 12.3 During a change of form of securities, CDCP shall proceed in compliance with the relevant provisions of ZOCP (§15, §16, §17 and §104 Section 5 of ZOCP); the information duties pursuant to §17 Section 5 of ZOCP shall be fulfilled by CDCP by post.
- 12.4 When fulfilling the information duty pursuant to §17 Section 1 of ZOCP, CDCP is entitled to retrieve – by means of software - the necessary information directly from the owner's accounts administered by a member.

# **LIST OF OWNERS OF BOOK-ENTRY SECURITIES**

## **Article 13**

### **List of shareholders of book-entry registered shares and owners of book-entry bonds and units of unit trust**

- 13.1 In case of the list of shareholders of book-entry registered shares, the registry of book-entry securities administered in compliance with ZOCP is replacing the list of shareholders. List of securities owners is replacing the list of shareholders.
- 13.2 CDCP can administer the list of owners of book-entry securities based on issuer request in case of:
  - a) registered book-entry bonds pursuant to §4, sec. 2 of the Act 530/1990 Coll. on Bonds as amended by later legislation,
  - b) registered book-entry units of unit trust pursuant to § 8 sec. 10 of the Act on Collective Investment.
- 13.3 When fulfilling the information duty pursuant to §107 of ZOCP, CDCP is entitled to retrieve the necessary information directly from the owner's accounts administered by the member via IS CDCP.

## **Article 14**

### **Information from the list of shareholders of registered book-entry shares and list of owners of book-entry bonds and units of unit trust**

- 14.1 CDCP shall issue a list of securities owners / an extract from the list of securities owners according to relevant legal regulations based on application from the issuer or other authorized person submitted:
  - a) in writing or on a form in person at CDCP's registered office or by post to address of CDCP,
  - b) in electronic form (in compliance with technical specification to the IS CDCP) if it results from an agreement concluded between the issuer/entitled person and CDCP.
- 14.2 CDCP shall issue a list of securities owners /a statement from the list of securities owners for every securities issue separately.
- 14.3 The list of security owners contains primarily:
  - a) commercial name/name, registered office and identification number of the issuer if it is a legal person, or name, surname, permanent residence and birth registration number for natural person,
  - b) ISIN, nominal value of securities and the number of securities in the given issue or value of securities in case of debt securities,
  - c) commercial name/name, registered office and identification number of a security owner in case of legal person, or name, surname, permanent residence and birth registration number for natural persons,
  - d) the number of units of securities of the given issue, or value in case of debt securities, owned by the person.
- 14.4 In case of book-entry securities, a list of security owners shall be sent/handed over by CDCP to:



- a) the issuer in electronic form (in compliance with the IS CDCP specification) in an encrypted format, if the issuer holds the certificate (pursuant to the IS CDCP specification), or in an open non-encrypted format in case the issuer does not hold the certificate;
  - b) the person authorised under ZOCP or other legal regulation in printed form.
- 14.5 Based upon a request of the issuer, CDCP shall issue a list of security owners that is handed over pursuant section 14.4 (a) of this article also in written/paper form, or send it by post without delay.
- 14.6 Based upon a request of the authorised person, CDCP shall issue a list of security owners that is handed over pursuant section 14.4 (b) of this article also in electronic form.
- 14.7 In the application for provision of the list of security owners, the applicant must clearly specify the form (written/electronic) and the required delivery method (in person /by post) of the list of security owners.
- 14.8 Data in the list of security owners shall be automatically updated by data from the registry administered by CDCP and from the members' registries.

# **LIST OF SHAREHOLDERS FOR REGISTERED PAPER-FORM SHARES**

## **Article 15**

### **Administration of list of shareholders**

- 15.1 In case of an issuer of registered shares in paper form, CDCP keeps the list of shareholders based on the issuer's request and based on a subsequently concluded agreement on administration of the list of shareholders between the issuer and CDCP. The issuer is obliged to conclude the agreement with CDCP without undue delay after issuing registered shares in paper form, and to enclose all required documents with the request.
- 15.2 After conclusion of the agreement and payment of fee pursuant to the Scale of Fees, CDCP shall register the list of shareholders submitted by the issuer in its registry.

## **Article 16**

### **Entry of changes into the list of shareholders**

- 16.1 CDCP shall register changes in the list of shareholders based on the issuer's instruction, in compliance with the agreement on administration of the list of shareholders or agreement on placing of instructions. The issuer is obliged to place the instruction in person at CDCP's operation workplace.
- 16.2 CDCP is entitled to perform the necessary inspection and, if provided data are found to be incomplete or incorrect, to require from the issuer to correct or supplement the data. If the issuer does not inform CDCP of the correction or supplementing the data within three working days from delivery of CDCP's request at the latest, CDCP is entitled to enter the changes of shareholders based also on the issuer's original information delivered to CDCP, or to postpone the date of entry of change of shareholders. In the latter case, the responsibility for possible damage shall be borne by the issuer in full extent.
- 16.3 The issuer is obliged to notify CDCP of any changes related to the list of shareholders immediately after learning of such changes. In the opposite case, the issuer shall be liable for damage resulting from failure to meet this obligation.

## **Article 17**

### **Change of shareholder's data**

- 17.1 CDCP shall register changes in data on shareholder in the list of shareholders based on the issuer's instruction, in compliance with the agreement on administration of the list of shareholders. The issuer shall submit an instruction in person in CDCP seat or by post to the address of CDCP's registered office.
- 17.2 The issuer is obliged to inform CDCP of changes related to a shareholder's data (e.g. change of name, residence etc.) without delay after learning of such change. In the opposite case, the issuer shall be liable for damage resulting from failure to meet this obligation.

## **Article 18**

### **Change of issuer's identification data**

- 18.1 For the purpose of administration of the list of shareholders of registered shares in paper form, CDCP shall register changes in an issuer's identification data based on the issuer's application and a subsequently signed supplement to the agreement, or based on the instruction placed in compliance with procedure agreed in relevant agreement.
- 18.2 The application/instruction shall be submitted by the issuer in person at CDCP's office, or by post to the address of CDCP's registered office.
- 18.3 The issuer is obliged to inform CDCP of changes in the issuer's identification (e.g. change of commercial name, registered office etc.) without delay after such change comes into effect. In the opposite case, the issuer shall be liable for damage resulting from failure to meet this obligation. The issuer is obliged to submit all necessary documents evidencing change in data and documents required pursuant Part I. of the Rules of Operation. Obligation of the issuer to make relevant changes in relation to data registered in the issuer's registry and changes in relation to registration of book-entry security issue is not affected by meeting obligation pursuant this section.

## **Article 19**

### **Increase and decrease of registered capital, change of the nominal value and number of units**

- 19.1 For the purposes of administration of the list of shareholders of registered shares in paper form, CDCP shall register an increase of registered capital as follows:
- a) based on the issuer's application and a subsequently signed agreement or amendment to the agreement, on supplementing the list of shareholders, in the event that the issuer has increased registered capital by issuing new securities,
  - b) based on the issuer's request and a subsequently signed amendment to the agreement on administration of the list of shareholders which (the amendment) covers a change of data in CDCP's registry, in the event that the issuer has increased registered capital by increasing the nominal value of securities.
- 19.2 For the purposes of administration of the list of shareholders of registered shares in paper form, CDCP shall register a decrease of registered capital as follows:
- a) in case of decrease of registered capital through a decrease of nominal value: based on the issuer's request and a subsequently signed amendment to the agreement on administration of the list of shareholders of registered shares in paper form which (the amendment) covers the change of data in CDCP's registry,
  - b) in case of decrease of registered capital through withdrawal of shares from circulation based on the issuer's application and signed amendment to the agreement or based on instruction placed in compliance with procedure agreed in relevant agreement.
- 19.3 The application/instruction shall be submitted by the issuer in person at CDCP's office, or by post to the address of CDCP's registered office. The issuer is obliged to submit all necessary documents evidencing change in data and documents required pursuant Part I. of the Rules of Operation.
- 19.4 An issuer is obliged to apply with CDCP for registration of an increase/decrease of registered capital without delay after such increase/decrease of registered capital enters

into effect. In the opposite case, the issuer shall be liable for damage resulting from failure to meet this obligation.

- 19.5 In case the issuer is requesting change of the nominal value and concurrently change in the number of units of securities in such way, that the total value of registered capital (the sum of products of the number of units of securities and the nominal value) in scope of one delivered list of shareholders of registered paper-form securities identified by one ČEM, remains unchanged, the change is processed as termination of administration of list of shareholders and taking over of new list of shareholders.
- 19.6 Provisions of this article shall apply adequately in case of increase or decrease of registered basic capital of a joint stock company with variable basic capital.

## **Article 20**

### **List of shareholders and statement of the list of shareholders for registered shares in paper form**

- 20.1 CDCP shall issue a list of shareholders / an extract from the list of shareholders based on application from the issuer or other authorized person submitted in compliance with ZOCP, submitted in writing or on a form in person at CDCP's office, or by post to the address of CDCP's registered office.
- 20.2 CDCP shall issue a list of shareholders separately for every securities issue identified by a ČEM code.
- 20.3 CDCP shall make a statement of the list of shareholders for all securities issues of one issuer together.
- 20.4 For securities in paper form, CDCP shall hand over/send a list of shareholders:
- a) to the issuer in paper form, unless an agreement with the issuer states otherwise,
  - b) to other authorised person in compliance with legal regulations in paper form.
- 20.5 CDCP shall always hand over a statement of the list of shareholders in paper form.
- 20.6 For registered shares in paper form, a list of shareholders shall contain adequate information in extent defined in article 14, section 14.3 of this part of the Rules of Operation.

# **SPECIAL REGISTRY OF SECURITIES WITH A CLAIM CONNECTED WITH AN OBLIGATION OF SUBORDINATION**

## **Article 21**

### **Administration of special registry of securities with a claim connected with an obligation of subordination**

- 21.1 CDCP does keep a security issue with a claim connected with an obligation of subordination in an issuer's registry open according to article 107 of ZOCP.
- 21.2 CDCP shall assign to the security issue with a claim connected with an obligation of subordination a separate code in the list of codes for Security Type, which shall unambiguously identify a security with a claim connected with an obligation of subordination.
- 21.3 The fact, that a security issue with a claim connected with an obligation of subordination should be issued, must be stated in an agreement concluded with CDCP in compliance with this part of the Rules of Operation.

# ISSUING AGENT

## Article 22

### General provisions

- 22.1 Activities of the issuing agent pursuant to § 107c of ZOCP is allowed to perform, based on agreement with an issuer:
- a) a member of the central depository,
  - b) securities broker,
  - c) foreign securities broker,
  - d) ARDAL.
- 22.2 When acting on behalf of the issuer, the Issuing Agent has rights and obligations pursuant this Rules of Operation of the same extent as the issuer.
- 22.3 Provisions of Part I. of the Rules of Operation relating to content, essentials, placing and recalling of Power of Attorney apply adequately to submitting of the agreement with the issuer based on which the issuing agent is eligible to act on behalf of the issuer in the face of the central depository and its member or participant, method and procedure for delivery of documents approving termination of such agreement.

# DISTRIBUTION OF PROCEEDS FROM SECURITIES

## Article 23

### General provisions

- 23.1 CDCP provides the service of distribution of proceeds from securities by the issuer in the sense of ZOCP and the Rules of Operation.
- 23.2 The service is provided based on an agreement with the issuer.
- 23.3 Referring to the distribution of proceeds from the securities, CDCP shall:
- a) publish information about distribution of proceeds via the IS CDCP and on CDCP's website,
  - b) create a list of owners of the securities for distribution of proceeds,
  - c) inform the entitled owners or holders of the securities,
  - d) collect the account numbers of owners or holders of the securities for the purpose of the distribution of proceeds,
  - e) record data needed for the distribution of proceeds,
  - f) check the tax domicile,
  - g) calculate amount of the proceeds and distribute the same to cash accounts of owners of the debt securities,
  - h) make withdrawals and payment of relevant tax,
  - i) issue confirmation about tax withdrawal and payment,
  - j) communicate and correspond with a natural or legal person receiving the proceeds from the securities,
  - k) final review of the distribution of proceeds.
- 23.4 CDCP shall, based on data to the distribution of proceeds being prepared, contact the issuer to submit:
- a) calculation of total value of cash funds needed for distribution of proceeds,
  - b) request for transfer of that value of cash funds to a cash account of CDCP.
- 23.5 Should it not be possible to deliver the payments to owners of the securities, CDCP shall proceed according to the agreement with the issuer.

# **PART V. RULES FOR WORKING WITH THE REGISTRY**

## **Article 1**

### **Introductory provisions**

- 1.1 The rules for working with the registry apply also to an organizer of multilateral trading system to an extent identical to stock exchange.
- 1.2 With respect to the holder's registry, the provisions of the Rules of Operation, which specify in detail the use of CDCP's services, provisions of the Rules of Operation related to creation/change/cancellation of pledge according to § 53a ZOCP and creation/change/cancellation of transfer as collateral according to § 53c ZOCP do not apply to the holder.



# OPENING AND KEEPING OF ACCOUNTS

## Article 2

### Accounts opened and maintained by CDCP

- 2.1 CDCP keeps the registry of data on book-entry securities on the following type accounts:
  - a) owner's account,
  - b) client's account,
  - c) holder's account.
- 2.2 The account according to subsection 2.1 of this article opened by CDCP includes data according to ZOCP and data assigned by CDCP for its unambiguous identification (e.g. account number). Opening of an account refers to allocation of a new account number to the registration number of the entity according to article 3, section 3.3, paragraph c) of Part I of the Rules of Operation by CDCP or member.
- 2.3 CDCP opens and keeps the owner's accounts according to section 2.1, paragraph a) of this article opened and kept for the participants, the client's accounts according to section 2.1, paragraph b), and the holder's accounts according to section 2.1, paragraph c) of this article automatically also in T2S.
- 2.4 The T2S accounts according to section 2.3 of this article contain data about the securities kept in the accounts opened according to section 2.1 of this article with the exception of data about:
  - a) registered SDR not applicable to whole issue,
  - b) securities in co-ownership according to article 21 of this part of the Rules of Operation,
  - c) pledge registered according to article 23 of this part of the Rules of Operation,
  - d) pledge registered according to article 24 of this part of the Rules of Operation,
  - e) transfer of securities as collateral registered according to article 32 of this part of the Rules of Operation.
- 2.5 CDCP shall automatically register the change of data on a person for which the account is kept also on T2S account according to section 2.3 of this article after making the change of data on relevant account kept according to section 2.1 of this article.
- 2.6 CDCP shall cancel the T2S account according to section 2.3 of this article automatically after cancellation of the account kept according to section 2.1 of this article.
- 2.7 Data about the securities on the owner's accounts, with the exception of the owner's account opened for the participants, are kept on a CDCP aggregate technical account in T2S. The CDCP aggregate technical account does not contain data in the sense of section 2.4 of this article.
- 2.8 Data about the securities in divided co-ownership according to article 20 of this part of the Rules of Operation are kept in T2S on CDCP aggregate technical account different from the CDCP aggregate technical account according to section 2.7 of this article. The CDCP aggregate technical account does not contain data in the sense of section 2.4 of this article.

- 2.9 CDCP shall have right for the purposes of implementation of the services according to the Rules of Operation to create other technical accounts required in the sense of the T2S documentation.
- 2.10 CDCP shall open the account according to section 2.1 of this article based on written request or properly filled in CDCP form, and subsequently after concluding the agreement on opening and keeping of account. The request for opening of account should be submitted in person at the registered office of CDCP and shall contain in particular:
- a) for natural person – full name, birth number, permanent address, type of account;
  - b) for legal person – name/business name, business ID, address of registered office, type of account.
- 2.11 In case of opening an account for CDCP, section 2.10 of this article shall not apply.

### **Article 3**

#### **Owner's account**

- 3.1 CDCP shall open the owner's account to:
- a) a member,
  - b) a participant,
  - c) a central depository,
  - d) a state body acting on behalf of the Slovak Republic,
  - e) the company MH Manažment, a.s.,
  - f) other legal entity.
- 3.2 CDCP shall open the owner's account based on a written request on a relevant form submitted in writing at the registered office of CDCP followed by the agreement on opening and keeping of account for the book-entry securities. The relevant form is available at the registered office of CDCP and CDCP's website.
- 3.3 A person asking for opening of the owner's account and the owner of already opened owner's account shall for the purpose of compliance with requirements in the sense of AVI act, Decree 446/2015 Coll. and in the sense of FATCA shall provide an inevitable cooperation to CDCP, in particular to submit, for the purpose of investigating whether the account owner or a controlling person is a person subject to reporting duty in the sense of the above-mentioned regulations, following:
- a) affirmation whether the account owner is either citizen or tax resident of the USA, EU member state other than the Slovak Republic, or one of the states according to § 2, paragraph b) of AVI act, and whether the account owner is a passive non-financial (foreign) entity,
  - b) the list of natural persons factually controlling the account owner – a passive non-financial (foreign) entity with declaration whether some of the controlling person is either citizen or tax resident of the USA, EU member state other than the Slovak Republic, or one of the states according to § 2, paragraph b) of AVI act,
  - c) data and documents that give proof of the facts under paragraph a) and b) of this section or required in the sense of the regulations mentioned above.
- 3.4 Should CDCP find out that data in the original affirmation according to section 3.3, paragraph a) of this article or in the list of the controlling persons according to section 3.3, paragraph b) of this article is untrue, incorrect, or doubtful, CDCP shall have right to ask the account owner to submit a new affirmation and the new list of controlling

persons. Upon request of CDCP, the owner of the owner's account shall present a new affirmation according to section 3.3, paragraph a) of this article and the new list of the controlling persons according to section 3.3, paragraph b) of this article.

- 3.5 The account owner shall inform CDCP without undue delay about any change to circumstances (data) related to the account owner or his controlling person having an impact on determining whether the account owner or his controlling person subject to the reporting duty in the sense of applicable regulations listed in section 3.3 of this article.
- 3.6 Should a person asking for opening of the owner's account fail to provide or reject to provide cooperation according to section 3.3 of this article, CDCP shall have right to reject requested opening of the owner's account. Should the owner of already opened owner's account fail to provide or reject to provide cooperation according to section 3.3 of this article or fail to reject submission of a new affirmation or a new list of controlling persons according to section 3.4 of this article, CDCP shall regard the account owner as a person subjected to the reporting duty.
- 3.7 Unless specified otherwise in the Rules of Operation, provisions of these Rules of Operation shall apply accordingly to the owner's account opened for CDCP.

#### **Article 4**

##### **Providing of the Services of authorized participant for the owner's account**

- 4.1 The account owner may grant power of attorney (authorize) to a participant to operate the owner's account kept by CDCP and to submit the requests for CDCP services related to this account. The account owner may grant authorization to one participant only.
- 4.2 The authorized participant pursues in the activities according to section 4.1 of this article based on the access granted to the authorized participant to Services for the owner's account according to article 8, part II of the Rules of Operation. CDCP shall grant access to said services with respect to a specific account (through registration on the owner's account) upon presentation of power of attorney granted to the participant by the account owner. The power of attorney should comply with the requirements according to article 2, part I of the Rules of Operation, and should contain owner's account number in relation to which the participant is authorized to pursue the Services of authorized participant to the owner's account.
- 4.3 The authorized participant shall have right to pursue activities according to subsection 4.1 of this article only for the term of validity of the power of attorney from the account owner, and only to the extent specified therein. Breach of this obligation shall be regarded as substantial breach of the Rules of Operation.
- 4.4 The authorized participant shall be liable for correctness and completeness of all documents permitting him to provide the activity according to section 4.1 of this article, and be liable also for damage occurring from unauthorized placing of an instruction or breach of obligations according to this article.
- 4.5 Where the account owner revokes the power of attorney for the authorized participant or the latter is no longer authorized to provide the services according to this article for any other reason, the authorized participant shall demand CDCP without undue delay to deny access to the specific account (cancellation of registration on the owner's

account) and present the revocation of the power of attorney or other relevant document. Breach of this obligation shall be regarded as substantial breach of the Rules of Operation.

- 4.6 The authorized participant shall have right to ask for cancellation of the access with respect to a specific owner's account (cancellation of registration on the owner's account) also for reason other than withdrawal of the power of attorney to provide the activities of the authorized participant.
- 4.7 The account owner shall have right to ask CDCP to cancel the access to the authorized participant with respect to his owner's account (cancellation of the registration on the owner's account). CDCP shall deny access according to previous sentence based on submission or presentation of revocation of the power of attorney of the same to the authorized participant by the account owner, or any other relevant document.
- 4.8 CDCP shall have right to cancel the access with respect to a specific owner's account (cancellation of registration on the owner's account) also based on other relevant facts defined in these Rules of Operation (e.g. in case of imposing of the actions and sanctions), wherein the authorized participant is informed immediately thereof.
- 4.9 CDCP shall not be liable to inform the account owner about granting or cancelling the access of the authorized participant with respect to specific account (creation/cancellation of registration on the account).
- 4.10 Provisions of this article do not apply to the non-allocated accounts. Specific provisions according to article 5 of this part of the Rules of Operation shall apply to the non-allocated account.
- 4.11 The provisions of this article shall not apply in case of the owner's account opened and kept for the participants. With respect to the owner's account opened and kept for the participant, the specific provisions according to article 9, part II of the Rules of Operation shall apply.
- 4.12 Referring to the default of the participant, suspension or denying of the access, the special provisions according to article 13 et seq. of part II of the Rules of Operation and provisions of article 7 part VI of the Rules of Operation shall apply.

