

part of eex group



# Omnibus Agreement regarding the Omnibus Account

Required in triplicate

30.06.2023

Leipzig

CM02c

Release 005

# 1. Omnibus Agreement by and between

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as Institution Clearing Member at ECC (referred to as the “**Institution Clearing Member**” hereinafter),

and

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as the Omnibus Representative acting for the Omnibus Customers as listed in Annex 1 (referred to as the “**Omnibus Representative**” hereinafter) and acting in its own name,

the Omnibus Customers specified in Annex 1 (referred to as the “Omnibus Customers” hereinafter)

and

European Commodity Clearing AG (referred to as “ECC” hereinafter).

1. The Institution Clearing Member, the Omnibus Representative, the Omnibus Customers and ECC conclude the following agreement with regard to the Omnibus Account. This agreement is an Omnibus Agreement within the meaning of the definition of “Omnibus Agreement” in Section 1 of the ECC Clearing Conditions in the respectively valid version.
2. The Institution Clearing Member and the Omnibus Representative confirm with regard to the Omnibus Account that
  - a. the Omnibus Representative has been authorised by all Omnibus Customers to submit or receive declarations (in as far as this is expressly specified for the Omnibus Representative in the ECC Clearing Conditions) and appointed as a fiduciary for possible transfers of money and securities from collateral transfers and
  - b. the Omnibus Representative is entitled towards all Omnibus Customers to assert claims of the Omnibus Customers for these and to receive cash or securities from transfers of collateral.
3. The Institution Clearing Member undertakes towards the Omnibus Representative to keep the positions and assets of the Omnibus Account separately within its systems and to operate as a Trading Participant for the Omnibus Account in the framework of the ECC Clearing Conditions.
4. With regard to the Omnibus Account, the Omnibus Representative and every Omnibus Customer recognise the provisions of the ECC Clearing Conditions regarding the Omnibus Accounts and the Omnibus Representatives in general in their respectively valid as being mandatory for them. The Omnibus Representative and every Omnibus Customer take note of the fact that according to section 2.3.2 of the ECC Clearing Conditions the Omnibus Agreement is considered concluded and the Omnibus Representative is considered appointed in the relationship with ECC unless the ECC Institution Clearing Member informs ECC of the fact that the preconditions for keeping trades and positions in the Omnibus Account have ceased to apply.
5. The following securities account of the Institution Clearing Member at Clearstream Banking AG, Frankfurt am Main is the CBF securities account within the meaning of section 3.5.6 paragraph 2 of the ECC Clearing Conditions:

Number of pledged securities account<sup>1</sup>: \_\_\_\_\_

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<sup>1</sup> Only selected CBF pledge accounts on the Creation or Cascade platform can be used. Please contact ECC for further information.

6. Handling of cash collateral

By default, end-of-Day payments in relation to the separate Collateral Clearing Account will be handled as follows:

- Cash collateral for an end-of-day margin call will be deposited to the Standard Collateral Clearing Account of the Institution Clearing Member
- Excess cash collateral remains on separate Collateral Clearing Account
- Payments will be processed net together with the Standard Collateral Clearing Account

Following change to the default setup shall be implemented:

Direct cash collateral deposit to separate Collateral Clearing Account in case of end-of-day margin call - "Direct Debit"

Only, if "Direct Debit" option is selected:

Automatic cash collateral withdrawal of excess collateral from separate Collateral Clearing Account – "Auto-Repay"

Gross payment for separate Collateral Clearing Account – "Separate Cash Chain"

7. The Omnibus Representative

Name of Omnibus Representative and Company Register	
Name of the company according to company register	Legal status
Company register no.	Place of Registration
Address of the Omnibus Representative	
Country	Street and House Number
Post code	Place
Contact Person of Omnibus Representative	
Contact Person	
Telephone number	
Fax	
E-mail	

The Omnibus Representative submits the following declarations with regard to section 3.5.9 paragraph 8 of the ECC Clearing Conditions:

- (a) The Omnibus Representative accepts the assignment according to section 3.5.9 paragraph 8 lit. (a) of the ECC Clearing Conditions.
  - (b) The Omnibus Representative accepts pledging according to section 3.5.9 paragraph 8 lit (b) of the ECC Clearing Conditions.
  - (c) The Omnibus Representative accepts pledging according to section 3.5.9 paragraph 8 lit (c) of the ECC Clearing Conditions.
8. This agreement is governed by the laws of the Federal Republic of Germany. Leipzig is the place of performance and the legal venue.
9. If one or several provisions of this agreement have not become part of this contract in their entirety or in part or if such have become ineffective or unenforceable, this shall not affect the validity of the remainder of the contract. In as far as provisions of this agreement have not become part of this contract in their entirety or in part or if such have become ineffective or unenforceable, the content of the agreement shall be governed by the statutory provisions. In as far as there are no applicable statutory provisions, the parties shall replace the ineffective or unenforceable provisions with an effective or enforceable provision corresponding as closely as possible to the commercial result of the ineffective or unenforceable provision.

**DATA PROTECTION DECLARATION**

The undersigned assures that he has fully informed the contact persons named in connection with the contract, the exchange membership relationship or other legal relationships about the transfer of their personal data and that he has brought to their attention the DATA PROTECTION DECLARATION which can be found on our company websites.

On behalf of the Institution Clearing Member

Place	Date	Signature

On behalf of the Omnibus Representative acting in its own name and on behalf of the Omnibus Customers specified in Annex 1 hereto

Place	Date	Signature

On behalf of the ECC AG

Place  Leipzig	Date	Signature
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To be filled by ECC

Pool name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> E	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> E	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> OSA	<input type="checkbox"/>	<input type="checkbox"/>
	CM			NCM												

## 2. Annex 1 – list of Omnibus Customers with regard to the Omnibus Account

Name of the Customer