## **Article 5**

### **Special arrangements related to the non-allocated account and provision of the Services of authorized member for a non-allocated account**

- 5.1 Provisions of these Rules of Operation related to the owner's account and the securities registered on the owner's account shall accordingly apply to the non-allocated account and the securities registered on the non-allocated account, unless the Rules of Operation or ZOCP define otherwise.
- 5.2 The owner of the non-allocated account shall submit an instruction for registration of a debit or credit transfer of book-entry securities on the non-allocated account and instructions for other transactions defined in section 5.3 of this article to CDCP exclusively through an authorized member. Only one authorized member may be appointed for each non-allocated account by the owner of the non-allocated account for submission of the instructions according to this provision.

- 5.3 Referring to the non-allocated account, the authorized member performs the instruction for other transactions in the following extent:
- a) instruction for registration/cancellation of registration of owner's SDR,
  - b) instruction for registration of movement of the securities;
  - c) instruction for registration of transition of the securities;
- 5.4 The account owner submits the requests for services/instructions not defined in section 5.2 and 5.3 of this article to CDCP, wherein general provisions of these Rules of Operation and provisions of ZOCP shall apply on submission thereof.
- 5.5 The requests for services/instructions submitted by the authorized persons other than the account owner, shall be governed by the general provisions of these Rules of Operation and provisions of ZOCP.
- 5.6 The authorized member appointed by the owner of a non-allocated account according to section 5.2 of this article shall be liable for correctness and integrity of all documents authorizing him to act according to this article. The authorized member, who submits the instructions to a non-allocated account, shall be responsible for correctness, integrity, and punctuality of submitted instructions.
- 5.7 Even without a request, CDCP shall cancel the non-allocated owner's account where no data about book-entry securities is recorded.
- 5.8 The authorized member is providing the activities according to this article based on the access granted to the Services of authorized member to the non-allocated accounts according to article 19 part II. of the Rules of Operation. CDCP shall grant access to said services based on entering into a special agreement between CDCP and the authorized member.
- 5.9 The authorized member is obliged to require necessary consent or authorization from the owner of the non-allocated account based on which the account owner appointed him as the authorized member to a specific account, and based on which he is authorized for the registration and pursue the Services of the authorized member to the non-allocated account on the specific non-allocated account.
- 5.10 The authorized member shall obtain all consents from the owner or a person acting on behalf of the owner of the non-allocated account in order to process the specific data in conformity with the generally applicable regulations including consent with processing of personal data for purpose of audit performed by CDCP in connection with pursuing the activities of the authorized member.
- 5.11 Should the account owner withdraw its consent or authorization granted according to section 5.8 of this article or if the authorized member is unable for other reasons to provide the services according to this article, the owner shall cancel his registration as the authorized member on the owner's account without undue delay. Breach of this obligation shall be regarded as serious breach of the Rules of Operation.
- 5.12 CDCP shall not be required to inform the owners of the non-allocated accounts about termination of an agreement concluded between the authorized member and CDCP in the sense of section 5.8 of this article, or about registration or cancelling the registration of the authorized participant with respect to a specific account.
- 5.13 The authorized member shall be liable for correctness and completeness of all documents permitting him to perform the activity according to this article, and be

liable also for damage occurring from unauthorized submission of an instruction or breach of obligations according to this article.

- 5.14 CDCP publishes the list of members to whom CDCP has granted access to the Services of authorized member to the non-allocated accounts on its website [www.cdcp.sk](http://www.cdcp.sk).

## **Article 6**

### **Special provisions on owner's accounts established in compliance with § 164a of ZOCP**

- 6.1 CDCP established the accounts for owners pursuant to §105 of ZOCP on 01.01.2008 with an identification number starting with digits „97“.
- 6.2 CDCP subsequently transferred securities, along with registered SDR and pledges to the owner's accounts established pursuant to § 164a of ZOCP. In case the right for disposal or the right to request information on securities had been valid in these accounts, it was inevitable for the account owner to register these rights in the registry according to ZOCP, as these rights were not transferred.
- 6.3 All provisions of these Rules of Operation apply to the newly opened accounts, in the same manner as they apply to the owner's accounts opened pursuant to §105 of ZOCP.
- 6.4 Concerning the owner's accounts opened pursuant to the Act No 600/1992 (Coll.) on Securities as amended by later legislation, CDCP only provides information services as of previous date (e.g. a statement from owner's account for the purpose of inheritance proceedings, the list of owners of securities for issuers etc.). In case of a request for information services as of previous date preceding the date 1 January 2008, it is necessary to specify a numerical identification of the owner's account opened pursuant to the Act No 600/1992 (Coll.) on Securities as amended by later legislation. If the entity submitting the request for information service as of previous date, which precedes the date 1 January 2008, uses a numerical identification of the account starting with number “7”, it is deemed that the entity requests an information service in relation to an owner's account opened pursuant to the Act No 600/1992 on Securities as amended by later legislation.
- 6.5 In case the owner of an account applies for information service and he indicates owner's account identification number starting with number „97“ in the request for an account statement and he applies for information service as of the previous date, which precedes the date 1 January 2008, it is deemed that he applies for information service from an owner's account starting with digit “7”.
- 6.6 CDCP accepts the substitution of numerical identification of an owner's account starting with number „97“ by numerical identification of an owner's account starting with digit „7“ in case of submission of instruction for change/extinction of contractual pledge in the Pledge Registry and marking of this extinction on the owner's account in case the pledge was registered before 1 January 2008 for securities kept in the owner's account opened in the securities registry established pursuant to the Act No 600/1992 (Coll.).

## **Article 7**

### **Client's account**

- 7.1 CDCP shall open the client account based on written application on specified form submitted by person who was granted CDCP membership and based on concluded agreement.
- 7.2 The person for who CDCP opened the client's account on which securities are registered, is obliged to fulfil its information obligation towards relevant authority of SR pursuant to AEI Act, Decree 446/2015 Coll. and pursuant to FATCA Agreement.

## **Article 8**

### **Holder's account**

- 8.1 2.4 CDCP shall open the holder's account to a person specified in §105a) Section 3 of ZOCP based on request and, subsequently, after concluding an agreement on opening and administration of holder's account.
- 8.2 In case of difference between the data pursuant to §105a) Section 2 Subsections c) and d) of ZOCP registered in a holder's account in CDCP's registry and the data in a holder's registry, the data registered in the holder's account shall prevail.
- 8.3 A holder is obliged to continuously execute all changes in the holder's registry related to the data on securities registered in the holder's account, e.g. a change of the nominal value etc.
- 8.4 A transfer/transition/movement of securities to a holder's account is only possible in the case that no suspension of disposal right or pledge has been registered over these securities.
- 8.5 A pledge, a transfer as collateral and suspension of disposal right, except for suspension of disposal right for entire security issue cannot be registered on holder's account over the securities data on which are registered in the holder's account.
- 8.6 A transfer/transition/movement of securities from a holder's account is only possible on condition that no suspension of disposal right or pledge is registered over these securities in the holder's registry.
- 8.7 In case that a disposal right suspension applying to the entire issue of securities is registered over securities in a holder's account, the holder must not register a transfer/movement of securities in the holder's registry.
- 8.8 If suspension of disposal right, pledge or transfer as collateral is registered in compliance with this part of the Rules of Operation over the securities held in the holder's account, registration of transfer/transition on such securities is not possible. In case the transferee of securities that are held in the holder's account shall receive these securities due to transfer or transition, while suspension of disposal right, pledge or transfer as collateral is registered over these securities in compliance with this part of the Rules of Operation, required change in the securities owner can be made only in form of relevant record in the holder's registry in the same holder's account.
- 8.9 In case measures and sanctions pursuant to the Rules of Operation were adopted against the holder, provisions of the Article 13 and following of part II of the Rules of Operation shall be used accordingly.

- 8.10 CDCP is not liable for possible damages, which arise from breach of provisions stipulated in this article by the holder.
- 8.11 CDCP is liable towards the holder for damages caused by wilful act or negligence by processing holder's instruction incorrectly, incompletely or with delay.
- 8.12 The person for who CDCP opened the holder's account on which securities are registered, is obliged to adopt measures necessary to fulfil information obligation towards relevant authority of SR pursuant to AEI Act, Decree 446/2015 Coll. and pursuant to FATCA Agreement.

## **Article 9**

### **Change of data on entity for who the account is administered**

- 9.1 Change of data on an entity for which the account is administered, is change in identification data of a client as a subject registered under entity registration number pursuant to Article 3, section 3.3, subsection c) of Part I. of the Rules of Operation. By change of data on the account owner, an owner of securities registered in that account shall not be changed; mentioned does not apply to procedure pursuant to §108 of ZOCP.
- 9.2 CDCP shall change in data on an entity, for which an account pursuant to Section 2.1 of Article 2 of this Part of the Rules of Operation has been opened based on:
- a) written request of the person for who the account is administered, placed in person at CDCP's registered office or by post to address of CDCP ,
  - b) justified objection, valid decision of the court or on own initiative pursuant to §108 of ZOCP.
- 9.3 The request for change in data on the entity for who the account is administered must consist mainly of:
- c) previous (out-of-date) data, which are registered in the CDCP registry on given person-subject,
  - d) new data which shall be registered,
  - e) manifestation of will aiming to execution of relevant change in data,
  - f) day and signature of person for who is the account administered.
- 9.4 The request for change of data must be attached with original or verified copy of documents evidencing required change of data (e.g. for change of data on a legal person – current extract from the CR; for change of name/surname of natural person – marriage certificate, valid decision of the court; for change of the birth registration number – certificate on the birth number issued by RRSR). In case the entity for who the account is administered shall not demonstrate required change sufficiently and unequivocally, CDCP shall not register required change.
- 9.5 CDCP is entitled to make the change of data on person for who the account is administered in all accounts administered for this person in CDCP, based on request for change of data or if other procedure for change of data than pursuant section 9.2 of this article is applied.
- 9.6 Along with request for change in data on the account owner, the account owner is obliged to request simultaneously for relevant changes to be made in all CDCP registers in which the account owner has been registered (e.g. in the issuer's register, pledge register, special registry of transfers as collateral).



- 9.7 An account owner is obliged to request for a change of data to be made immediately after such change occurred or came into effect.

## **Article 10**

### **Closing the account**

- 10.1 An account opened and administered by CDCP can only be closed on the condition that no data on book-entry securities is registered in the account. In case of a client account, no owner's accounts pursuant to §105 Section 3 of ZOCP can be linked to this account.
- 10.2 CDCP shall close an account opened and administered by CDCP on the basis of written request. In case of a holder's account or client's account, it is required that the agreement on opening and administration of the holder's account, or on opening and administration of the client's account is terminated, and that the statement that the holder or member does not register any data on securities in its registry is submitted.
- 10.3 For purpose of closing of accounts, CDCP may accept along with valid Power of Attorney also an extract from the Commercial Register that is older than 3 months, and for foreign legal entities may accept documents according to article 2, section 2.4 letter e) of part I of the Rules of Operation, that are older than 6 months.
- 10.4 CDCP shall close an account within the time specified in the request, however, no sooner than one working day following delivery of the request or to expiration of validity of agreement on opening and administration of the account.
- 10.5 Without the request, CDCP can close an owner's account kept in CDCP's registry, except for the owner's account of a participant, if there is no data on any security registered in the owner's account for a period of one year or if stipulated by ZOCP.
- 10.6 The owner's account of the benefactor open and kept in CDCP, on which no data on book-entry securities are registered, can be cancelled also based on request of an inheritor who will declare its legacy by valid decision on inheritance.
- 10.7 CDCP is entitled not to close an account from which or to which financial instruments should be transferred by the settlement instruction, which is not settled in the moment of placing the request for closing of the account.

## **Article 11**

### **Statement of account opened by CDCP and the method of its handing-over**

- 11.1 To the entity for which an account pursuant to Section 2.1 of Article 2 of this Part of the Rules of Operation has been opened, CDCP shall provide a statement of its account in paper form or in electronic form (if so stated in special contractual arrangement):
- a) after making an accounting entry to the credit or to the debit of said account, unless it is agreed otherwise or unless the legal regulation stipulates otherwise – for example §105 Section 7 of ZOCP (transaction statement),
  - b) based on request of the person for who the account has been opened (account statement, back-dated statement of account),
  - c) based on request from MH Manažment, a.s. according to §105 section 7 of ZOCP.
- 11.2 CDCP shall prefer to send the statement of an account, opened for a participant/member, in electronic form. Based on the participant's/member's request,

which can be submitted to CDCP in electronic form, CDCP shall also issue account statement in paper form and shall send it by post without delay. In case of the account statement of owner's account that CDCP is providing pursuant to Section 11.1, subsection c) of this Article, CDCP is entitled to authorise the member to prepare the account statement in the paper form and to its delivery to the owner of account via post.

- 11.3 The request for statement of an account opened in CDCP, if in written form, must be delivered in person at CDCP's registered office or by post to address of CDCP .
- 11.4 The request for account statement pursuant to Section 11.3 of this Article must contain:
- a) data on person for which the account was opened (commercial name, registered office and identification number in case of the legal entity, or name, surname, permanent residence and birth registration number in case of the natural person),
  - b) the date as of which the statement should be made - if there is no date specified, the statement shall be made as of the date of provision of the service (current statement).
- 11.5 CDCP is entitled, pursuant to §105 par.7 of ZOCP, to authorise the member to prepare, process or hand-over the statement of the owner's account opened pursuant to article 3, section 3.1 letter c) of this part of the Rules of Operation. Authorisation pursuant to previous sentence of this Section has to be the subject of the agreement concluded between CDCP and the member.

## **Article 12**

### **Provision of information on securities**

- 12.1 Information on accounts pursuant to article 2, section 2.1 of this part of the Rules of Operation and on securities registered in these accounts shall be provided by CDCP/a member to an entity other than the person for who the account was opened only upon written request, and:
- a) when fulfilling the information duties that CDCP/member has to fulfil in compliance with the legal regulations,
  - b) based on a previous registration of the authorisation pursuant to §105 Section 1 Subsections d) and e) of ZOCP, performed in the owner's account in the CDCP's/member's registration, in extent of such authorisation.
- 12.2 In case of an owner's account kept for an asset-management company or for a unit trusts administered by such company, the request can be submitted by the asset-management company or by the asset-management company's depository. The original or an officially verified copy of a valid agreement on performance of the depository's activity shall be attached to the request.
- 12.3 Information on a holder's account and information on securities, the data of which is registered in such account, shall be provided by CDCP to an entity other than the one for who the account has been opened based on written request, and only when fulfilling the information duties CDCP has to fulfil according to the legal regulation.
- 12.4 The request for provision of information pursuant to this Article must contain the following particulars:
- a) numeric identification of the account,
  - b) identification number of person for who the account is administered, or its BIC code,

- c) identification of the entity to which the service is being provided, specifying its identification number; if it is a securities dealer/a foreign securities dealer, its registration number assigned by CDCP;
  - d) the extent of the authorisation to obtain information from the account.
- 12.5 A change and cancellation of registration of persons authorised to obtain information on securities in the owner's account shall be performed by CDCP/ member based on request of the account owner or the person registered pursuant to Section 11.1 Subsection b) of this Article; the provisions of Section 11.4 of this Article shall appropriately apply to the content of the request for cancellation of registration.

# SUSPENSION OF DISPOSAL RIGHT

## Article 13

### **Persons authorised to place the instruction to register SDR /to cancel the registration of the SDR**

- 13.1 The instruction to register suspension of the disposal right can be submitted to CDCP/member/participant by clients that are authorised persons pursuant to §28, sec.3 of ZOCP. CDCP and the member can place the instruction to register the SDR when acting as authorised person in compliance with and on conditions pursuant to §28, sec.3 of ZOCP. CDCP is entitled to register SDR pursuant to §28 Section 5 of ZOCP.
- 13.2 If the data on a book-entry security and its owner is registered in an owner's account administered by CDCP, CDCP shall register the SDR / cancellation of the SDR (i.e. make the relevant record in CDCP's registry).
- 13.3 If the data on a book-entry security and its owner is registered in an owner's account administered by a member, the member shall register the SDR / cancellation of the SDR (i.e. make the relevant record in the member's registry). After the SDR has been registered in the member's registry, the SDR shall be concurrently registered in the client account of member, for the same number of securities of the given ISIN.
- 13.4 If the instruction to register the SDR /cancellation of the SDR refers to an entire issue of securities, the client shall place the instruction to register the SDR /cancellation of the SDR to CDCP. CDCP shall register the SDR over the entire issue also in the registration administered by members (i.e. CDCP shall make the relevant records in a member's registry as well as in the client's account of the member).
- 13.5 In case of registration of the SDR referring to an entire issue of securities, CDCP shall register the SDR on the working day following the day of delivery of the request (the client must deliver the request no later than on the working day preceding the working day when the SDR is to be effective). If, on the day of placement of the instruction to register the SDR referring to an entire issue of securities, only on single security of this issue a reservation flag has been registered, CDCP shall register the SDR on the working day following the day of delivery of the request.
- 13.6 The SDR shall be established and terminated (either partially or entirely) upon the entry in CDCP's/member's registry and in the holder's registry. During the period of registration of the SDR, neither CDCP nor the member shall register the transfer of a book-entry security over which the SDR is registered.
- 13.7 The SDR can be terminated based on record performed in the CDCP/member's registry, according to and on conditions of §28, section 9 of ZOCP. In case the SDR has been registered based on instruction placed by a client pursuant to §28, section 3, subsection g) and h) of ZOCP, according to article 14, section 14.1 of this part of the Rules of Operation, CDCD/member shall register termination of the SDR after submitting the documents evidencing termination of the SDR.
- 13.8 The number of securities for which the SDR is registered can be increased only via the placement of a new instruction to register the SDR. The number of securities for which the SDR is registered can be decreased only via the placement of an instruction

to cancel the registration of the SDR, specifying the relevant number of securities units which are the object of cancellation of the SDR.

- 13.9 Unless stated otherwise in the Rules of Operation or unless anything different results from an agreement between the client and CDCP, the instruction to register the SDR /cancel the registration of SDR shall be submitted to CDCP by:
- a) clients that have owner's accounts open in CDCP, participants, members and issuers
    - i. by post or in person at CDCP's registered office, in writing or on a form,
    - ii. the participant/member via IS CDCP (in compliance with technical specification to the IS CDCP), if it results from the agreement with CDCP,
    - iii. special contractual arrangement concluded between the issuer and CDCP along with the request for change or termination of an issue, when the instruction is part of such arrangement.
  - b) a participant or a member, with the exception pursuant to Section 13.10 of this Article, usually via IS CDCP,
  - c) other market infrastructure which was granted Access, usually via IS CDCP (in compliance with technical specification to the IS CDCP),
  - d) other clients in written or on form, placed in person at CDCP's registered office or by post to address of CDCP.
- 13.10 A securities dealer/foreign securities dealer shall place the instruction to cancel the SDR (except for the SDR that has been registered based on its instruction pursuant to §28 Section 3 Subsection b) of ZOCP) in person at CDCP's registered office.
- 13.11 The form for the placement of instructions to register the SDR /to cancel the registration of the SDR is available at CDCP's registered office and on its website.
- 13.12 The instruction to register the SDR /to cancel the registration of the SDR is submitted to a participant or to a member by other market infrastructure which has been granted access via the IS CDCP (in compliance with technical specification to the IS CDCP); other clients shall use the manner specified by the member.

## **Article 14**

### **The instruction to register/to cancel registration of the SDR**

- 14.1 The instruction to register/to cancel registration of the SDR must contain all particulars according to ZOCP and information specified by CDCP in compliance with technical specification to the IS CDCP, or on a relevant form. If the instruction to register a SDR for a definite period is being submitted by clients pursuant to provisions of §28, section 3, letter g) and h) of ZOCP, the definite period need not be specified as a date in the instruction, if ZOCP or separate legal regulations allow it. CDCP/member shall register such instruction for an indefinite period. If the instruction to register a SDR does not include a period for which the disposal right is to be suspended, it is deemed that, in compliance with §28 Section 4 of ZOCP, the registration for an indefinite period is being instructed. If the instruction is placed by entity pursuant to § 28, section 3, subsection a), g) and i) and it will not identify the securities and number of security units, the instruction will apply to all securities registered in the owner's account in the moment when the instruction is placed.
- 14.2 The issuer can place the instruction to register the SDR due to change or termination of securities only in form of special contractual arrangement in connection with registration of change or termination of the security issue.

- 14.3 The issuer that has received notification pursuant to §115 Section 1 or pursuant to §118i) Section 3 of ZOCP must not place the instruction to register the SDR on an entire issue of securities until the clearing and settlement of the public offer to take over/buy out is finished. In this case, CDCP is entitled to decline to register the SDR.
- 14.4 The instruction to register the SDR can be also placed as a compound service, along with an instruction to register a transfer (refer to provisions on security transfers in this Part of the Rules of Operation). Such order can be placed by:
- a) other market infrastructure,
  - b) a securities dealer/ foreign securities dealer, if authorised by an agreement with a client or a power of attorney granted by the client.

## **Article 15**

### **Notification pursuant to §28 of ZOCP**

- 15.1 CDCP shall fulfil the information duty pursuant to §28 Section 8 of ZOCP by delivery of notification, in written form, that contains:
- a) registered name, registered office and identification number of the legal person, or name, surname, permanent residence and birth registration number of the natural person in whose account the SDR has been registered,
  - b) ISIN and the number of units of securities, over which the disposal right suspension has been registered,
  - c) the number of units or value of securities that have been the object of a transition,
  - d) registered name, registered office and identification number of the issuer,
  - e) date of registration of the disposal right suspension,
  - f) date of expiration of registration of suspension of disposal right,
  - g) date of execution of transition,
  - h) original numerical identification of the SDR and new identification of SDR assigned by CDCP due to registration of security transition.
- 15.2 CDCP shall fulfil the information duty pursuant to §28 Section 10 of ZOCP by delivery of notification, in written form, that contains:
- a) registered name, registered office and identification number for the legal person, or name, surname, permanent residence and birth registration number of the natural person in whose account the disposal right suspension has been registered,
  - b) the number of units of securities, on which the SDR has been cancelled,
  - c) ISIN and number of units of securities, on which the SDR has been registered,
  - d) registered name, registered office and identification number of the issuer,
  - e) date of registration of the disposal right suspension,
  - f) date of expiration of registration of suspension of disposal right,
  - g) date of cancellation of SDR.
- 15.3 The information duty specified in §28 Section 10 of ZOCP does not apply to CDCP, if CDCP is cancelling an instruction to register the SDR of an entity that has ceased to exist without a legal successor, or if CDCP is cancelling an instruction of person who placed the instruction to register the SDR or of a securities dealer/foreign securities dealer that has stopped providing investment services pursuant to relevant legal regulation.

- 15.4 CDCP shall fulfil the information duty pursuant to §28 Section 12 of ZOCP in the manner agreed upon in an agreement between CDCP and the Stock Exchange.

## **TRASFER OF BOOK-ENTRY SECURITIES**

### **Article 16**

#### **Authorisation and the method of placement of instruction to register transfer of a book-entry security**

- 16.1 The client authorised to place an instruction to register transfer with CDCP/member/holder is:
- a) pursuant to §23 of ZOCP a transferor and a transferee in case of transfer of book-entry securities between accounts, whereas at least one of the accounts is administered by CDCP/participant,
  - b) pursuant to §24 of ZOCP a security broker/foreign security broker in case the broker provided for purchase or sale of book-entry securities, resulting in transfer of book-entry securities between accounts, whereas at least one of the accounts is administered by CDCP/participant,
  - c) pursuant to §25 of ZOCP a Stock Exchange or operator of multilateral trading system, in case of transfer of book-entry securities between accounts, whereas at least one of the accounts is administered by CDCP/participant.
- 16.2 The instruction for registration of book-entry securities transfer from an owner's account of a benefactor can be placed also by the transferor – inheritor based on valid Decision on inheritance pursuant to §18b of ZOCP. In such case the transferor-inheritor shall submit original or verified copy of valid Decision on inheritance.
- 16.3 The instruction to register transfer of securities can be submitted by the client to CDCP/member/holder:
- a) in whose registry the owner's account of the transferee, or data on the security transferee are kept pursuant to the Ac,
  - b) in whose registry is kept the owner's account in which are registered securities that will be transferred, or where are kept data on security owner (transferor) pursuant to ZOCP, whose securities will be transferred.
- 16.4 Unless stated otherwise in the Rules of Operation or unless something different results from an agreement between the client and CDCP, the instruction to register a transfer shall be submitted to CDCP by the client, in compliance with ZOCP, as follows:
- a) usually on relevant form which is available in CDCP seat and on CDCP web page),
  - b) via IS CDCP (pursuant to the technical specification to IS CDCP) for subject that were granted access.
- 16.5 The Stock Exchange or a multilateral trading system operator shall place the instruction to register a transfer to a member via IS CDCP (in compliance with specification to the IS CDCP); other authorised persons shall use the method specified by the member.
- 16.6 A transfer in the registry of book-entry securities in the owner's accounts administered by a member shall be performed by the member, based on an instruction from the client.

- 16.7 The technical realisation of the activity specified in Section 16.5 of this Article shall be performed, on the member's behalf and based on a power of attorney granted to CDCP (i.e. CDCP shall provide for the credit/debit of securities to/from the owner's account also in the registry administered by the member).

## **Article 17**

### **The instruction to register the transfer of a book-entry security**

- 17.1 The instruction to register a transfer must contain all particulars according to ZOCP, and information stipulated by CDCP in compliance with technical specification to the IS CDCP, or on a relevant form.
- 17.2 In the event that prior consent pursuant to §23 Section 2 of ZOCP is required, the person placing the instruction must specify, in the instruction to register a transfer, whether or not the required prior consent is enclosed with the documents authorising the person to place the instruction. If the required prior consent is not enclosed, further procedure will be pursuant to §23 Section 2 of ZOCP.
- 17.3 In case of issues of securities with limited negotiability, when placing the instruction to register a transfer, CDCP/member/holder must verify the documents authorising to place the instruction in compliance with the legal regulations in effect (e.g. the issuer's written consent). The member/CDCP/holder shall be liable for damage resulting from the failure to verify the required documents, in the event that the negotiability of an issue of securities is limited.
- 17.4 The instruction to register a transfer, submitted via IS CDCP, can be a compound service that comprises the instruction for transfer itself and the instruction to cancel registration of the disposal right suspension. If using this service, a Stock Exchange or a securities dealer/foreign securities dealer must enter identification of the SDR and type of SDR.
- 17.5 CDCP ascertains ownership of assets used by a client-transferee to accomplish the trade for each trade with a value at the least 15 000 EUR; it does not apply in case of instruction for the registration of book-entry securities transfer pursuant to § 24 and § 25 of ZOCP and the instructions of members and the BSSE relating to clearing and settlement of trades in other financial instruments. CDCP ascertains ownership of assets from binding declaration of a client-transferee, which the client-transferee is obliged to submit to CDCP in this case. In the declaration, the client-transferee is obliged to state whether these assets are his ownership and whether trade is carried out on its own account. If these assets are ownership of other person, or if trade is carried out on other person's account, the client-transferee is obliged to state in the declaration name, surname, Birth Registration Number or date of birth and address of residence of natural person or name, registered office and identification number of legal entity if it was assigned, ownership of which the assets belong to and on account of which the trade is carried out; in this case client-transferee is obliged to hand over to CDCP also a written acceptance of the concerned person to use its assets in performed trade and to execute the trade on its account, while the signature of concerned person on the written acceptance must be verified. If the client-transferee shall not accomplish the obligations according to this Rules of Operation, CDCP shall decline to perform required trade.
- 17.6 CDCP ascertains ownership of assets used by a client-transferee to execute a trade according to Section 17.5 of this Article only in situation when a member specified in



a transfer instruction is not identical with a securities broker or foreign sec. broker who procured the purchase/sale of book-entry security which is the subject of the transfer.

17.7 The declaration according to Section 17.5 of this Article must have written form and must contain data according to § 99 Section 12 of ZOCP and concurrently:

- a) data on transfer according to §27 of ZOCP
- b) verified signature of a client-transferee.

17.8 Documents proving the existence and method of action of a client-transferee and the concerned person pursuant to valid legislation and documents proving the identity and eligibility of the client-transferee and the concerned person must be attached to the declaration and written acceptance according to Section 17.5 of this Article. All submitted documents must be original or verified copy.

# MOVEMENT OF BOOK-ENTRY SECURITIES

## Article 18

### **Authorisation and the method of placement of instruction to register movement of a book-entry security**

- 18.1 The instruction to register a movement can be submitted to CDCP/member/holder by the owner of a security/holder in case of movement of book-entry securities from the owner's account to another account of the same owner, if at least one of these accounts is administered by CDCP/member. Unless stated otherwise in the Rules of Operation or unless something different results from an agreement with the account owner and CDCP/member, the instruction to register a movement shall be submitted to CDCP/member by the client, usually in person on a form which is available in CDCP seat and on CDCP web page.
- 18.2 In case of registration of movement of book-entry security from owner's account to a holder's account, a written declaration that owner of securities being moved shall not be changed due to the movement must be attached to the instruction for registration of the movement placed by the holder.
- 18.3 The realisation of movement within the registry of book-entry securities, in the accounts of owners administered by a member, shall be performed by the member based on the instruction from the client.
- 18.4 The technical realisation of activity specified in Section 18.3 of this Article will be performed on the member's behalf, based on a power of attorney to CDCP (i.e. CDCP shall ensure the crediting/debiting of securities to/from the owner's account also in registry administered by the member).

## Article 19

### **Instruction to register movement of a book-entry security**

- 19.1 An instruction to register a movement must contain all particulars according to ZOCP, as well as information specified by CDCP in compliance with the technical specification to the IS CDCP, or in a relevant form.
- 19.2 The provisions on transfer of securities shall appropriately apply to an instruction to move securities.

# TRANSITION OF BOOK-ENTRY SECURITIES

## Article 20

### **The instruction to register transition and realisation of transition of book-entry securities**

- 20.1 The client entitled to place an instruction to register transition to CDCP/member/holder is:
- a) a transferee of securities in case of transition of book-entry securities between accounts, if at least one of these accounts is administered by CDCP/member,
  - b) a securities dealer/foreign securities dealer authorised by the transferee in case of transition of book-entry securities between accounts, if at least one of these accounts is administered by CDCP/member,
  - c) a holder in case of transition of book-entry securities between accounts, if at least one of these accounts is administered by CDCP/member.
- 20.2 Unless stated otherwise in the Rules of Operation or unless something different results from an agreement between the client and CDCP, or member, or holder the instruction to register a transition is submitted to CDCP/member/holder by the client, usually in person on a form which is available in CDCP seat and on CDCP web page.
- 20.3 The instruction to register a transition of securities shall be submitted by the client to CDCP/member/holder:
- a) in whose registry the owner's account of transferee is administered or data on the transferee of securities are administered according to ZOCP,
  - b) in whose registry the owner's account, in which are registered the securities that shall be the subject of transition, or in which the data on the securities owner are administered pursuant to ZOCP and whose securities are to be the subject of transition.
- 20.4 A change of owner by means of transition in registry of book-entry securities, in the owner's accounts administered by a member, shall be realised by the member based on the instruction from the client.
- 20.5 The technical realisation of a transition of securities in the registry of book-entry securities in the owner's accounts administered by a member shall be performed on the member's behalf by CDCP, based on a power of attorney (i.e. CDCP shall ensure the crediting/debiting of securities to/from the owner's account also in the registry administered by the member).
- 20.6 The instruction to register a transition must contain particulars related to a book-entry security, its owner and the transferee or holder on the transferee's side or holder on the owner's side that are identical with particulars of the instruction to register a transfer pursuant to Section 16.1 of Article 16 of this Part of the Rules of Operation.
- 20.7 A change in the person of the owner or holder by means of transition shall be registered by CDCP/member/holder based on an instruction as of the day of the transition, after the submission of the original or an officially verified copy of a document evidencing the legal fact which is the basis for the transition, unless it is specified differently in ZOCP or other legal regulation.

# JOINT OWNERSHIP OF SECURITIES

## Article 21

### Joint ownership of several owners

- 21.1 If a security is jointly owned by several owners, CDCP or a member/holder shall register data on the security in the owner's account/client's account/holder's account/account in the holder's registry in compliance with the relevant provisions of ZOCP.
- 21.2 Based on an instruction to register a transition of securities in joint ownership placed by clients, CDCP or member/holder shall record the following data in its registry:
- a) registered names or titles, identification numbers of joint owners of securities for legal entities, and the size of their shares, or,
  - b) names and surnames, birth registration numbers of joint owners of securities for natural persons, and the size of their shares.
- 21.3 If a security is jointly owned by several owners, CDCP or member or holder shall register data on the security in the owner's account or account in the holder's registry of every joint owner, specifying the relevant share.
- 21.4 When requesting for services, to identify a given security the joint owners are obliged to use the unique numerical identification assigned to the security at the registration of joint ownership.

# PLEDGE OVER SECURITIES

## Article 22

### Contractual pledge

- 22.1 When registering the establishment/change/termination of pledge, CDCP and a member/holder shall proceed pursuant to ZOCP and these Rules of Operation, whereas they are obliged to review the submitted documents and, based on this review, proceed pursuant to §45 and the following paragraphs, or pursuant to §53a) and the following paragraphs of ZOCP.
- 22.2 If the pledgor is an asset-management company, the instruction to register the establishment/change/termination of contractual pledge shall be submitted by the depository of this asset-management company or by the asset-management company. In the latter case, written consent of the asset-management company's depository must be submitted.
- 22.3 The form for placing the instruction for registration of establishment/change/termination of contractual pledge is available at CDCP's registered office and on website of CDCP.
- 22.4 If, according to the agreement on creation of contractual pledge, there is more than one pledgee or more than one pledgor, all of them have to submit the instruction for registration/change/termination of the contractual pledge to book-entry securities.

## Article 23

### Registration of establishment/change/termination of contractual pledge over book-entry securities pursuant to §45 of ZOCP

- 23.1 CDCP keeps the Pledge Register for book-entry securities, provided that they are kept in an issuer's register.
- 23.2 The contractual pledge pursuant to §45 of ZOCP over book-entry securities shall be established:
- a) upon registration in the pledge registry of CDCP, based on a written notice on content of an agreement on pledge over securities and client's instruction,
  - b) upon provision of a bank credit, according to separate regulation, for the period of provision of the bank credit. CDCP is obliged to register such contractual pledge in the Pledge Registry based on the instruction of the NBS.
- 23.3 The client entitled to submit the instruction to register contractual pledge over book-entry securities can be the pledgee, the pledgor or the NBS (in cases according to ZOCP). The client can place the instruction for registration of pledge over book-entry securities:
- a) to CDCP if the data on a book-entry security and its owner is registered in an owner's account in CDCP's registry
    - i) by the pledgee or the pledgor in person, in writing or on a form,
    - ii) by NBS in electronic form,
  - b) to a member if the data on the owner is registered in an owner's account in the member's registration. After receiving the instruction to register the establishment of contractual pledge over book-entry securities, the member is obliged to deliver this instruction, along with the relevant documents and the request for registration of

pledge in the Pledge Register based on client's order, in writing to CDCP in person and without undue delay, in order for them to be registered in the Pledge Register. In the case that the pledgee is the member in whose registry is the owner's/pledgor's account, the member does not submit the request according to the previous sentence. The member is liable for ensuring that the instruction has been submitted by an authorised person.

- c) to a holder if the data on the owner is registered in an account in the holder's registry. After receiving the instruction to register the contractual pledge over book-entry securities, the holder is obliged to deliver this instruction, along with the relevant documents and the request for registration of pledge in the Pledge Register based on an client's instruction, in writing to CDCP in person and without undue delay, in order for them to be registered in the Pledge Register. The holder is liable for ensuring that the instruction has been submitted by the client.

23.4 The following must be enclosed to the instruction to register the establishment of a contractual pledge:

- a) a written notice of the content of the agreement on pledge over the securities (this does not apply if the instruction to register the establishment of contractual pledge is being submitted by the NBS),
- b) the originals or officially verified copies of documents that are evidencing the pledgor's and the pledgee's existence and the course of action pursuant to the legal regulations in effect, as well as documents proving the identity and eligibility of the client to place the instruction,
- c) the consent of the issuer to pledge the security, if the transferability of security is restricted and CDCP has agreed in the agreement with issuer to control the consent.

23.5 The written notice of the content of the agreement on pledging the securities shall contain:

- a) the pledgor's commercial name or title and registered office if it is a legal entity, or the pledgor's name, surname and address of permanent residence if it is a natural person,
- b) identification number or birth register number of the pledgor,
- c) identification of pledged security, including ISIN for book-entry security or type and form for paper-form security, identification number, the issuer's commercial name or title and registered office if it is a legal entity, or the issuer's name, surname and permanent residence if it is a natural person,
- d) the pledgee's commercial name or title and registered office if it is a legal entity, or the pledgee's name, surname and address of permanent residence if it is a natural person,
- e) the pledgor's identification number or birth registration number, if assigned,
- f) volume or value of security, nominal value of security,
- g) the amount of claim for which the pledge has been established or the highest value of principal up to which the claim is being covered, the maturity period, expressed by a date, and the currency in which the claim is denominated,
- h) date on which the agreement on pledge over securities was concluded,
- i) the permission of the pledgee to submit the instruction for registration of SDR in compliance with § 28, section 3 (d) of ZOCP, if the pledgee and the pledgor have agreed in agreement on pledge over security,

- j) the declaration that the pledgor was authorised in the agreement on pledge over security to submit instruction on registration of SDR in compliance with § 28, section 3 (d) of ZOCP on behalf of pledgee, if pledgor submits this instruction, whereas applies that if pledgor submits the instruction for registration of SDR on behalf of pledgee, the signature of the pledgee in written notice on content of the agreement has to be officially verified; the provision of this subsection shall not apply if the pledgor submits the separate power of attorney to place the instruction granted by the pledgee,
  - k) the pledgor's and pledgee's notice that the agreement on pledge over the securities, which is being replaced by such written notice, is valid and effective as of the day of placing the instruction to register the pledge,
  - l) signatures of the pledgor and the pledgee, whereas the pledgor's signature shall be officially verified.
- 23.6 If the proxy is a person authorized for conclusion of pledge agreement to securities and for placing the instruction to register the pledge, it is deemed that the person is authorized to sign the written notice on content of security agreement.
- 23.7 The instruction to register the establishment of pledge shall contain at least the following:
- a) information on the pledgor
    - i) registered name, registered office and identification number for a legal entity,
    - ii) name, surname, permanent residence and birth registration number for a natural person.
  - b) information on the pledgee
    - i) registered name, registered office and identification number for a legal entity,
    - ii) name, surname, permanent residence and birth registration number for a natural person.
  - c) identification of securities including ISIN for book-entry security, or the type and form of paper-form securities, the issuer's commercial name or title and registered office for a legal entity, or the issuer's name, surname and permanent residence for a natural person,
  - d) volume or value of securities that the pledge refers to,
  - e) the amount of the claim for which the pledge has been established, maturity period, expressed by a date and currency in which the claim is denominated,
  - f) the date of registration of the pledge in the Pledge Register,
  - g) in case of a pledge established at the provision of a credit pursuant to a separate regulation (the NBS): the period for which the SDR has been established,
  - h) in case of submission of the instruction in electronic form: further information stipulated by CDCP in compliance with technical specification to the IS CDCP.
- 23.8 After registering the contractual pledge over book-entry securities in the Pledge Register, CDCP shall proceed as follows
- a) in case of securities kept in CDCP's registry, CDCP shall immediately record the pledge in the relevant owner's account,
  - b) in case of book-entry securities kept in a member's registry, CDCP shall notify the member of this fact in electronic form. Immediately after receiving CDCP's notice, the member is obliged to record the pledge in the relevant owner's account and notify CDCP, in writing, whether the pledge has been successfully registered in compliance with the instruction to register the pledge. If the pledge has not been

successfully registered in the owner's account, the member must include the reasons in the written notice. The member shall be liable for damage resulting from breach of the obligations specified in the previous sentence.

- c) In case of book-entry securities kept in a holder's registry, CDCP shall notify the holder of this fact in electronic form. Immediately after receiving CDCP's notice, the holder is obliged to record the pledge in the relevant account and notify CDCP, in writing, whether the pledge has been successfully registered in compliance with the instruction to register the pledge. If the pledge has not been successfully registered in the account, the holder must include the reasons in the written notice. The holder shall be liable for damage resulting from breach of these obligations.
- 23.9 If, after registration of a contractual pledge over book-entry securities in the Pledge Register, the pledge fails to be recorded in the account of the pledgor or in the holder's registry without CDCP's fault, CDCP shall not be liable for the resulting damages.
  - 23.10 Simultaneously with registering the contractual pledge over securities in the Pledge Register, the NBS shall place an instruction to register the disposal right suspension pursuant to §28 Section 3 Subsection d) of ZOCP for a period of duration of the credit.
  - 23.11 If there are changes to a pledge that need to be registered in the Pledge Register, or if there arises situation that may lead to termination of the pledge, the pledgee or the pledgor are obliged to submit immediately the instruction to register the change or termination of the pledge. In case security was cancelled and was deleted from the registry established pursuant to §10, section 4 (a) of ZOCP, CDCP shall register cessation of pledge related to such security even without instruction, whereas CDCP shall send information on this fact to pledgor and pledgee to address registered with the pledge.
  - 23.12 A precondition for registration of change of a pledge can be primarily change of data:
    - a) on the pledgee,
    - b) on the pledgor,
    - c) on the amount of claim and on the currency in which it is denominated,
    - d) on the maturity date of the claim,
    - e) on volume or value of pledged securities.
  - 23.13 With regards to the Pledge Register, decrease in the volume or value of pledged securities is considered for change of the pledge if the pledge is not being cancelled.
  - 23.14 A precondition for registration of termination of a pledge can be mainly the following:
    - a) cessation of claim (e.g. it is properly and timely fulfilled),
    - b) termination of securities over which the pledge has been established,
    - c) the pledgee's waiver of the pledge,
    - d) expiry of a period for which the pledge has been registered,
    - e) selling the pledged securities by the pledgee due to exercise of the pledge,
    - f) transfer of shares pursuant to §118i) Section 16 of ZOCP.
  - 23.15 The instruction to register a change/termination of contractual pledge over book-entry securities shall be submitted to CDCP/member/holder by clients, applying the manner and procedure pursuant to Section 23.3 of this Article, whereby in case of change of a pledge, also the acquirer of the pledge is the obliged person pursuant to ZOCP. If there is a change in the person of the pledgor due to the pledgee's exercise of the pledge, such change need not be registered in the Pledge Register. This does not affect the



obligation to register the termination of pledge. After the change or termination of pledge is registered in the Pledge register, the procedure pursuant to Section 23.8 of this Article will apply accordingly.

- 23.16 The instruction to register a change/termination of pledge must contain adequately the data specified in Section 23.7 of this Article, and number of the pledge agreement.
- 23.17 The following documents must be enclosed with the instruction to register a change of pledge:
- a) for pledge registered in the Pledge Register before 31 December 2006: the original or an officially verified copy of a document evidencing the change or termination of pledge,
  - b) for pledge registered in the Pledge Register after 1 January 2007: a written notice on a change in the content of the agreement on pledging the securities or a document evidencing other reason for change of a contractual pledge,
  - c) the original or officially verified copies of documents evidencing the pledgor's and the pledgee's existence and the manner of procedure pursuant to the legal regulations in effect, as well as documents proving the identity and eligibility of the client to place the instruction.
- (The document proving the change of contractual pledge shall be for instance the declaration of both the original and the new pledgee, if the person of the pledgee has changed on the basis of obligatory legal relation, which is not ruled by the law and order of the Slovak Republic that this obligatory legal relation is not in conflict with the legal regulations of the Slovak Republic)
- 23.18 The written notice of a change in the content of the agreement on pledging the securities shall contain information pursuant to Section 23.5 of this Article and the data change of which is being requested for in the Pledge Register. If the instruction to register a change of contractual pledge over book-entry securities is being submitted by the pledgor, the notice specified in the previous sentence must bear an officially verified signature of the pledgee, whereas if the instruction is being submitted by the pledgee, it must bear an officially verified signature of the pledgor.
- 23.19 The following must be enclosed with the instruction to register termination of pledge:
- a) the original or officially verified copy of documents that are evidencing the pledgor's and the pledgee's existence and the course of action pursuant to the legal regulations in effect, as well as documents proving the identity and eligibility of the client to place the instruction,
  - b) the pledgee's written confirmation of the fulfilment of obligation or other document evidencing the cause of termination of a contractual pledge, issued by the pledgee; the pledgee's signature must be officially verified if the instruction to register termination of a contractual pledge over book-entry securities is being submitted by the pledgor.
- 23.20 If the disposal right suspension pursuant to §28 Section 3 Subsection d) of ZOCP is registered over pledged securities, when submitting the instruction to register termination of a contractual pledge, the pledgee must also submit the instruction to cancel the disposal right suspension. If the instruction to register termination of pledge is being submitted by the pledgor, the pledgee is obliged to authorise the pledgor to submit the instruction to cancel relevant SDR. If the pledgee does not submit the instruction to cancel the SDR that has been registered pursuant to §28 Section 3 Subsection d) of ZOCP, the pledgee shall be liable for the resulting damage. If the

pledgee has issued for the pledgor a confirmation of the fulfilment of obligation by the (pledge) debtor, the pledgor is entitled to submit the instruction to terminate the disposal right suspension, registered pursuant to §28 Section 3 Subsection d) of ZOCP, without the authorisation.

- 23.21 The provisions on the establishment and termination of pledge pursuant to this Article shall not apply to the establishment and termination of a pledge whose registration has been handed over pursuant to §12 of the Collective Investment Act.
- 23.22 The provisions on termination of pledge according to this Article shall not apply to termination of pledge pursuant to §118i) Section 16 of ZOCP. A pledge is terminated in the Pledge Registry and this fact is simultaneously registered in the owner's account; in case of registration of a pledge pursuant to §53a) of ZOCP, the pledge in the owner's account is terminated at the moment the shares are acquired by the claimant who has decided to apply the buy-out right pursuant to §118i) of ZOCP.

## **Article 24**

### **Registration of establishment/change/termination of contractual pledge over book-entry securities pursuant to §53a) et seq. of ZOCP**

- 24.1 The contractual pledge over book-entry securities pursuant to §53a) and following par. of ZOCP, shall be established when registered in an owner's account in the CDCP's/ member's registry, provided that the pledgor and the pledgee are entities pursuant to §53a) Section 1 of ZOCP. The contractual pledge pursuant to §53a) and following par. of ZOCP shall not be registered in the Pledge Register.
- 24.2 The provisions of Section 23.3 of Article 23 of this Part of the Rules of Operation shall appropriately apply to the manner and procedure of registration of the establishment of a contractual pledge over book-entry securities pursuant to §53a) and following paragraphs of ZOCP.
- 24.3 Following documents must be enclosed with the instruction to register the establishment of a contractual pledge:
- a) the original or an officially verified copy of the agreement on pledge, or a written notice of the content of the agreement on pledging the securities,
  - b) the original or officially verified copy of documents that are evidencing the pledgor's and the pledgee's existence and the course of action pursuant to the legal regulations in effect, as well as documents proving the identity and eligibility of the client to place the instruction,
  - c) the consent of the issuer to pledge the security, if the transferability of security is restricted and CDCP has agreed in the agreement with issuer to control the consent.
- 24.4 The written notice on the content of the agreement on pledging the securities shall contain information pursuant to Section 23.5 of Article 23 of this Part of the Rules of Operation; the pledgor's and the pledgee's signatures need not to be officially verified.
- 24.5 The documents evidencing the authorisation to submit the instruction to register the establishment/change/termination of the contractual pledge shall remain stored at CDCP or with the member, depending on where the pledgor has opened the owner's account which contains data on securities that are the subject of pledge.
- 24.6 The instruction to register the establishment of a contractual pledge shall contain appropriate information pursuant to Section 23.7 of Article 23 of this Part of the Rules of Operation.

- 24.7 CDCP/member shall register the contractual pledge over book-entry securities pursuant to §53a) and following articles of ZOCP based on instruction from the client in the owner's account administered in its registry, or the holder in the holder's registry.
- 24.8 If there are changes to a pledge that need to be registered in the account of the owner of pledged securities, or if there arises a circumstance that may lead to termination of the pledge, the pledgee or the pledgor are obliged to immediately submit the instruction to register the change or termination of the pledge.
- 24.9 The provisions of Sections 23.12 through 23.16 and section 23.22 of article 23 of this Part of the Rules of Operation shall appropriately apply to the registration of change/termination of a contractual pledge over book-entry securities pursuant to §53a) of ZOCP.
- 24.10 The following must be enclosed with the instruction to register a change/termination of a contractual pledge over book-entry securities pursuant to §53a) of ZOCP:
- d) the original or an officially verified copy of a document evidencing the change/termination of the contractual pledge,
  - e) the originals or officially verified copies of documents that are evidencing the pledgor's and the pledgee's existence and the manner of procedure pursuant to the legal regulations in effect, as well as documents proving the identity and eligibility of the client to place the instruction.
- 24.11 The provisions on termination of pledge according to this Article shall not apply to termination of pledge pursuant to §118i) Section 16 of ZOCP. The pledge is terminated at the moment of acquisition of shares by the claimant.

## **Article 25**

### **Registration/amendment/termination of contractual pledge pursuant to § 53a sec. 4 and 5 of ZOCP**

- 25.1 Registration/change/termination of contractual pledge pursuant to § 53a section 4 of ZOCP is not subject to provisions of the Articles 22, 23 and 24 of this part of the Rules of Operation.
- 25.2 The instruction for registration of contractual pledge pursuant to § 53a section 4 of ZOCP shall be placed by the NBS, the ECB, a CNB or the pledgor who can submit the instruction via IS CDCP based on special contractual arrangement. The instruction for registration/termination of SDR in accordance with the provision of § 28, section 3, letter d) of ZOCP, when the contractual pledge pursuant to § 53a section 4 of ZOCP shall be submitted by the NBS, the ECB, a NCB which can place the instructions via IS CDCP based on special contractual arrangement.
- 25.3 The instruction for change/termination of the contractual pledge pursuant to § 53a section 4 of ZOCP shall be always confirmed by the NBS. In case the NBS shall not submit, in compliance with the technical specification to the IS CDCP, the consent with change or termination of the contractual pledge registered pursuant to §53a par.4 of ZOCP on the same operation day when the instruction for change/termination of this contractual pledge has been placed, CDCP shall not execute change/termination of contractual pledge registered pursuant to § 53a, section 4 of ZOCP and the instruction for change/termination of this contractual pledge shall be cancelled.

- 25.4 In compliance with § 53a, section 4 of ZOCP, it is possible to register the contractual pledge pursuant to this Article exclusively in the owner's account open in the registry of CDCP.
- 25.5 Registration/change/termination of the contractual pledge pursuant to § 53a section 5 of ZOCP is not subject to provisions of the Articles 22, 23 and 24 of this part of the Rules of Operation. The contractual pledge over book-entry security in favour of the NBS, the ECB or a CNB pursuant to § 53a section 5 of ZOCP shall be set by movement or transfer of securities to an owner's account in CDCP registry, which is restricted for the benefit of a pledgee pursuant to § 105, section 11 of ZOCP.
- 25.6 The contractual pledge over securities pursuant to § 53a section 5 of ZOCP shall terminate by movement or transfer of securities from the owner's account restricted for the benefit of the pledgee based on instruction from the pledgee, or based on the instruction from the pledgor and the pledgee, for benefit of which was the owner's account restricted. Movement or transfer of securities from the owner's account restricted for the benefit of the pledgee is not possible based on any other instruction.

## **Article 26**

### **Registration of establishment/change/termination of contractual pledge over paper-form securities**

- 26.1 CDCP keeps the Pledge Register for paper-form securities issued under the legislation of the SR.
- 26.2 A contractual pledge over paper-form securities is established:
- a) when such contractual pledge is registered in the Pledge Register based on a written notice on content of the agreement on pledge of securities and the instruction from the client,
  - b) when the pledge is delivered to the pledgee or a third person for custody, or for custody and administration if the pledgor and the pledgee are the entities pursuant to §53a) Section 1 of ZOCP and if they have agreed on it. The contractual pledge over paper-form securities pursuant to § 53a and following of ZOCP shall not be registered in the Pledge Register.
- 26.3 The client shall submit the instruction to register establishment of a contractual pledge over the paper-form securities to CDCP in person, in writing, or on a form, whereas the client must submit also the securities which are to be pledged, or to which a change or termination of a contractual pledge is to be marked. In case that a paper-form security has an appendix, such appendix must be an indivisible part of the paper-form security. CDCP shall record the pledge to the appendix attached to the paper-form security, whereby the pledgor shall be responsible for the sufficiently firm attachment of the appendix to the paper-form security (i.e. the pledgor shall be liable for possible damages should the appendix detach from the paper-form security).
- 26.4 The provisions of Sections 23.4, 23.5 and 23.7 of Article 23 of this part of the Rules of Operation shall appropriately apply to registration of the establishment of a contractual pledge over paper-form securities pursuant to §45 of ZOCP.
- 26.5 After registration of the establishment of a contractual pledge over paper-form securities in the Pledge Register, CDCP shall mark the 'to be pledged' clause on the paper-form security.

- 26.6 The provisions of Sections 23.12 through 23.14 and Sections 23.16 through 23.20 of the Article 23 of this part of the Rules of Operation shall appropriately apply to the registration of change or termination of a contractual pledge over paper-form securities pursuant to §45 of ZOCP.
- 26.7 When registering a change/termination of a contractual pledge over a paper-form security in the Pledge Register, CDCP shall mark this fact on the paper-form security by the 'Change of pledge' or the 'Termination of pledge' clause. When marking the "change of pledge" clause on the paper-form security, CDCP has also right to specify the reason for the change of pledge.
- 26.8 CDCP shall control the consent of the issuer pledge the security only in case that restricted transferability of security is marked on registered paper-form share. CDCP shall not be liable for damage, which arises in consequence of registration of pledge to registered paper-form share, on which the details on restricted transferability are not stated despite transferability is restricted.

## **Article 27**

### **Statutory pledge**

- 27.1 The establishment/change/termination of a statutory pledge is registered in the Pledge Register as of the day of the establishment/change/termination of the statutory pledge, based on the instruction from the client. The pledge which is established by issuance of resolution on security arrangements pursuant to § 343 of the Act 160/2015 Coll. on Civil Procedure in valid wording shall be established by registration in the Pledge Register.
- 27.2 A statutory pledge over securities can be also established based on a decision of a court, tax administrator or a customs authority, issued pursuant to separate regulations, and shall be registered in the Pledge Register pursuant to this Article.
- 27.3 The instruction to register the establishment/change/termination of statutory pledge over book-entry securities shall be submitted by the relevant state authority (e.g. court, tax administrator, customs office) based on valid decision of relevant state authority on establishment/change/ termination of a statutory pledge:
- a) to CDCP if the data on pledged book-entry security and its owner is registered in the owner's account in the CDCP's registry in written form, in person at seat of CDCP or by post to the CDCP's address.
  - b) to a member if the data on the owner of pledged book-entry security is registered in the owner's account kept in the member's registry,
  - c) to a holder if the data on the owner of pledged book-entry security is registered in the owner's account kept in the holder's registry.
- 27.4 The instruction to register the establishment/change/termination of statutory pledge over paper-form securities issued under the legislation of the SR shall be submitted to CDCP by the client, in person and in written form. The client must submit the securities that are to be pledged, respectively, on which the change/termination of statutory pledge is to be marked.
- 27.5 With the instruction to register a statutory pledge the relevant state authority (e.g. court, tax administrator, customs office) shall enclose the original or an officially verified copy of valid decision on establishment/change/termination of the statutory pledge, which must bear stamp of the authority with the national emblem, signature of

an authorised person and the enforceability date. The decision of the state authority on establishment/ change/termination of the statutory pledge over book-entry securities shall include mainly:

- a) identification of the pledgee that has issued the decision,
- b) identification of the debtor (pledgor), its name, surname, birth registration number, permanent residence in case of a natural person, or commercial name, registered office, identification number in case of a legal entity,
- c) identification of the claim, its amount and currency in which it is denominated,
- d) identification of pledged security including ISIN for book-entry security or the type and form of security in case of paper-form security, the issuer's identification number commercial name or title and registered office in case of a legal entity, or the issuer's name, surname, and permanent residence in case of a natural person,
- e) volume or value of securities that are subject to the pledge,
- f) the date of establishment of the statutory pledge.

27.6 The provisions on contractual pledge of these Rules of Operation shall appropriately apply to the registration of the establishment/change/termination of statutory pledge over securities.

## **Article 28**

### **Provision of data from the Pledge Register**

- 28.1 CDCP shall issue an excerpt from the Pledge Register based on request of a legal person or a natural person. The request must be submitted in writing, or on a form, in person at the CDCP's registered office, or by post to the address of the CDCP's registered office.
- 28.2 The form for the request for statement from the Pledge Register is available at CDCP's registered office and on its website.
- 28.3 A statement from the Pledge Register contains the following information:
  - a) pledgee's commercial name or title and registered office in case of a legal entity, or the pledgee's name, surname and address of permanent residence in case of a natural person,
  - b) identification of pledged security including ISIN for book-entry security or the type and form of security in case of paper-form security, the issuer's identification number commercial name or title and registered office in case of a legal entity, or the issuer's name, surname, and permanent residence in case of a natural person,
  - c) the volume or value of securities units,
  - d) the date of registration of pledge in the Pledge Register.
- 28.4 Required extent of the statement from the Pledge Register must be specified in the request by stating some of the data specified in section 28.3 of this Article, or their combination. The statement of the Pledge Register shall contain information on the data pursuant to Section 28.3 of this Article, depending on the extent specified in the request.
- 28.5 CDCP shall make accessible data from the Pledge Register on its website and the data shall be updated once a week. The data published on the website is only informative and cannot be used for legal purposes.

## **Article 29**

### **Handing over the pledge registry from the Pledge Register**

- 29.1 CDCP shall hand over, to a unit trust depository or administrator, the records from the Pledge Register in the part pertaining to changed units of the unit trust pursuant to §12 of the Collective Investment Act and a subsequently concluded agreement. CDCP will conclude an agreement with the entity pursuant to previous sentence, to which it will hand out the Pledge Register, one day before handing out the registry at latest.
- 29.2 The day of handing over the data from the Pledge Register shall be determined in the agreement specified in the section 29.1 of this Article, and it shall not be possible to change it.
- 29.3 In case a pledge, which data is being handed over, contains securities other than changed units of the unit trust, CDCP:
- a) shall hand over, in the manner pursuant to Section 29.1 of this Article, only the data on changed units of the unit trust and shall proceed pursuant to §12 of the Collective Investment Act,
  - b) in relation to a pledge concerning the securities other than changed units of the unit trust, CDCP shall proceed pursuant to ZOCP and these Rules of Operation when registering a change/termination of the pledge on such securities.
- 29.4 In case securities other than the changed units of the unit trust are added to the subject of the pledge, records of which has been handed over in the manner pursuant to Section 29.1 of this Article, CDCP shall proceed pursuant to ZOCP and these Rules of Operation when registering a change/termination of the pledge on such securities.
- 29.5 The records being handed over is the output of the particular service, which contains a selection of up-to-date information from the Pledge Register as of the date of the handover, i.e. the delivered records will comprise all data on pledges that were not cancelled as of the date of delivery and met the selection criteria, including any data on possible changes since the date of registration of the establishment of the given pledge. If in the Pledge Registry over securities does not occur any data concerning changed paper form units of the unit trust, CDCP does not have any knowledge of this fact in advance, until the particular service is performed, i.e. CDCP hands over the output of the particular service to the depository of the unit trust or administrator.
- 29.6 From the moment of performing the service, result of which is data pursuant to Section 29.5 of this Article, CDCP shall proceed, in relation to these pledges, in compliance with the wording of §12 of the Collective Investment Act.
- 29.7 Until the moment of performing the service, result of which is data pursuant to Section 29.5 of this Article, CDCP shall perform services related to the records being handed over in compliance with ZOCP and these Rules of Operation.
- 29.8 CDCP is entitled to create an archive copy of the data file being handed over, which it can use in the event that a unit trust depository requests for repeated performance of the service, result of which is data pursuant to Section 29.5 of this Article; the provision of this copy shall be deemed as a service of the Central Depository pursuant to the Rules of Operation. CDCP shall archive such copy for one calendar year, and is obliged to discard the copy after this period.

# TRANSFER OF SECURITIES AS COLLATERAL

## Article 30

### Transfers as collateral of securities pursuant to §53 of ZOCP (book-entry and paper-form securities)

- 30.1 The transfers as collateral of securities shall be registered by CDCP in a special registry of transfers as collateral.
- 30.2 The instruction to register the establishment/change/termination of transfer as collateral of book-entry securities in the special registry of transfers as collateral can be placed by the creditor, the debtor or the NBS. The client shall place the instruction for registration of establishment/change/termination of transfer as collateral for book-entry securities:
- a) to CDCP in writing or on a form if data on a book-entry security and its owner is registered in the owner's account in CDCP's registry,
  - b) to a member in writing or on a form if data on the owner is registered in the owner's account in the member's registry. After receiving the instruction to register the establishment/change/termination of transfer as collateral of book-entry securities, the member must forward this instruction, along with the relevant documents to be registered in the special registry, to CDCP without undue delay. The member is obliged to deliver the required documents to CDCP in written form and in person. The member is responsible for ensuring that the instruction has been submitted by an authorised person.
  - c) to a holder, if the data on securities is registered in the holder's registry. After receiving the instruction to register the establishment/change/termination of transfer as collateral of book-entry securities, the holder must forward this instruction, together with the relevant documents, to CDCP without undue delay to be registered in the special registry. The holder is obliged to deliver the required documents to CDCP in written form and in person. The holder is responsible for ensuring that the instruction has been submitted by an authorised person.
- 30.3 The instruction to register the establishment/change/termination of transfer as collateral of paper-form securities in the special registry can be submitted to CDCP by the client, i.e. the creditor, the debtor, or the NBS; in written form and in person at CDCP's registered office .
- 30.4 The form for placement of instructions to register the establishment/change/termination of transfer as collateral is available at CDCP's registered office and on its website.
- 30.5 If the debtor is an asset-management company, the instruction to register transfer as collateral in the special registry must be submitted by the depository of this company, or by the asset-management company itself, which shall in this case submit written consent of its depository.
- 30.6 The following must be enclosed with the instruction to register transfer as collateral in the special registry of transfers as collateral:
- a) written notice on content of an agreement on transfer of securities as collateral, which must include:
    - i) commercial name or title, registered office of a debtor if is a legal entity, or name, surname, permanent residence of the debtor in case of a natural person,



- ii) identification number or birth registration number of the debtor,
  - iii) identification of securities which is subject to transfer as collateral, including ISIN for book-entry security, or the type and form for paper-form security, identification number, commercial name or title and registered office of the issuer if is a legal entity, or name, surname and permanent residence of the issuer if is a natural person,
  - iv) commercial name or title and registered office of the creditor if is a legal entity, or name, surname, permanent residence of the creditor in case of a natural person,
  - v) identification number or birth registration number of the creditor, if was assigned,
  - vi) volume or value of securities and the nominal value of securities that are the subject of transfer as collateral,
  - vii) the value of the claim for which the transfer as collateral has been established, or the highest value of the principal for which the claim is secured, maturity period and the nominal value of secured claim,
  - viii) the date when the agreement on transfer of securities as collateral has been concluded,
  - ix) declaration from the debtor and creditor that on the day when the instruction for registration of the transfer as collateral is placed, the agreement on transfer of securities as collateral, replaced by this written declaration, is valid and effective
  - x) signature of debtor and creditor; signature of the debtor must be officially verified.
- b) documents evidencing the debtor's and the creditor's existence and course of action in compliance with the legal regulations in effect, and documents proving the debtor's and the creditor's identity and eligibility,
- c) the consent of the issuer to pledge the security, if transferability of the security is restricted and CDCP has agreed in the agreement with issuer to check the consent of the issuer to transfer the security, if transferability of the security is restricted.

30.7 The instruction to register transfer as collateral in the special registry shall contain:

- a) information on the transferor – the debtor:
  - i) commercial name, registered office and identification number for a legal entity,
  - ii) name, surname, permanent residence and birth registration number for a natural person,
- b) information on the transferee - the creditor:
  - i) commercial name, registered office and identification number for legal entity,
  - ii) name, surname, permanent residence and birth registration number for a natural person,
- c) identification of securities including the type of security, commercial name or title and registered office of the issuer if it is a legal entity, or name, surname and permanent residence of the issuer if it is a natural person,
- d) ISIN and volume or value of securities that are the subject of transfer as collateral,
- e) indication that instruction concerns a transfer as collateral,
- f) the value of the claim for which the transfer as collateral has been established, and maturity period of the claim,
- g) in case of book-entry securities: the commercial name and registered office of CDCP/member with whom the transferor and the transferee have opened the owner's account,
- h) if the client (the transferor or the transferee) is being represented by a securities dealer/foreign securities dealer, the instruction must contain commercial name,

registered office and identification number of that securities dealer, or the commercial name and registered office of the foreign securities dealer, the registration number of the securities dealer/foreign securities dealer assigned by CDCP pursuant to Article 3 of Part I. of the Rules of Operation and the registration number pursuant to §73 Section 4 of ZOCP,

- i) the transferor's and transferee's registration number assigned by CDCP or by a member pursuant to Article 3, section 3, letter c) of Part I. of the Rules of Operation,
  - j) the date of placement of the instruction to register the transfer as collateral,
  - k) numeric code of the service, assigned by CDCP,
  - l) if the instruction shall be placed in electronic form, further information stipulated by CDCP in compliance with the technical specification to the IS CDCP.
- 30.8 Securities that are already pledged can't be subject to transfer as collateral.
- 30.9 In case of book-entry securities, immediately after registration of transfer as collateral in the special registry of transfers as collateral, the creditor and the debtor must place an instruction to register transfer of securities that are subject to the transfer as collateral, in compliance with the relevant provisions of the Rules of Operation.
- 30.10 If a transfer as collateral refers to paper-form registered shares, immediately after the change in person of the shareholder has been demonstrated, the issuer is obliged to ensure that the corresponding entry is changed on the list of shareholders of registered paper-form securities.

### **Article 31**

#### **Change and termination of transfer of securities as collateral pursuant to §53 of ZOCP**

- 31.1 The instruction for change or termination of transfer as collateral is submitted to CDCP/member/holder by clients, with enclosed original or officially verified copy of a document evidencing the change or termination of transfer as collateral. CDCP will register termination of transfer as collateral of right to this security without instruction in case the security was cancelled and deleted from the Registry established pursuant to §10, section 4, letter (a) of ZOCP.
- 31.2 The instruction for a change or termination of transfer as collateral must contain appropriate data specified in Section 30.7 of Article 30 of this part of the Rules of Operation.
- 31.3 An instruction to register a change/termination of transfer as collateral over book-entry securities can be submitted by the client, which is a creditor, a debtor, the NBS (in cases stipulated by ZOCP). The client shall place the instruction for registration of change/termination of transfer as collateral for book-entry securities:
- a) To CDCP if the data on the book-entry security and its owner is registered in an owner's account in CDCP's registry,
    - i) the creditor or debtor in person, in written form or on a form,
    - ii) the NBS in electronic form,
  - b) To a member if the data on the owner is registered in an owner's account in the member's registry. After receiving the instruction to register a change/termination of transfer as collateral over book-entry securities, the member must, without undue delay, personally deliver this instruction along with the relevant documents to CDCP

in written form, so that it can be registered in the special registry of collateral transfers.

- c) To a holder if the data on the owner is registered in an account in the holder's registry. After receiving the instruction to register a change/termination of transfer as collateral over book-entry securities, the holder must, without undue delay, personally deliver this instruction along with the relevant documents to CDCP in written form, so that it can be registered in the special registry of collateral transfers.
- 31.4 A precondition for registration of a change can be primarily the change of data on:
- a) the transferee,
  - b) the transferor,
  - c) the value of secured claim and the currency in which it is denominated,
  - d) the maturity period of the secured claim,
  - e) the volume or value of securities.
- 31.5 A precondition for registration of termination of a transfer as collateral can be primarily:
- a) cessation of secured claim (i.e. due to proper and timely fulfilment),
  - b) termination of the securities that were subject to the transfer as collateral,
  - c) the waiver of the transfer as collateral over securities by the transferee (creditor),
  - d) expiry of a period for which the transfer as collateral has been registered,
  - e) execution of the transfer as collateral regardless to extent to which the creditor has been satisfied.
- 31.6 The provisions on change and termination of transfer as collateral pursuant to this Article shall not apply to the change and termination of a transfer as collateral the registration of which has been handed over in compliance with §12 of the Collective Investment Act.

## **Article 32**

### **Establishment/change/termination of transfer of securities as collateral pursuant to §53c) of ZOCP**

- 32.1 If the contractual parties are persons stipulated in §53a) Section 1 of ZOCP, neither the written form of the agreement nor the registration in the special registry of transfers as collateral of securities are required.
- 32.2 The establishment/change/termination of a transfer as collateral over book-entry securities shall be registered by CDCP/a member in the owner's account.
- 32.3 If book-entry securities are subject to transfer as collateral, an agreement or written notice on the content of the agreement on transfer as collateral of securities, bearing the creditor's and debtor's signatures (which need not be officially verified) must be enclosed to an instruction to register the transfer as collateral.
- 32.4 The written notice on the content of the agreement on transfer of securities as collateral must contain information pursuant the article 30, section 30.6, letter (a) of this part of the Rules of Operation.
- 32.5 Other provisions of Article 30 and Article 31 of this Part of the Rules of Operation shall apply appropriately to establishment/change/termination of a transfer as collateral pursuant § 53c of ZOCP.

### **Article 33**

#### **Provision of data from the special registry of transfers of securities as collateral pursuant to §53 of ZOCP**

- 33.1 CDCP shall issue an excerpt from the special registry of transfers as collateral based on a request of a legal entity or natural person; such request must be submitted in writing or on a form, in person at CDCP's registered office, or by post to the address of CDCP's registered office.
- 33.2 The form for request for an excerpt from the special registry is available at CDCP's registered office and on its website.
- 33.3 The excerpt from the special registry contains the following information:
- a) commercial name or title and registered office of the debtor if it is a legal entity, or the debtor's name, surname and permanent residence if it is a natural person,
  - b) identification of the security, including ISIN form book-entry securities, or the type and form of paper-form security, the issuer's identification number, commercial name or title and registered office if it is a legal entity, or the issuer's name, surname and permanent residence if it is a natural person,
  - c) the volume or value of securities,
  - d) the date of registration of the transfer as collateral in the special registry of transfers as collateral.
- 33.4 The request must include the required extent of the excerpt from the special registry, specifying type of information pursuant to the Section 33.3 of this Article or their combination. The excerpt from the special registry shall contain information in the extent specified by the request.
- 33.5 CDCP shall issue a full excerpt from the special registry of transfers as collateral (comprising all excerpts from the special registry of transfers as collateral) based on a written request and in compliance with an agreement concluded with CDCP.
- 33.6 The provisions of this Article shall not apply to the transfers as collateral pursuant to §53c) of ZOCP.

### **Article 34**

#### **Handing over data from the special registry of transfers of securities as collateral**

- 34.1 CDCP shall hand over, to a unit trust depository or to asset-management company, the register of transfers as collateral from the special registry of transfers as collateral in the part related to changed units of the unit trust in paper form pursuant to §12 of the Collective Investment Act and subsequently concluded agreement. CDCP will conclude an agreement with the entity pursuant to previous sentence, to which it will hand out the special registry of transfers as collateral, one day before handing out the registry at latest.
- 34.2 The day of handing over the data from CDCP's special registry shall be determined in the agreement specified in the section 34.1 of this Article, and it shall not be possible to change it.
- 34.3 In case a transfer as collateral, the register of which is being handed over, contains securities other than units of the unit trust that are being changed, CDCP:

- a) shall hand over, in the manner pursuant to Section 34.1 of this Article, only the data on changed units of the unit trust and shall proceed pursuant to §12 of the Collective Investment Act,
  - b) in relation to the transfer as collateral concerning securities other than changed units of the unit trust, CDCP shall proceed pursuant to ZOCP and these Rules of Operation when it registers the change/termination of the transfer as collateral concerning such securities.
- 34.4 In case securities other than changed units of the unit trust, register of which has been handed over in the manner pursuant to Section 34.1 of this Article, are added to the transfer as collateral, CDCP shall proceed pursuant to ZOCP and these Rules of Operation when it registers a change/termination of the transfer as collateral referring to such securities.
- 34.5 The register being handed over is the output of the service, which contains a selection of up-to-date information from the special registry of transfers as collateral as of the date of handover, i.e. the handover will comprise all data on transfers as collateral that were not cancelled as of the date of handover and met the selection criteria, including any data on possible changes from the registration date of a given transfer as collateral. If in special registry of securities transfers as collateral do not occur any data concerning changed paper form units, CDCP does not have any knowledge of this fact in advance, unless the particular service is performed, i.e. CDCP hands over the output of the particular service to the depository of unit trust or asset-management company.
- 34.6 From the moment of performing the service, output of which is the registry pursuant to Section 34.5 of this Article, CDCP shall proceed, in relation to these transfers as collateral, in compliance with the wording of §12 of the Collective Investment Act.
- 34.7 Until the moment of performing the service output of which is the registry pursuant to Section 34.5 of this Article, CDCP shall perform services related to the register being handed over in compliance with ZOCP and these Rules of Operation.
- 34.8 CDCP is entitled to create an archive copy of the data file being handed over, which it is authorised to use in the event that a unit trust depository requests for repeated performance of the service output of which is the registry pursuant to Section 34.5 of this Article; the provision of this copy shall be deemed as a service of the Central Depository pursuant to the Rules of Operation. CDCP shall archive such copy for one calendar year, and is obliged to discard it once this period expires.

# **SPECIAL PROVISIONS TO AUTO-COLLATERALIZATION**

## **Article 35**

### **Reservation of the securities**

- 35.1 The reservation of the securities for auto-collateralization refers to a restriction flag registered on the securities that can be used in the auto-collateralization process under conditions defined in part VI. of the Rules of Operation.
- 35.2 The participant may reserve the securities for the auto-collateralization only in case no SDR, pledge, or transfer as collateral is registered on these securities (with the exception of SDR for entire issue).
- 35.3 Provisions of article 13 and 14 of this part of the Rules of Operation shall apply accordingly to the reservation of the securities for the auto-collateralization and cancellation of the reservation of the securities.
- 35.4 Should a person other than account owner submits an instruction to CDCP for registration of SDR to the securities being already reserved for the auto-collateralization, CDCP shall have right to cancel the reservation of the securities to settle the required SDR registration.
- 35.5 CDCP shall immediately inform the account owner about cancellation of the reservation of the securities according to subsection 35.4 of this article.

# **PART VI. RULES OF THE SETTLEMENT SYSTEM**

## **Article 1**

### **Introductory provisions**

- 1.1 This part of the Rules of Operation deals in particular with the settlement of the stock exchange and over-the-counter (OTC) trades and transactions in the financial instruments, liability performance deadlines resulting from the stock exchange and OTC trades and transactions with financial instruments, determination of time schedule of the settlement of trades and transactions with financial instruments including determination of the moment of entering of the settlement instruction to the settlement system, and the moment of irrevocability of the settlement instruction, and rights and obligations of the participants in the settlement system.
- 1.2 Operation of the settlement system is governed by the laws of the Slovak Republic. The laws of the Slovak Republic govern also all rights and obligations of CDCP as operator of the settlement system, all rights and obligations of the participants and other market infrastructures in connection with their access to the settlement system, unless defined in these Rules of Operation or ZOCP otherwise, or unless an agreement by which CDCP is bound in connection with provision of the settlement services via the T2S platform specifies otherwise.
- 1.3 Referring to §107a of ZOCP, the laws of the Slovak Republic govern all rights and obligations of CDCP or a participant of the settlement system in connection with his participation in the settlement system including rights of other persons for the guarantees granted in their favour by a participant in the settlement system in connection with his participation in the settlement system; this also applies when bankruptcy over the assets of CDCP or participant of the settlement system or permitted restructuring thereof were declared, or if payments to CDCP or the participant of the settlement system were suspended, or if the bankruptcy was suspended or cancelled for insufficiency of assets of CDCP or of participant in the settlement system.
- 1.4 In rendering of the settlement services through the T2S platform, CDCP is governed by applicable provisions of the Collective Agreement concluded by and among the European Central Bank, national central banks, and central depositories in connection with the use of the T2S platform as a single settlement infrastructure (hereinafter referred to as “collective agreement”). The central depository is bound by the collective agreement according to these provisions and T2S documentation that form a part of said collective agreement. The legal relations arranged in the collective agreement shall be governed by the laws that apply on these legal relations. The participants and other market infrastructures with access to the settlement system granted shall comply with the procedures defined in the T2S documentation in their involved area in connection with the use of the settlement services.

## **Article 2**

### **General characteristics of the settlement services**

- 2.1 The subject of the settlement of trades and transactions are the financial instruments CDCP registers in the issuer registries or special registry of the book-entry securities.
- 2.2 The settlement services provided in the settlement system include:

- a) placing of the settlement instructions,
  - b) matching of the settlement instructions,
  - c) settlement of the settlement instructions.
- 2.3 The settlement services according to section 2.2 paragraph b) of this article are performed:
- a) in T2S for instructions for cross-CSD and external settlement,
  - b) in CDCP system for instructions for internal settlement.
- 2.4 The settlement services according to section 2.2 paragraph c) of this article are performed:
- a) in T2S for the settlement instruction according to section 2.6 of this article,
  - b) in CDCP system for the settlement instruction according to section 2.7 of this article.
- 2.5 The instruction settlement takes place:
- a) in T2S via the participant's accounts, aggregated technical account of CDCP, and with the use of other technical accounts opened by CDCP in T2S,
  - b) in the CDCP's system via the accounts created in the member's records and/or CDCP's records provided that the instruction should be settled in T2S in the sense of this part of the Rules of Operation.
- 2.6 T2S is used for settlement of:
- a) all instruction with cash settlement in T2S settlement currencies,
  - b) all settlement instructions without payment of which security leg of the settlement should be made through transfer of financial instruments between the accounts of the participants or between the account of the participant and the aggregated technical account or other technical CDCP account,
  - c) all instructions for cross-CSD and external settlement,
- 2.7 The CDCP system settles all settlement instructions without payment of which security leg of the settlement do not need to be made through transfer of financial instruments between the accounts of the participants or between the account of the participant and the summary technical account of CDCP.
- 2.8 The settlement of the instruction according to section 2.6 of this article is finished and irrevocable upon its settlement in T2S. Processing of the corresponding transfer of the financial instruments between the accounts opened in the member's registry and/or CDCP's registry shall be regarded only as finishing of the settlement of the instruction settled in T2S. The finishing of the settlement is provided through a fully automatic process of the CDCP system, and follows immediately after receipt of the confirmation of the settlement of the instruction from T2S.
- 2.9 The settlement of the instruction according to section 2.7 of this article is finished and irrevocable upon its settlement in the CDCP system.
- 2.10 Referring to the settlement of the instruction for cross-CSD settlement, CDCP shall automatically submit the re-grouping instructions to transfer the financial instruments from the underlying instruction to the cross-CSD settlement:
- a) from the participant's account or CDCP aggregated technical account to the participant's account - investor depository, or
  - b) to account of the participant or CDCP aggregated technical account from the CDCP aggregated technical account created in T2S,



- c) between accounts of the participants – involved investor central depositories opened in CDCP if the instructions for the cross-CSD settlement were submitted by the participants of these involved investor central depositories.
- 2.11 The external settlement in the sense of this part of the Rules of Operation refers only to the settlement processed via an aggregated account opened by CDCP as the investor depository in a non-participating issuer central depository.
- 2.12 Unless specified in this part of the Rules of Operation otherwise, the procedures related to the internal settlement shall apply for the settlement processed on an account of the non-participating investor central depository opened in CDCP.
- 2.13 The provisions of section 2.6 of this article apply also on the settlement of the instructions in the primary subscription, registration, or deletion of the securities.
- 2.14 Backward recalculation of mutual cash liabilities and receivables of the settlement system’s participants is prohibited in the sense of § 107a of ZOCP.
- 2.15 To a certain extent, the participant may be exposed to system, operation, and credit risks and the liquidity risks.
- 2.16 The elementary instrument for the credit risk management of the counterpart transactions settled in the settlement system is the principle of delivery against payment, which CDCP guarantees in case of settlement of the instructions against payment and irrevocability of the settlement.
- 2.17 CDCP provides the participants of the settlement system with the tools for monitoring of their liabilities and receivables resulting from settlement of their instructions via:
  - a) automatic processing of the instructions and automatic notification of any change to the processing status, and settlement of the instruction,
  - a) notification of their financial liabilities and receivables resulting from the settlement, wherein this information is available for payment banks as well in conformity with this part of the Rules of Operation.

### **Article 3**

#### **Conditions for commencement of participation in the settlement system**

- 3.1 A participant of the settlement system may only be an entity with the access granted in conformity with the Rules of Operation.
- 3.2 Upon instruction of an authorized person, CDCP may submit the instructions for settlement without payment, of which security leg of the settlement should be processed by transfer of the financial instruments from an account or to an account opened in the CDCP registry.

### **Article 4**

#### **Rights and obligations of the participants of the settlement system**

- 4.1 The participant of the settlement system shall have right to use the settlement system services to the extent and under the conditions in the Rules of Operation and in the sense of the T2S documentation.
- 4.2 The participant of the settlement system shall:
  - a) perform all actions of the participant for successful settlement of the instructions in the intended settlement date,

- b) perform all actions of the participant in conformity with the schedule of operation day and schedule of the settlement,
- c) should the participant provide and/or realize the settlement of the instructions with cash settlement, CDCP shall be informed through relevant forms according to article 8 of this part of the Rules of Operation about the dedicated cash account for the settlement of these instructions and any change thereto at least five operation days prior to the change with indication of effective date of the change,
- d) referring to use of the auto-collateralization, inform CDCP through relevant forms according to article 8 of this part of the Rules of Operation about the securities account for the auto-collateralization, and any change thereto at least five operation days prior to the change with indication of effective date of the change.

## **Article 5**

### **Rights and obligations of other market infrastructure**

- 5.1 The other market infrastructure shall have right to use the settlement system services to the extent and under conditions in the Rules of Operation and in the sense of the T2S documentation.
- 5.2 The other market infrastructure shall perform all actions in conformity with the schedule of operation day and schedule of the settlement.

## **Article 6**

### **Rights and obligations of CDCP**

- 6.1 CDCP shall have right to:
  - a) either reject or suspend or cancel a settlement instruction in the sense of the conditions specified in this part of the Rules of Operation or in the T2S documentation,
  - b) suspend settlement of a instruction on its behalf in case of a non-standard situation, wherein the involved participants shall be informed without undue delay about the suspension,
  - c) change the schedule of the operation day and/or the settlement schedule, wherein all participants and the other market infrastructures authorized to submit the instructions to the settlement system shall be informed thereof without undue delay,
  - d) change the type of the settlement instruction and/or contents thereof to the extent absolutely necessary in conformity with this part of the Rules of Operation and/or T2S documentation in order to settle the instruction submitted by the participant or other market infrastructure to the CDCP system in T2S.
- 6.2 CDCP shall:
  - a) provide all actions needed for successful settlement in conformity with the schedule of the operation day and/or the settlement schedule,
  - b) make available information to the participants and the other market infrastructure about status of processing of their instructions.

## **Article 7**

### **Special provisions in case of the participant default**

- 7.1 Should participant default be confirmed according to article 16, section 16.4 of part II. of the Rules of Operation, CDCP shall on that operation day proceed in conformity with

article 10 of this part of the Rules of Operation with reference to the settlement instructions in which this participant is at least one party thereof as follows:

- a) in the end of the operation day, suspend on its name the unsettled instruction, which became irrevocable before the moment of the participant default confirmation, and the instruction has the intended settlement date identical to current operation day,
  - b) in the end of the operation day, suspend on its name the instruction, which became irrevocable before the moment of the participant default confirmation, and the instruction has the intended settlement date later than the current operation day,
  - c) cancel the instruction, which entered the settlement system before confirmation of the participant default, and it did not become irrevocable at moment of the participant default confirmation.
- 7.2 In conformity with section 7.1 of this article, CDCP shall also reject the settlement instructions the participant is not authorized to submit in conformity with the suspended access to the services according to article 13 of part II. of the Rules of Operation.
- 7.3 Should participant default be confirmed, CDCP shall apply the sanction according to article 12, section 12.1, paragraphs c) to e) of part II. of the Rules of Operation.

## **Article 8**

### **Payment bank**

- 8.1 The participant in the settlement system acting as a payment bank shall prior to pursuing the realization of the cash leg of the settlement of own instructions shall, based on a form, request configuration of the link between its dedicated cash account and:
- a) its owner's account and/or client's account and/or holder's account,
  - b) owner's account and/or holder's account of other participant of the settlement system against which the participant is authorized to submit instructions for settlement based on special contractual arrangements with CDCP as the authorized participant,
  - c) CDCP aggregated technical account and/or other CDCP technical account for pursuing the CDCP services.
- 8.2 The participant in the settlement system acting as a payment bank shall prior to pursuing the realization of the cash leg of the settlement for other participant of the settlement system based on a form request configuration of the link between its dedicated cash account and:
- a) owner's account and/or client's account and/or holder's account of that other participant in the settlement system,
  - b) owner's account and/or holder's account of other participant in the settlement system against which the other participant is authorized to submit instructions for settlement based on special contractual arrangements with CDCP as the authorized participant,
  - c) CDCP aggregated technical account and/or other CDCP technical account for pursuing the CDCP services.
- 8.3 Setting up the links according to section 8.1 paragraph a) and b) and section 8.2 paragraph a) and b) of this article shall be done by CDCP in T2S to corresponding accounts of the participants in T2S.

- 8.4 By settings as described in section 8.2 of this article, CDCP shall make accessible via the CDCP service system to the participant of the settlement system acting as the payment bank information related to cash positions and forecasts of the required liquidity resulting from the instructions for settlement of other participant of the settlement system.
- 8.5 Using the forms according to section 8.1 and 8.2 of this article, the participant in the settlement system may request that the bank account number kept in the payment bank is stated in the cash position generated by the CDCP system.
- 8.6 Should the payment bank, which executes the cash leg of the settlement for the participant in the settlement system, not be the participant in the settlement system, the participant in the settlement system and his payment bank shall proceed according to section 8.2 of this article, wherein the provisions of section 8.4 of this article shall not be used, and notification of cash positions and forecasts of the required liquidity shall be governed by mutually agreed procedure between the participant in the settlement system and his payment bank. The participant is obliged to ensure that procedure according to this article is observed also in relation to the procedure of his payment bank.
- 8.7 The payment bank agrees to pursue crediting of the cash funds to the cash account of the participant in the settlement system without undue delay following the instruction is settled but not later than the end of the operation day in the sense of the operation day schedule when the instruction was settled.
- 8.8 The services in collecting of information related to the dedicated cash account directly from T2S and liquidity management on the dedicated cash account in T2S are not provided under the CDCP system services. The payment bank renders these services directly in T2S or via a payment system in the sense of the T2S documentation and the payment system and decision or resolution of the central bank that opened the dedicated cash account.
- 8.9 The payment bank shall have right to change or cancel the setup according to section 8.1 of this article and/or change or cancel consent according to section 8.1 of this article only if it, as the participant in the settlement system or participant for which it executes the cash leg of the settlement, has fulfilled its obligations resulting from the instructions with cash settlement.

## **Article 9**

### **The settlement instruction and its essentials**

- 9.1 Considering the place of opening of the accounts specified in the settlement instructions, the latter are classified into:
- a) internal settlement instructions,
  - b) cross-CSD settlement instructions,
  - c) external settlement instructions.
- 9.2 Considering the type of the settlement, the instructions for settlement are classified into:
- a) instruction for settlement against payment, i.e. instruction for transfer of financial instruments against transfer of cash funds,

- b) instruction for settlement without payment, i.e. instruction for transfer of financial instruments without transfer of cash funds,
  - c) instruction for settlement with payment, i.e. instruction for transfer of financial instruments with transfer of cash funds,
  - d) instruction for settlement of payment without transfer of financial instruments, i.e. instruction for transfer of cash funds without transfer of financial instruments.
- 9.3 Considering the matching status, the settlement instructions are classified into:
- a) unmatched settlement instruction, i.e. the settlement instruction to be matched in the settlement system,
  - b) matched settlement instruction, i.e. the settlement instruction submitted to the settlement system as matched.
- 9.4 The matched settlement instructions may be submitted to the settlement system only by:
- a) other market infrastructure;
  - b) a participant in the settlement system in case the instruction according to section 9.2 paragraph a) to d) of this article should be settled between accounts being opened in the registry of that member, or the instruction according to section 9.2 paragraph b) of this article should be settled between the account being opened in the registry of this member and an account opened for the participant in the CDCP registry, or account for which is he authorized based on the special contractual arrangements with CDCP to submit the settlement instructions as the authorized participant or authorized member.
- 9.5 An instruction for settlement being submitted as matched is automatically divided to corresponding instructions for each transaction side after it enters the settlement system, and these are subsequently sent to the participants specified in the settlement instruction.
- 9.6 All instructions for cross-CSD and external settlements should be submitted to the settlement system as unmatched unless this part of the Rules of Operation specifies otherwise.
- 9.7 The instruction for settlement should contain:
- a) direction of transfer of the financial instruments,
  - b) payment code,
  - c) place of trade and type of trade in case a settlement instruction is submitted by a trading venue,
  - d) trade date,
  - e) intended settlement date,
  - f) matching status,
  - g) ISIN of the financial instrument,
  - h) volume of financial instruments,
  - i) BIC of the central depository on the side of the transferee and transferor,
  - j) BIC of the participant on the side of the transferee and transferor,
  - k) account number of the transferee and account number of the transferor according to the rules in section 9.12 of this article,
  - l) type of transaction,
  - m) cash value for settlement in case of the instruction with cash settlement,
  - n) cash value settlement currency in case of the instruction with cash settlement,
  - o) code of debit or credit transaction on cash account in case of the instruction with cash settlement.

- 9.8 The instruction for settlement may contain:
- a) number of dedicated cash account of the transferee and/or transferor,
  - b) joint trade identification,
  - c) „Hold“ flag for the settlement instruction,
  - d) information about linking of the settlement instructions,
  - e) trade transaction code,
  - f) settlement transaction code,
  - g) permit for change and/or cancellation of the settlement instructions in case of an instruction submitted by other market infrastructure,
  - h) information about other entities involved in the settlement,
  - i) a code defining the reservation of the financial instruments for the auto-collateralization under conditions according to section 9.18 of this article,
  - j) other details according to technical specification for the IS CDCP or T2S documentation.
- 9.9 The payment code specifies the type of the settlement of the instruction depending on entered information on direction of transfer of the financial instruments, volume of the financial instruments, and code of the debit and credit transaction on the dedicated cash account.
- 9.10 Intended settlement date is the day on which the instruction to be settled. If the intended settlement date specified in the settlement instruction already passed, the instruction – provided that the conditions stipulated herein have been met – shall be settled on the day of its entry to the settlement system.
- 9.11 The information about the central depository on the transferor or transferee side defines classification of the instruction according to section 9.1 of this article, depending on other configuration of the settlement system.
- 9.12 Specification of the account numbers of the transferor and transferee is required only for submission of matched settlement instruction. Should unmatched instruction be submitted, counterpart account number is optional.
- 9.13 The number of the dedicated cash account defines, provided that the conditions according to article 8 of this part of the Rules of Operation have been met, what cash account shall be debited or credited in the cash leg of the settlement. Provided that this information is not specified in the instruction, pre-set dedicated cash account shall be used for performing the cash leg of the settlement.
- 9.14 By indication of value in the trade transaction code the participant or other market infrastructure defines whether the subject of the settlement is a trade with or without a claim for proceeds.
- 9.15 By indication of value in the trade transaction code the participant or other market infrastructure instructs CDCP not to apply potential automated processing and settlement of the market claims or transformation processing in the settlement of the instruction.
- 9.16 By indication of value in the trade transaction code the participant or other market infrastructure defines that termination of acceptance of the cash settlement instructions does not apply to the settlement of the instruction, but termination of acceptance of the cash settlement instructions under mutually agreed operations of the Treasury administration in the sense of the settlement schedule.

- 9.17 Should the other market infrastructure not to mention the flag for authorization of change to and/or cancellation of the settlement instructions, the CDCP shall automatically set this flag to “no” value.
- 9.18 By indication of the code, which defines the reservation of the financial instruments for the auto-collateralization, the participant or other market infrastructure instructs that the financial instruments should be automatically reserved for the auto-collateralization on the transferee’s account after execution of the security leg of the settlement. The code may not be specified in the settlement instruction on the transferor’s side.
- 9.19 The participant or other market infrastructure define identification data of other entities involved in the settlement of the instruction on the side of said participant in the information about other entities involved in the settlement.

## **Article 10**

### **Moment of entry and irrevocability of the settlement instruction**

- 10.1 The moment of entry of the settlement instruction to the settlement system is:
- a) referring to the instruction according to article 2 section 2.6 of this part of the Rules of Operation, the moment of successful validation and acceptance in T2S,
  - b) referring to the instruction according to article 2 section 2.7 of this part of the Rules of Operation, the moment of successful validation and acceptance in the CDCP system.
- 10.2 The moment of irrevocability of the settlement instruction is:
- a) referring to the instruction according to article 2 section 2.6 of this part of the Rules of Operation the moment when the instruction was matched in T2S or “matched” status was assigned to the instruction in T2S,
  - b) referring to the instruction according to article 2 section 2.7 of this part of the Rules of Operation the moment when the instruction was matched in the CDCP system or “matched” status was assigned to the instruction in the CDCP system.

## **Article 11**

### **Deadlines for settlement**

- 11.1 The deadline for settlement:
- a) in case of exchange anonymous stock exchange trades with the financial instruments the other day following the making of the trade on the stock exchange,
  - b) in case of stock exchange trades with the financial instruments, with the exception of the trades according to paragraph a) of this section, defined in the sense of the stock exchange rules.
- 11.2 The deadline for settlement of the OTC trades made in the system of a trading venue other than the stock exchange is defined in the sense of rules of said trading venue.
- 11.3 The deadline for settlement of the OTC trades made outside the system of a trading venue is stipulated by mutual agreement of the parties in trade.

## **Article 12**

### **Matching**

- 12.1 The matching services are rendered in the settlement system by fully automated process occurring in real time during which are compared mandatory, additional, and optional

matching fields in unmatched settlement instructions under single transaction to obtain the consent of the counterparts with data in the instruction.

- 12.2 The mandatory matching fields are those to be filled in identically in both instructions with the exception of:
  - a) codes for direction of the securities and codes for debit or credit transaction on the financial account with inverse values;
  - b) fields for financial value for the settlement where tolerance and rules according to article 13 of this part of the Rules of Operation is applied for the deviations in the entered value.
- 12.3 In case of multiple instructions to be matched, CDCP shall match those instructions that result in smaller difference in the cash volume for the settlement.
- 12.4 Should there be multiple potentially matched instructions of identical cash volume for the settlement, CDCP shall match those with closer date and time of entry to the settlement system.
- 12.5 If CDCP matched the instruction with different cash volume for the settlement, the value for the cash settlement mentioned in the transferor's instruction is used for matching and subsequent settlement of the instruction.
- 12.6 Required matching fields include:
  - a) payment code,
  - b) direction of transfer of the financial instruments,
  - c) ISIN,
  - d) trade date,
  - e) intended settlement date,
  - f) volume of financial instruments,
  - g) BIC of the participant on the side of the transferor,
  - h) BIC of the participant on the side of the transferee,
  - i) BIC of the central depository on the side of the transferor,
  - j) BIC of the central depository on the side of the transferee,
  - k) cash value settlement currency,
  - l) value for cash settlement,
  - m) code of debit or credit entry on a cash account.
- 12.7 The matching fields according to section 12.6 paragraph a) to j) of this article are mandatory for all types of the instructions. The matching fields according to section 12.6 paragraph k) to m) of this article are mandatory only for the cash settlement instructions.
- 12.8 Additional matching fields refer to the fields to be filled in optionally, but when one side fills in these fields they become mandatory for the counterparty, and must be entered in identically.
- 12.9 Additional matching fields include:
  - a) a code for exclusion of the instruction from settlement of the market claims and transformations,
  - b) a code for a trade with or without claim for proceeds,
  - c) reference number of the transfer as collateral or pledge,
  - d) type of transaction,
  - e) volume and identification of the securities in the co-ownership and identification of the securities.



- 12.10 The matching fields according to section 12.9 paragraph c) to e) of this article shall apply to matching in the CDCP system only. For matching in T2S these fields are not regarded as additional matching fields.
- 12.11 The optional matching fields refer to the fields that become mandatory matching field after filling in by both parties in the transaction, and must be filled in identically. If only one party fills in the field, they are successfully matched also with the field not filled in the counterparty's instruction.
- 12.12 Optional matching fields include:
- a) joint trade identification,
  - b) client of the participant on the side of the transferor,
  - c) client of the participant on the side of the transferee,
  - d) account of the transferor,
  - e) account of the transferee.
- 12.13 Should the settlement instruction not be matched, CDCP shall inform the counterparty identified in this instruction in the sense of the rules according to article 14 of this part of the Rules of Operation about fact that unmatched settlement instruction was submitted against it.

### **Article 13**

#### **Matching tolerance**

- 13.1 The matching tolerance for deviations in the mandatory matching field for identification of value for cash settlement in EUR currency is defined at two levels:
- a) for the value of the financial settlement to and including EUR 100,000.00, the tolerance is EUR 2.00,
  - b) for the value of the financial settlement over EUR 100,000, the tolerance is EUR 25.00.

### **Article 14**

#### **Notification on missing settlement instruction**

- 14.1 The notification on missing settlement instruction contains information from the submitted settlement instruction and CDCP sends it to the counterparty in order to support the matching of the instructions in time.
- 14.2 The notification about missing instruction is sent to the counterparty in two periods, wherein it is sent at the moment which occurs first:
- a) standard period,
  - b) period before termination time of accepting of the settlement instructions without payment.
- 14.3 Referring to the standard period, CDCP shall send the notification about missing settlement instruction to the counterparty one hour after first unsuccessful matching attempt regardless the intended settlement date in the settlement instruction.
- 14.4 Referring to the period before termination time of accepting of the settlement instructions without payment, which has been defined as period of five hours before that time, CDCP shall send information to the counterparty immediately after the first

matching failure of the settlement instruction of which intended settlement date is identical to current operation day.

- 14.5 CDCP shall immediately inform the counterparty also about:
- a) removal of information about missing settlement instruction, provided that the informed counterparty submitted a corresponding settlement instruction, and matching was effected,
  - b) cancellation of the information about missing settlement instruction if the submitting party cancels the unmatched settlement instruction or the unmatched settlement instruction was cancelled by CDCP acting as operator of the settlement system.
- 14.6 Notification of the counterparty in case of failed matching of the instruction according to article 2 section 2.3 paragraph a) of this part of the Rules of Operation shall be made in compliance with the T2S documentation.

## **Article 15**

### **Change to the settlement instruction**

- 15.1 The participant or other market infrastructure may change the settlement instruction in the following details:
- a) hold or release flag for the settlement instruction,
  - b) information on linking of the settlement instructions.
- 15.2 The change to the settlement instruction according to section 15.1 paragraph b) of this article is impossible in case of linking of the settlement instructions according to article 19 section 19.4 and 19.6 of this part of the Rules of Operation.
- 15.3 Either rejected or cancelled or settled instruction may not be changed.
- 15.4 The instruction submitted by other market infrastructure may be changed by the participant according to section 15.1 of this article only if the other market infrastructure permitted the change in the instruction.
- 15.5 Should the other market infrastructure permit change to the settlement instruction, both participant and the other market infrastructure may effect such change.

## **Article 16**

### **Hold or release of the settlement instruction**

- 16.1 Referring to the settlement instruction, the participant or other market infrastructure may:
- a) submit it as „hold“,
  - b) put it on hold in case the instruction is not rejected or cancelled or settled.
- 16.2 By putting the settlement instruction on hold according to section 16.1 of this article the participant or the other market infrastructure instructs that CDCP must not settle the instruction in the settlement system unless it is released from hold status set by that entity.
- 16.3 Hold status of the settlement instruction according to section 16.1 of this article does not restrict or does not have impact on its matching, change, or cancellation.
- 16.4 Putting on hold and release of the settlement instruction on behalf of CDCP as operator of the settlement system is specified in article 18 of this part of the Rules of Operation.

- 16.5 The settlement instruction may also be put on hold by different entities authorized to set the hold status. Multiple hold status of the settlement instruction by the same entity is impossible.
- 16.6 The participant or other market infrastructure may release the settlement instruction in hold status if the same is not rejected or cancelled.
- 16.7 By releasing of the settlement instruction according to section 16.6 of this article the participant or the other market infrastructure instructs that CDCP have to settle the instruction in the settlement system, provided that the conditions stipulated in this part of the Rules of Operation have been complied with.
- 16.8 Suspension or release of the instruction according to article 15 section 15.4 of this part of the Rules of Operation is effected by the participant or the other market infrastructure as the same entity.

## **Article 17**

### **Cancellation of the settlement instruction**

- 17.1 The participant or other market infrastructure may cancel the settlement instruction only if the same is not rejected or settled.
- 17.2 The instruction submitted by other market infrastructure may be cancelled by the participant according to section 17.1 of this article only if the other market infrastructure permitted the change in the instruction.
- 17.3 Unilateral cancellation of the settlement instruction is possible only if the instruction is unmatched at the moment of execution of the instruction for cancellation.
- 17.4 From the moment of irrevocability according to article 10 of this part of the Rules of Operation, the settlement instruction may be cancelled only if approved by both transaction parties.
- 17.5 If after the moment of irrevocability according to article 10 of this part of the Rules of Operation, only one party of the transaction submits an instruction for cancellation of the settlement instruction, CDCP shall settle the settlement instruction, provided that the conditions defined in this part of the Rules of Operation have been met.
- 17.6 Bilateral cancellation of the settlement instruction is required also in case of an instruction being matched in the CDCP system and that became irrevocable according to article 10 section 10.2 paragraph a) of this part of the Rules of Operation.

## **Article 18**

### **Hold or release of the settlement instruction in the name of the depository**

- 18.1 This article relates to hold and release of the settlement instruction in the name of the depository being effected by CDCP as operator of the settlement system.
- 18.2 At the end of each operation day, CDCP shall put on hold each:
- a) unmatched and/or matched but not rejected or cancelled or unsettled instruction for internal settlement of which intended settlement date is older than or equal to date of current operation day,
  - b) unmatched but not rejected or not cancelled or not settled instruction for cross-CSD or external settlement regardless the intended settlement date.
- 18.3 The hold status in the name of CDCP is applied only upon transferor's instruction.
- 18.4 Following successful setting of hold to the instruction, the reservation flag, if allocated before, is cancelled on the linked financial instruments.

- 18.5 At the beginning of each operation day the instruction in hold status is released from hold on behalf of CDCP, provided that the reservation flag was allocated successfully to the financial instruments which are to be transferred.
- 18.6 In case the instruction on hold is also put on hold in the name of the participant or other market infrastructure, or the instruction had to be settled according to article 2 section 2.7 of this part of the Rules of Operation, the instruction is automatically released from the hold status in the name of CDCP at the beginning of each operation day without allocation of the reservation flag.
- 18.7 The instruction in hold status not released from the hold in the name of CDCP according to section 18.5 of this article shall be released by CDCP immediately after removal or cease of a reason preventing from its automatic release.
- 18.8 CDCP shall apply the hold status in the name of the depository also for the period of solving non-compliance or a problem which prevented to an instruction settled in T2S from automatic finishing of settlement in the CDCP's settlement system.

## **Article 19**

### **Linking of the settlement instructions**

- 19.1 The participant or the other market infrastructure may link the settlement instructions to define either the order and/or condition the settlement of the instruction by settling other instruction(s).
- 19.2 Linking of the settlement instructions according to section 19.1 of this article is possible only when the instructions have been submitted to the settlement system by identical participant or other market infrastructure.
- 19.3 The participant or other market infrastructure define linking of the settlement instructions using the codes:
  - a) "Before" when the instruction with this code should be settled before or together with one or more instructions, or a group of instructions which the instruction refers to,
  - b) "After" when the instruction with this code should be settled after or together with one or more instructions, or a group of instructions which the instruction refers to,
  - c) "Together" when the instruction with this code should be settled together and based on "all or nothing" principle with one or more instructions, or a group of instructions which the instruction refers to.
- 19.4 In addition to the codes according to section 19.3 of this article, the participant or the other market infrastructure may indicate linking of the settlement instructions also through naming a group of the settlement instructions and at the same time the number of the settlement instructions belonging to the named group in each of these instructions.
- 19.5 In the settlement system, the participant or the other market infrastructure may link only the settlement instructions.
- 19.6 Automated linking of the settlement instructions using "Together" code is used in the settlement system in case of:
  - a) instructions for re-grouping which are linked with underlying instructions for cross-CSD or external settlement,

- b) groups of automatically submitted instructions in the auto-collateralization in conformity with article 26 of this part of the Rules of Operation and T2S documentation.

## **Article 20**

### **General procedure for settlement of the instructions**

- 20.1 Settlement of the instructions include:
  - a) security leg being represented by transfer of financial instruments from the transferor's account to the transferee's account, and/or
  - b) cash leg being represented by transfer of cash funds between the dedicated cash accounts of the participants, provided that an instruction with cash settlement is the subject of the settlement.
- 20.2 The security and cash legs of the settlement are settled using a gross method.
- 20.3 The cash leg of the settlement is settled in the central bank money in T2S settlement currencies via the dedicated cash accounts of the payment banks in T2S. For procedure in transfer of cash funds, refer to article 22 of this part of the Rules of Operation.
- 20.4 In settlement of the settlement instructions against a payment, CDCP shall be responsible for concurrent transfer of the financial instruments against transfer of the corresponding value of the cash funds, or on the contrary, that neither financial instruments nor corresponding value of cash funds are transferred.
- 20.5 Partial settlement of the instruction under the security or cash leg of the settlement is impossible in the CDCP settlement system.
- 20.6 If it is not necessary to perform the security leg of an instruction with cash settlement by transfer of the financial instruments between accounts of the participant or between the account of the participant and CDCP aggregated account, CDCP shall settle in T2S as payment settlement instruction without transfer of the financial instruments, and the security leg of the settlement shall be effected in the CDCP system only.
- 20.7 The settlement instructions are processed in the CDCP system in the order as received in the settlement system, wherein at arranging the settlement order the method of settlement according to section 20.8 of this article and/or linking of the settlement instructions according to article 19 of this part of the Rules of Operation is reflected.
- 20.8 The settlement instructions are settled:
  - a) in a batch form in the "Night settlement" phase of the operation day where the participants or other market infrastructure are informed about result of the settlement in intervals defined in advance according to the T2S documentation,
  - b) in real time in the "Real time settlement" phase of the operation day where participants or other market infrastructure are informed about result of the settlement immediately after settlement of each instrument.
- 20.9 In the "Beginning of day" or "Night settlement" phases of day, should the instructions be settled in the "Night settlement" phase, or during the "Real time settlement" phase of day CDCP automatically checks eligibility of the settlement instruction and checks whether the financial instruments being transferred are in the transferor's account.
- 20.10 Under the check of eligibility for settlement according to section 20.9 of this article CDCP checks whether the following conditions are complied with:

- a) the settlement instruction is not in hold status according to article 16 and 18 of this part of the Rules of Operation,
  - b) time for termination of acceptance of the settlement instructions of that type in the sense of the settlement schedule did not expire,
  - c) linking of the instructions according to article 19 of this part of the Rules of Operation is not inconsistent,
  - d) no SDR related to the full issue is registered on the financial instruments that are to be transferred,
  - e) no other restriction registered or recorded by CDCP exists in conformity with ZOCP or other generally applicable regulations that make the settlement impossible.
- 20.11 If the financial instruments indicated for transfer are on the transferor's account and the conditions according to section 20.10 of this article have been met, CDCP shall assign the reservation flag to the financial instruments:
- a) for each instruction for internal settlement of which intended settlement date equals to or is lower than current operation day,
  - b) for each instruction for cross-CSD and external settlement on the operation day on which the instruction entered the settlement system regardless the intended settlement date.
- 20.12 The condition according to section 20.10 **Chyba! Nenašiel sa žiaden zdroj odkazov.** paragraph a) of this article shall not be checked in case of assignment of the reservation flag according to section 20.11 paragraph b).
- 20.13 The assigned reservation flag according to section 20.11 of this article is the assumption for:
- a) sending of the instruction according to article 2 section 2.6 of this part of the Rules of Operation for settlement to T2S,
  - b) settlement of the instruction according to article 2 section 2.7 of this part of the Rules of Operation in the CDCP system.
- 20.14 Based on hold of the settlement instruction according to article 16 of this part of the Rules of Operation CDCP shall cancel the reservation flag assigned according to section 20.11 paragraph a) of this article.
- 20.15 CDCP shall automatically move the instructions not settled in one of the phases of day according to section 20.8 of this article to the next phase of day or the next operation day according to article 30 of this part of the Rules of Operation.

## Article 21

### External settlement

- 21.1 This article deals with differences in the settlement of the instructions for external settlement.
- 21.2 For the external settlement, CDCP uses the conditional settlement and:
- a) holds the instruction for external settlement automatically on intended settlement date,
  - b) blocks the financial instruments on the participant's account on the transferor side on the intended date of the settlement instruction,

- c) referring to the instruction with cash settlement, blocks cash value for settlement on intended date on the dedicated cash account of the participant on the transferee side, or transfers the value to own dedicated cash account.
- 21.3 CDCP shall release the instruction from hold status for the external settlement according to section 21.2 paragraph a) of this article only in case of:
- a) settlement of the corresponding instruction in the non-participating issuer's central depository in conformity with the settlement schedule according to article 34 of this part of the Rules of Operation, and
  - b) concurrent successful blocking of the cash value for the settlement according to section 21.2 paragraph c) of this article, or successful transfer of the value to its dedicated cash account in conformity with the settlement schedule according to article 34 of this part of the Rules of Operation.
- 21.4 The cash leg of the instruction for the external settlement is effected via the CDCP dedicated cash account.
- 21.5 Under the settlement of the instruction for the external settlement CDCP submits the instructions needed for the settlement that include transfers of the financial instruments between CDCP technical accounts in T2S, crediting or debiting of securities from special registry of the securities, and potential instructions for payment without delivery between the dedicated cash accounts of the participants and the CDCP dedicated cash account.
- 21.6 Referring to settlement of the instruction according to section 21.3 paragraph a) of this article without compliance with the condition according to section 21.3 paragraph b) of this article, CDCP transfers financial instruments from its aggregated account to the transferor's account created in the non-participating issuer central depository.
- 21.7 In case of successful transfer of the cash funds to the CDCP dedicated cash account according to section 21.3 paragraph b) of this article without settlement of the instruction according to section 21.3 paragraph a) of this article, CDCP shall transfer the cash funds from its dedicated cash account to the dedicated cash account of the participant on the transferee's side.
- 21.8 CDCP shall submit an instruction for cancellation of the matched instruction for the external settlement on behalf of the counterparty in the non-participating issuer depository.
- 21.9 Setting of the instruction to hold status according to article 16 of this part of the Rules of Operation is not possible on the operation day that is identical or newer than the intended settlement date of the instruction for external settlement.
- 21.10 CDCP performing the activities according to section 21.2 of this article until settlement or cancellation of the instruction for external settlement.
- 21.11 CDCP shall settle the instruction for the external settlement:
- a) in conformity with the settlement schedule of the non-participating issuer central depository,

- b) only on operation day of the settlement system being identical to the operation day of the non-participating issuer central depository.

## **Article 22**

### **Procedure for transfer of cash funds**

- 22.1 The instruction with cash settlement sent by CDCP to T2S is the ground for transfer of cash funds under cash leg of the settlement.
- 22.2 The cash leg of the settlement is final upon settlement of the instruction with cash settlement.
- 22.3 The payment bank is responsible for transfer of the cash funds from the payment system to the dedicated cash account or from the dedicated cash account to the payment system.
- 22.4 In CDCP system, cash positions informing about amount of the cash liability or cash receivable resulting from settlement of the instruction are automatically generated for each settlement instructions covering the cash fund transfer.

## **Article 23**

### **Settlement of stock-exchange trades**

- 23.1 This article defines method and the conditions for settlement of the stock exchange trades concluded at BSSE.
- 23.2 An instruction for settlement of a stock exchange trade according to section 23.1 of this article is submitted by BSSE to the settlement system according to operation day schedule.
- 23.3 The instruction for settlement of a stock exchange trade contains identification of BSSE members who concluded the trade in information about other entities involved in the settlement according to article 12 section 12.2 paragraph b) and c).
- 23.4 CDCP divides the instruction for settlement of a stock exchange trade being submitted as matched automatically upon entry to the settlement system into corresponding instructions for each transaction side, and the instructions shall be sent via CDCP system to the participants listed in the settlement instruction according to article 9 section 9.7 paragraph j) of this part of the Rules of Operation.
- 23.5 The instructions sent by the participant according to section 23.4 of this article contain data from counterparty only in extent according to article 9 section 9.7 paragraph i) and j) of this part of the Rules of Operation.
- 23.6 An instruction for settlement of a stock exchange trade of which security leg settlement should be effected by transfer of the financial instruments between an account opened in the member's registry or CDCP registry and an account opened in the registry of NCDP member or NCDP registry shall be submitted by BSSE concurrently to the settlement systems of CDCP and NCDP as unmatched settlement instructions.
- 23.7 Data on the counterparty in NCDP are replaced in the settlement instructions submitted to CDCP settlement system according to subsection 23.6 of this article by identification and NCDP holder's account used to execute the settlement.
- 23.8 NCDP shall submit the unmatched instruction corresponding to the unmatched instruction submitted by BSSE to the NCDP settlement system after the financial



instruments or cash funds required for settlement of the instruction in the CDCP settlement system are ensured in the sense of its rules and procedures.

- 23.9 NCDP shall perform hold, release, change or cancellation of the settlement instruction according to section 23.8 of this article based on a corresponding BSSE action in its settlement system.
- 23.10 BSSE submits a matched instruction to the settlement system for external settlement of a stock exchange trade of which security leg of the settlement should be effected by transfer of the financial instruments:
- a) from the account of the transferor being opened in the non-participating issuer depository to the account of the transferee opened in the registry of a member or CDCP,
  - b) from the account of the transferor being opened in registry of a member or CDCP to the account of the transferee opened the non-participating issuer depository,
  - c) from the account of the transferor being opened in the non-participating issuer depository to the account of the transferee opened in non-participating issuer depository.
- 23.11 CDCP execute the security leg of the settlement of the instruction for external settlement according to section 23.10 paragraph c) of this article only via its aggregated account.
- 23.12 CDCP shall process and settle the instruction for settlement of the stock exchange trades and transactions with the financial instruments in conformity with this part of the Rules of Operation.

## **Article 24**

### **Settlement of OTC trades**

- 24.1 The participant and a market infrastructure other than BSSE submit an instruction for settlement of OTC trades and transactions with the financial instruments according to the operation day schedule.
- 24.2 The deadline for termination of acceptance of the instructions with cash settlement under mutually agreed operations of the Treasury administration shall apply in the settlement system only if both parties of the transaction specified in the settlement instruction the value in the transaction code of the settlement according to article 9 section 9.8 paragraph f) of this part of the Rules of Operation.
- 24.3 The type of instruction for external settlement according to article 9 section 9.2 of this part of the Rules of Operation, which the participant may submit, depend on CDCP type of the link with the issuer depository.
- 24.4 CDCP shall process and settle the instruction for settlement of an OTC trade and transactions with the financial instruments in conformity with this part of the Rules of Operation.

## **Article 25**

### **Primary subscription**

- 25.1 The participant may submit the settlement instruction under the primary subscription as:
- a) unmatched settlement instruction against a payment,
  - b) unmatched settlement instruction without a payment,

- c) matched settlement instruction without a payment.
- 25.2 The settlement of instructions according to section 25.1 paragraph a) and b) of this article is possible through the participants of the settlement system only.
- 25.3 CDCP shall process and settle the instruction under the primary subscription in conformity with this part of the Rules of Operation.

## **Article 26**

### **Auto-collateralisation**

- 26.1 An intra-day credit under the auto-collateralization can be granted by:
  - a) the central bank to a payment bank,
  - b) a payment bank to a client – participant if it executes the cash leg of the settlement for the client.
- 26.2 The following shall be regarded as compliance with the conditions applicable to the auto-collateralization in the sense of this part of the Rules of Operation:
  - a) compliance with obligations according to article 4, section 4.2, paragraph d) of this part of the Rules of Operation,
  - b) reservation of the financial instruments for auto-collateralization according to article 35, part V. of the Rules of Operation, and/or
  - c) indication of a code to define the reservation of the financial instruments for the auto-collateralization according to article 9, section 9.8 paragraph i) of this part of the Rules of Operation.
- 26.3 Effectuation of the required setup directly in T2S shall be regarded as compliance with the conditions for the auto-collateralization according to T2S documentation separately by:
  - a) the central bank in case of granting of the intra-day credit according to section 26.1 paragraph a) of this article,
  - b) a payment bank in case of granting of the intra-day credit according to section 26.1 paragraph b) of this article, wherein the payment bank proceeds in the sense of article 8, section 8.8 of this part of the Rules of Operation.
- 26.4 The central bank and/or payment bank effects the setup according to section 26.3 of this article based on contractual arrangements between the central bank and the payment bank and/or between the payment bank and its client, whereas CDCP is not the contractual party (in these agreements).
- 26.5 While complying with the conditions according to section 26.2 and 26.3 paragraph a) of this article, granting of the intra-day credit secured by an acceptable guarantee is effected in the settlement system according to section 26.3 paragraph a) by automatic placement of the instruction followed by the settlement:
  - a) of matched settlement instruction against payment by which the guarantee is transferred from the payment bank's account to the central bank's account against corresponding value of the funds needed for settlement of the underlying instruction with the cash settlement from the dedicated cash account of the central bank to the dedicated cash account of the payment bank, or
  - b) of matched instruction for settlement of a payment without transfer of the financial instruments by which the value of the funds needed for settlement of the underlying

instruction with the cash settlement is transferred from the dedicated cash account of the central bank to the dedicated cash account of the payment bank and of instruction for the marking the restriction on the guarantee on the account of the payment bank, or

- c) of matched instruction for settlement without a payment under which the guarantee is transferred from the account of the payment bank to the account of the payment bank that is reserved in favour of the central bank, and of matched instruction for settlement of payment without transaction of the financial instruments by which is transferred value of cash funds needed for settlement of the underlying instruction with the cash settlement from the dedicated cash account of the central bank to the dedicated cash account of the payment bank.
- 26.6 The guarantee restriction remains marked at the financial instruments transferred to the account of the payment bank reserved in favour of the central bank according to section 26.5, paragraph c) of this article until repayment of the intra-day credit according to section 26.8 and 26.9 of this article or relocation of the guarantee according to section 26.10 of this article.
- 26.7 Along with the instruction or instructions according to section 26.5 of this article, corresponding reverse instructions for repayment of the intra-day credit with are put on hold in the name of the payment bank are submitted automatically.
- 26.8 Repayment of the intra-day credit may be effected by the payment bank upon release of the instructions according to section 26.7 of this article at any time during the operation day, however, not later than in the moment determined according to the settlement schedule.
- 26.9 Should the payment bank fail to release the instruction according to section 26.7 of this article, CDCP shall automatically release the same in defined time according to the settlement schedule, and settle the instruction provided that sufficient cash funds are available on the dedicated cash account or accounts of the payment bank.
- 26.10 Included in the reverse instructions for repayment of the intra-day credit may also be another matched settlement instruction that shall be settled by CDCP only in case that the intra-day credit according to section 26.8 and 26.9 of this article is not repaid. By this another instruction the guarantee provided shall be transferred to a specific account of the central bank against provision of cash funds needed for settlement of the reverse instructions according to section 26.7 of this article.
- 26.11 While meeting the conditions according to section 26.2 and 26.3 paragraph b) of this article, the intra-day credit is granted on the assumption of use of the auto-collateralization limit for the client of the payment bank set by the payment bank, that is secured by an acceptable guarantee in the settlement system executed by automatic placement and consequent settlement of the matched settlement instruction against payment, by which the guarantee is transferred from the account of the client of the payment bank to the account of the payment bank against corresponding value of cash funds needed to settle the underlying instruction with the cash settlement from the dedicated cash account of the payment bank, which shall make accessible the limit for its client allowing withdrawal from the dedicated cash account (of the payment bank).
- 26.12 Along with the instruction according to section 26.11 of this article, corresponding reverse instructions for repayment of the intra-day credit put on hold in the name of the payment bank are submitted automatically.

- 26.13 Repayment of the intra-day credit may be effected by the payment bank upon release of the instructions according to section 26.12 of this article at any time during the operation day, however, not later than on the moment of termination of acceptance of the instructions with the cash settlement determined according to the settlement schedule.
- 26.14 Provisions of section 26.9 and 26.10 of this article shall not apply to the auto-collateralization according to section 26.11 of this article.
- 26.15 The settlement instructions according to sections 26.5, 26.7, 26.10 to 26.12 of this article shall be submitted automatically by CDCP as the operator of the settlement system in the name of the payment bank and central bank or in the name of the payment bank and client of the payment bank. The instructions for release of the instruction with Hold status according to section 26.9 of this article shall be submitted automatically by CD as operator of the settlement system in the name of the payment bank.
- 26.16 The matched instructions according to section 26.7, 26.10 and 26.12 of this article entered the settlement system and became irrevocable at the same moment as the matched instructions according to section 26.5 and 26.11 of this article.

## **Article 27**

### **Market claims**

- 27.1 The period for review of the market claims is twenty operation days of the record date of relevant corporate action.
- 27.2 For the review of the market claims, CDCP shall include all settlement instructions being matched and not cancelled and not excluded from the market claims according to article 9 section 9.15 of this part of the Rules of Operation.
- 27.3 In the course of the period according to section 27.1 of this article, CDCP shall after end of the operation day and before start of the next operation day identify the settlement instructions to which the market claims apply, and in its own name shall automatically submit unmatched and with Hold status:
- a) instructions for settlement of a payment without transfer of the financial instruments in case of distribution of the cash funds, or
  - b) instructions for settlement without payment in case of distribution of the securities.
- 27.4 CDCP shall submit the instructions according to section 27.3 paragraph a) and b) of this article with:
- a) trade date identical to the trade date from identified instruction,
  - b) intended settlement date identical to the payment date of relevant corporate action, or date of following operation day if the payment date has already expired,
  - c) identical Hold status as the identified instruction.
- 27.5 Should CDCP identify an instruction in the sense of section 27.3 of this article by which the financial instruments are transferred in units and no trade transaction code has been specified in the instruction, CDCP shall automatically submit the unmatched instructions for settlement of the market claim:

- a) from transferor's account to transferee's account if the trade date in the identified instruction is older than Ex-date, and the instruction is not settled at the end of the operation day equal to the record date, or
  - b) from transferee's account to transferor's account if the trade date in the identified instruction is identical or newer than Ex-date, and the instruction was settled on the operation day with date being older than or equal to the record date.
- 27.6 Should, in the sense of section 27.3 of this article, CDCP identify the instruction by which the financial instruments are transferred in the nominal value and no trade transaction code is specified in the instruction, CDCP shall automatically submit the unmatched instructions for settlement of the market claim from transferor's account to transferee's account if the intended date in the identified instruction is equal to or newer than record date, and the instruction is not settled at the end of the operation day equal to the record date.
- 27.7 Should, in the sense of section 27.3 of this article, CDCP identify the instruction for settlement of a trade without claim for proceeds, CDCP shall automatically submit the unmatched instructions for settlement of the market claim from transferee's account to the transferor's account only if the trade date in the identified instruction is older than Ex-date, and the instruction was settled on the operation day with date older than or equal to the record date.
- 27.8 Should, in the sense of section 27.3 of this article, CDCP identify the instruction for settlement of a trade with claim for proceeds, CDCP shall automatically submit the unmatched instructions for settlement of the market claim from the transferor's account to the transferee's account if the trade date in the identified instruction is newer than Ex-date, and the instruction:
- a) was settled on the operation day with date being higher than the record date, or
  - b) is unsettled.
- 27.9 Settlement of automatically submitted instructions relating to the market claims is independent from settlement of the settlement instruction identified according to section 27.3 of this article.
- 27.10 CDCP shall release automatically submitted instruction relating to the market claims from Hold status set in its name only after settlement of the identified instruction.
- 27.11 Should a market claim is a fragment, CDCP shall round off the number of units of the financial instruments to the lowest integer according to section 27.3 paragraph b) of this article.
- 27.12 Provisions according to article 20 section 20.5 of this part of the Rules of Operation shall apply to the settlement of the instructions according to section 27.3 paragraphs a) and b) of this article.

## **Article 28**

### **Transformations**

- 28.1 The period for identification of the transformations is twenty operation days from the record date of relevant corporate action.

- 28.2 In order to identify the transformations, CDCP shall include all settlement instructions being matched and not cancelled and not excluded from the transformation process according to article 9 section 9.15 of this part of the Rules of Operation.
- 28.3 In the course of the period according to section 28.1 of this article, CDCP shall after end of the operation day and before start of the next operation day identify the settlement instructions to which the transformations apply and automatically:
- a) cancels the identified settlement instructions,
  - b) depending on type of the identified instruction according to article 9, section 9.1 of this part of the Rules of Operation, submits automatically the matched or unmatched instructions for settlement of the payment without transfer of the financial instruments in case the subject of the reorganization means replacement of the financial instruments with cash funds, or
  - c) depending on type of the identified instruction according to article 9, section 9.1 of this part of the Rules of Operation, submits automatically the matched or unmatched instructions for settlement against payment or the settlement instructions without payment in case the subject of the reorganization is replacement of the financial instruments with other financial instruments.
- 28.4 CDCP shall cancel the settlement instructions excluded from the transformation process according to article 9, section 9.15 of this part of the Rules of Operation.
- 28.5 CDCP shall submit the instructions according to section 28.3 paragraph b) and c) of this article with:
- a) trade date identical to the trade date from identified instruction,
  - b) intended settlement date equal either with payment date of relevant corporate action or date of next operation day in case the payment date has already expired,
  - c) identical hold status as has the identified instruction.
- 28.6 Should the settlement type of the identified instruction be the settlement instruction against a payment, CDCP shall automatically submit the instructions according to section 28.3 paragraph b) of this article for settlement:
- a) from transferor's account to transferee's account with cash value corresponding to the identified instruction, and
  - b) from transferor's account to transferee's account with cash value corresponding to the claim according to the rules of reorganization.
- 28.7 Should the settlement type of the identified instruction be the settlement instruction without a payment, CDCP shall automatically submit the instructions according to section 28.3 paragraph b) of this article for settlement from transferor's account to transferee's account with cash value corresponding to the identified instruction.
- 28.8 The type of settlement of the instruction submitted according to section 28.3 paragraph c) of this article corresponds to the type of settlement of the identified instruction.
- 28.9 CDCP shall round off the number of units of the financial instruments to the lowest integer according to section 28.3 paragraph c) of this article.
- 28.10 Provisions according to article 20 section 20.5 of this part of the Rules of Operation shall apply to the settlement of the instructions according to section 28.3 paragraph b) and c) of this article.

28.11 The settlement instructions resulting from the transformation may neither be settled prior to the payment date nor prior to the intended settlement date specified in the cancelled identified instruction.

## **Article 29**

### **Buyer protection rights**

- 29.1 CDCP does not provide buyer protection rights as an automatic service in the settlement system.
- 29.2 Manual process of the buyer protection rights is dealt with the participant on the side of the transferor and transferee.

## **Article 30**

### **Settlement instruction recycling**

- 30.1 During a specified time period, CDCP shall automatically move at the end of each operation day all unmatched and/or unsettled instructions to the next operation day.
- 30.2 The time period according to section 30.1 of this article, lasting twenty operation days, is defined for:
- a) unmatched settlement instructions and counts from the intended date of the settlement instructions or the last change to status of the instructions,
  - b) unmatched instruction for cancellation of a settlement instruction and counts from the date of entry of these instructions to the settlement system.
- 30.3 At the end of the last operation day of the time period according to section 30.2 of this article, CDCP shall automatically cancel instructions that have not matched during the time period.
- 30.4 The time period according to section 30.1 of this article is unlimited for the matched settlement instructions.

## **Article 31**

### **Revalidation of the settlement instruction**

- 31.1 Revalidation of the settlement instructions is a fully automated process of the settlement system under which each unsettled instruction is checked against changes to static data related to the participant, participant's account, and financial instrument made after entering of the instruction to the settlement system.
- 31.2 In case of unsuccessful revalidation, CDCP shall cancel the settlement instructions and informs the involved participants and the other market infrastructure thereof.

## **Article 32**

### **Damage reliability**

- 32.1 The participants or other market infrastructures with access granted to the settlement system shall be liable for damage incurred by submission, late submission, incorrect submission or incomplete submission of the relevant settlement instructions or requests for the settlement system services, or they were submitted in a form other than required and defined in these Rules of Operation.

- 32.2 CDCP shall be liable for damage due to incorrect, incomplete, or late performance of actions needed for settlement of the instructions.
- 32.3 The participants or other market infrastructures with access granted to the settlement system shall be liable for that they have for each settlement instructions or each request for the CDCP services all documents needed for this activity according to generally applicable regulations and the Rules of Operation.

### **Article 33**

#### **T2S operation recovery**

- 33.1 In case of an extraordinary external event or T2S failure having impact on operation of the settlement system, CDCP shall adopt the following measures:
- a) relocation of the T2S operation to other place,
  - b) change to operation day schedule.
- 33.2 CDCP shall inform the participants and other market infrastructures with access granted to the settlement system about the measures taken according to section 33.1 of this article, including description of the event or failure and forecasted delay caused by the event in the operation's day schedule.

### **Article 34**

#### **Operation day schedule**

- 34.1 The operation days of the settlement system are:
- a) for the instructions with cash settlement in the central bank money in EURO currency all days with the exception of Saturdays, Sundays and New Year's Day, Good Friday, Easter Monday, 1 May, 25 December, and 26 December.
  - b) for the instructions for settlement without payment all days with the exception of Saturdays, Sundays and New Year's Day, Good Friday, Easter Monday, 1 May, 25 December, and 26 December.
- 34.2 The reference time for the settlement system is the Central European time.
- 34.3 Change to the date to new operation day occurs in previous calendar and also operation day in the sense of times in the operation day schedules, and the following applies:
- a) during weekend, the "Maintenance window" phase of the day takes from Saturday 3 a.m. to Monday 5 a.m.,
  - b) during holidays, the "Maintenance window" phase of the day takes from 3 a.m. of that day to 5 a.m. of next operation day.
- 34.4 Availability of T2S during the operation day is specified in the T2S documentation.
- 34.5 The CDCP system is available for the participants and the other market infrastructure throughout the operation day except for the Beginning of day, Maintenance window, and End of day phases.
- 34.6 The settlement instructions or requests for services submitted during unavailability of the CDCP system according to section 34.5 of this article shall be put on queue and processed after start of the phase of the day in which the CDCP system is available.
- 34.7 The following table shows the operation day schedule and the settlement schedule:



<b>Time</b>	<b>Phase of a day Event</b>		<b>Place of event</b>
<b>18:45</b>	<b>Start of Day period</b>		
18:45	Change of date of operation day		T2S/ CDCP
	Preparation for night settlement		
	Revalidation of the settlement instructions		
	Assignment of the reservation flags and release of the instructions put on hold in the name of CDCP		CDCP
19:00	End time for acceptance of data from the collateral management systems		T2S
<b>20:00</b>	<b>Night settlement</b>		
20:00	First cycle of the night settlement		T2S/ CDCP
	Last cycle of the night settlement		
<b>03:00</b>	<b>Maintenance window</b>		
<b>05:00</b>	<b>Real-time settlement<sup>1</sup></b>		
05:00	Preparation for settlement in real time		T2S/ CDCP
	Real-time settlement		
06:55, 08:55, 09:55, 10:55, 11:55, 13:55, 14:55, 15:55	Mass recycling in T2S <sup>2</sup>		T2S
12:30	End time for effecting the transfer to CDCP aggregated account in the non-participating issue central depository		CDCP
15:30	End time for delivery of cash funds in case of the instruction for external settlement		CDCP
15:45	Recommended time for submission of the instructions with cash settlement to the CDCP system within DVP cut-off		CDCP
<b>16:00</b>	<b>End of real-time settlement<sup>3</sup></b>		
16:00	DVP cut-off	End of acceptance of the instructions with cash settlement	
16:30	Automated repayment under the auto-collateralization by the central bank: <ul style="list-style-type: none"> <li>Automated release of „on hold“ settlement instruction for repayment of intra-day credit</li> <li>If any, transfer of liquidity between dedicated cash accounts of the payment bank/participant</li> <li>If any, relocation of the guarantee to a specified account of the central bank</li> </ul>		T2S/ CDCP
16:30	Optional automated transfer of cash funds from the dedicated cash account to a RTGS account		T2S
17:25	Recommended time to submit the instruction with cash settlement under mutually agreed operations of the Treasury management, and instructions with cash settlement under operations of the central bank to the CDCP system		CDCP
17:40	BATM cut-off	End of acceptance of the instruction with cash settlement under mutually agreed operations of the Treasury	T2S/ CDCP

		management	
	CBO cut-off	End of acceptance of the instructions with cash settlement under central bank's operations	
17:45	Recommended time for submission of the instructions without payment to CDCP		CDCP
17:45	Automated transfer of cash funds from the dedicated cash account to a RTGS account		T2S
18:00	End of acceptance of the restriction instructions		T2S/ CDCP
	FOP cut-off	End of acceptance of instructions without payment	
<b>18:00</b>	<b>End of day</b>		
	Automatic hold of the instructions in the name of CDCP and cancellation of assigned reservation flags		CDCP
	Recycling of instructions and their cancellation		T2S/ CDCP
	End of day reports		CDCP

- <sup>1</sup> The “Real time settlement” phase of day and settlement during the day may start before the “Maintenance window” phase if the “Night settlement” phase ends before 3 a.m.
- <sup>2</sup> The mass recycling in T2S refers to automated repeating of an attempt to settle the instruction not settled due to insufficiency of funds (financial instructions and/or cash funds) in specified time, in contrary to the automated attempt launched in real time upon delivery of new resources to the account of relevant participant (transfer of financial instruments and/or cash funds on account, reservation of financial instruments for the auto-collateralization).
- <sup>3</sup> The “End of real time settlement” phase is a part of the “Real time settlement” phase.

# **PART VII. RULES FOR WORK WITH THE SPECIAL REGISTRY**

## **Article 1**

### **Introductory provisions**

- 1.1 This part of the Rules of Operation is governing mainly form and procedure for registration of securities that CDCP does not register in the issuer's registry and disposal with these securities.

## **Article 2**

### **Keeping of the special registry of securities**

- 2.1 To keep the special registry of securities CDCP has opened omnibus accounts in other issuer depositories. CDCP shall publish the list of these issuer depositories on its website.
- 2.2 Prerequisite for acquisition of securities to the omnibus account of CDCP opened in other issuer depository is registration of data on these securities in the special registry of securities.
- 2.3 To the scope of data in the special registry of securities pursuant to the section 2.1 of this Article, provisions of § 107 of ZOCP apply adequately.
- 2.4 The condition for administration of data on the securities in the special registry of securities is that disposal with the securities regulated by these Rules of Operation does not contradict the legislation of the state, pursuant which the securities were issued.
- 2.5 CDCP can terminate registration of data on the securities in the special registry of securities only if there are not data on that security in the CDCP's omnibus account pursuant to section 2.1 of this article.
- 2.6 Only securities that meet following conditions may be transferred to the omnibus account of CDCP in other issuer depository:
- a) there is no data on co-ownership or shared ownership related to the security in a registry of the administrator of the CDCP's omnibus account,
  - b) at the time of the submission of the request for acceptance to the special registry of securities, the rights to the securities are not separated from the security,
  - c) the securities are not subject of the pledge,
  - d) the securities do not have limited transferability,
  - e) the securities are not bound with other rights or obligations that could prevent to disposal with the securities in the Slovak Republic.

## **Article 3**

### **Acceptance, crediting and debiting of securities to/from account/s in CDCP and members' registry**

- 3.1 CDCP decides on accepting of the securities to the special registry of securities on the basis of written request of the participant or other market infrastructure.

- 3.2 If CDCP, after receiving the request, finds out that the request or the securities are not in compliance with any of the conditions stipulated in the Rules of Operation, CDCP has right to reject the request and not register the securities to the special registry.
- 3.3 If the request pursuant to the item 3.1 of this Article includes all essentials pursuant to the Rules of Operation of CDCP, CDCP shall register the securities into the special registry of securities without undue delay and consequently shall inform the requesting person about registration of the securities into the special registry.
- 3.4 Method of transfer to/from the omnibus account of CDCP is specified in part VI. of the Rules of Operation..
- 3.5 The securities in the special registry shall be credited /debited by CDCP to/from an account in the registry of a member or CDCP based on successfully processed instruction according to the section 3.4 of this Article..
- 3.6 In case a security that does not comply with the terms stipulated in the Rules of Operation, or is not recorded into the special registry of securities, CDCP has right to transfer the security on account of the transferor while CDCP is not liable for damage that occurs due to such transfer.
- 3.7 In case the issuer:
- a) shall increase/decrease registered capital or shall make other change in the security issue and subsequently shall credit/debit the securities on/from the omnibus account of CDCP, CDCP shall credit/debit the securities in compliance with the decision of relevant body of the issuer to/from an account in the registry of the member or CDCP, whereas CDCP shall record the change in the special registry,
  - b) shall decide on the change of the nominal value of the securities, CDCP shall perform the change of the nominal value in the special registry of securities and in relevant accounts without undue delay after the change displays in the omnibus account of CDCP.
- 3.8 Number of units of respective security issue in the omnibus account of CDCP at the close of the day must be equal to the sum of all securities from the issue registered in accounts in the registry of CDCP and its members.
- 3.9 If a difference in number of securities according to the previous section of this Article occurs, CDCP shall keep a registry on such facts, including the reason of occurrence.

#### **Article 4**

##### **Handling the book-entry in the special registry of securities**

- 4.1 Securities may be acquired to owner's accounts only by persons who concluded an agreement on arrangement of mutual rights and obligations related to provision of services related to securities in the special registry of securities with CDCP, in case the account is kept in the registry of CDCP, or with a member if the account is kept in the registry of the member.
- 4.2 The provisions of part V and VI of the Rules of Operation adequately apply to dispose of securities in the special registry.
- 4.3 If an instruction for transfer/transition/movement was placed whereas the securities are subject of pledge or transfer as collateral, the transferee of the securities must have an account opened in the registry of the member or CDCP and must fulfil the condition stipulated in the section 4.1 of this Article.

- 4.4 Based on data from the administrator of the CDCP's omnibus account, CDCP performs change/deletion of data registered on the security in the special registry of securities and on the accounts in CDCP/member's registry.
- 4.5 In case of registration of Suspension of Right of Disposal on entire security issue registered in the registry of the administrator of CDCP omnibus account, CDCP shall register the SDR in the special registry of securities.
- 4.6 If owner's account of an owner of securities that are to be a subject of transition is kept in the registry of CDCP, the securities may become the subject of transition only if the account of transferee is also opened in the registry of the member or CDCP and the account of the transferee meets the conditions stipulated in the item 4.1 of the Article 4 of this Part of the Rules of Operation.

# **PART VIII. TRANSITIONAL PROVISIONS**

## **Article 1**

### **Transitional provisions with respect to the holder's account effective from 6 February 2017**

- 1.1 A holder to whom CDCP opened and keeps the holder's account according to § 105a of ZOCP, and who is not at the same time the CDCP participant according to § 99, section 13 of ZOCP, or to whom no membership was granted by CDCP before 6 February 2017, is obliged within 6 months of the effective date of the Rules of Operation to:
  - a) submit a request for granting access of the participant in conformity with article 7, part II of the Rules of Operation, or
  - b) transfer all securities registered on the holder's account to a different account kept in conformity with ZOCP and CSDR regulation, and request for cancellation of the holder's account.
- 1.2 If CDCP shall not grant access to the holder upon his request submitted in the sense of section 1.1, paragraph a) of this article, the holder shall immediately proceed in the sense of section 1.1, paragraph b) of this article.
- 1.3 Should the holder fail to comply with the obligations in the sense of section 1.1 and 1.2 of this article, CDCP shall have right with effect from the date when the permit granted by CDCP according to article 16 of CSDR regulation becomes to force, to reject all instructions submitted with respect to the holder's account by the holder or participants. CDCP shall have right to stipulate the extent and conditions for submission of the instructions and requests for service with respect to relevant holder's account. Upon application of this provision, CDCP considers that the actions to settle the liabilities of the holder with respect to keeping of the holder's account are ensured.
- 1.4 The holder against which the measures in section 1.3 of this article were adopted, shall be obliged to comply with reporting duty according to ZOCP until the moment when the obligations according to section 1.1 of this article are met.
- 1.5 The holder who fails to comply with the obligations in the sense of section 1.1 of this article shall be fully responsible for damage caused in consequence of failure to comply with the obligation, including loss to owners of the securities registered in the holder's records or other involved parties.
- 1.6 CDCP shall have right to inform NBS about breach of the CSDR regulation in case the holder fails to comply with the obligations stipulated herein.

## **Article 2**

### **Transitional provisions with respect to provision of activities of participants and members, effective from 6 February 2017**

- 2.1 A member to whom CDCP granted membership according to the previous provisions of ZOCP and who was regarded as a participant in the settlement system according to the previous provisions of ZOCP shall be regarded as the participant in the sense of § 99, section 13 of ZOCP.

- 2.2 The participant pursuant to section 2.1 of this article shall be obliged to comply with and give proof of compliance of the participation criteria and meet other requirements according to the Rules of Operation related to the participation within 6 months of the effective date of these Rules of Operation.
- 2.3 The participant who makes records to the accounts kept by CDCP or has other services accessible based on special contractual arrangements with CDCP shall provide CDCP with inevitable cooperation in order to harmonize or replace the special contractual arrangements valid so far with the arrangements according to these Rules of Operation, applicable regulations, as well as with reference to CDCP migration to the T2S platform and related changes to the IS CDCP functionality within 6 months of the force of these Rules of Operation.
- 2.4 Provisions of these Rules of Operation shall apply to provision of the activities of the participant and member, who have started their activities prior to effective date of these Rules of Operation and migration of CDCP to T2S.
- 2.5 Effectively from coming into force of these Rules of Operation, the member shall have right to perform activities related to the non-allocated accounts in the sense of § 173v of ZOCP exclusively in case a special contract was concluded with CDCP in connection with Provision of the services of an authorized member to the non-allocated accounts.
- 2.6 Should the participant fail to comply with the obligations in the sense of this article, CDCP shall have right to apply the actions and sanctions according to part II of the Rules of Operation.

### **Article 3**

#### **Transitional provisions with respect to the performance of the activity of trading venue, effective from 6 February 2017**

- 3.1 The trading venue to which the access was granted to the CDCP settlement system prior to effective date of these Rules of Operation shall be obliged to comply with all requirements according to these Rules of Operation related to the other market infrastructures within 6 months of the effective date of these Rules of Operation.

### **Article 4**

#### **Transitional provisions related to transfers of securities without consideration to MH Manažment, a.s.**

- 4.1 In order to execute transfers without consideration based on the instructions submitted by the owners of the accounts before 30 June 2016 not successfully processed and executed before the effective date of these Rules of Operation, a member authorized to execute the transfers without consideration shall have right to perform the services as the authorized member with respect to relevant owner's account. The member according to previous sentence shall have right to perform the services as the authorized member only for time absolutely necessary and to execute the transfer without consideration and to provide related services defined based on agreement with CDCP.
- 4.2 Provisions of the section 4.1 of this article shall apply exclusively in case of compliance with all conditions below:

- a) if the member authorized to perform transfers without consideration has a general agreement concluded with respect to provision of the Services of authorized member to non-allocated accounts,
  - b) no other authorized member is registered with respect to relevant owner's account.
- 4.3 Provisions of this article shall apply exclusively in connection with the execution of the transfers without consideration according to § 6 of Act 375/2015 Coll. on abolishing of the National Property Fund of Slovak Republic and on change to and amendment of some acts, and act 92/1991 Coll. on conditions for transfer of the state property to other entities applicable at the moment of submission of the instructions by the account owners.

#### **Article 5**

##### **Transitional provisions regarding processing and settlement of instructions placed before the Rules of Operation take effect**

- 5.1 The instructions for registration of transfer, transition and movement, and the settlement instructions placed to IS CDC before these Rules of Operation took effect shall be processed and settled by CDCP according to these Rules of Operation.

## **PART IX. FINAL PROVISIONS**

#### **Article 1**

##### **General provisions**

- 1.1 By coming into effect of these Rules of Operation ends the validity and effectivity of the Rules of Operation of Centrálny depozitár cenných papierov SR, a.s. approved by decision the Financial Market Authority No. GRUFT-003/2004/PPCD as amended.
- 1.2 The Rules of Operation is valid upon approval of the Board of Directors of CDCP on 18 January 2017 and becomes effective on 6 February 2017 on condition that CDCP will successfully migrate to T2S platform. Wording of previous condition means suspensory condition for coming of the Rules of Operation into effect. In connection with the previous sentence, the Rules of Operation will come into effect only under condition of successful migration of CDCP to T2S platform, whereas in case the suspensory condition pursuant previous wording is not met, the Rules of Operation, approved by decision the Financial Market Authority No. GRUFT-003/2004/PPCD as amended will remain valid and effective. CDCP will publish information on meeting the suspensory condition pursuant this provision without delay on its web page [www.cdcp.sk](http://www.cdcp.sk)