



KDD OPERATIONS RULES

KDD - CENTRAL SECURITIES CLEARING CORPORATION
LJUBLJANA

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DETAILS ON DOCUMENT

Type of autonomous act: *Rules*

Status: *Applicable*

Version: *2.0*

Document administrator: *Barbara Konte*

Date of applicability: *1 January 2019*

Accessibility: *Public*

Grounds for adoption: *Book-Entry Securities Act (ZNVF-1), Article 18*

Impact on other autonomous acts: */*

Unique reference number: *PP-0042-2018-0200-E*

Version	Date	Person	Description
2.0	20 Sept 2018	Management Board, Board of Directors	<i>Adoption of amendments to the Rules (110th session of the management board, 106th session of the board of directors)</i>

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1 GENERAL PROVISIONS

Article 1 Subject of Rules

- (1) These Rules regulate in detail the general terms of performing KDD services in compliance with 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, in compliance with technical standards adopted on the basis of this Regulation, in compliance with the Book-Entry Securities Act (ZNVP-1), the Financial Instruments Market Act (ZTFI-1), the Takeovers Act (ZPre-1) and other acts.
- (2) These Rules shall be implemented in the respective applicable version in legal relations between KDD and users of its services.

Article 2 Definition of Used Terms and Abbreviations

- (1) Terms and abbreviations used herein shall have the meanings set forth below:
 - 1/ **KDD** is KDD – the Central Securities Clearing Corporation, included in T2S;
 - 2/ **CSD** is a central securities depository operating a securities settlement system and providing at least one other core service listed in Section A of the Annex to the Regulation;
 - 3/ **Agency** is the Securities Market Agency;
 - 4/ **Stock exchange** is the Ljubljana Stock Exchange;
 - 5/ **Securities** are book-entry securities;
 - 6/ **Central registry** is the central book-entry securities registry maintained by KDD;
 - 7/ **Information system** is the central registry information system;
 - 8/ **T2S (TARGET2-Securities)** is a single technical platform owned by the Eurosystem central banks, the objective of which is the settlement of securities transactions;
 - 9/ **Business day** is a business day in compliance with the applicable regulations of the Republic of Slovenia;
 - 10/ **CASG/CAJWG** are international standards for corporate actions implemented by T2S and adopted by the *Corporate Actions Sub-Group* or rather *Corporate Actions Joint Working Group*.
- (2) A securities settlement system as defined in item (a) of Article 2 of Directive 98/26/EC with regard to item 10, Paragraph 1, Article 2 of the Regulation, or rather a securities settlement system as defined in Article 38 of the ZTFI-1 is constituted of the central registry and of the set of legal relations pertaining to the central registry.

Article 3 Regulatory Technical Regulations

- (1) Regulatory technical regulations (hereinafter: regulations) set out in greater detail the general terms of performing KDD services.
- (2) The regulations or rather amendments thereto shall be adopted by the KDD management board.
- (3) The regulations shall be implemented in the respective applicable version in legal relations between KDD and users of its services. In the event of any discrepancy between provisions of these Rules and provisions of Regulations, the provisions of these Rules shall apply.

Article 3**Price List**

- (1) The price list sets forth the rate of compensation that KDD is entitled to for the execution of its services. Unless expressly provided otherwise, KDD shall not be obliged to render the service for which it has not received payment.
- (2) The price list shall be implemented in the respective applicable version in legal relations between KDD and users of its services. In the event of any discrepancy between provisions of these Rules and provisions of the Price List, the provisions of these Rules shall apply.

2 KDD SERVICES

Article 4**KDD Services**

- (1) KDD shall perform core and ancillary services of the central securities depositories.
- (2) Core services of the central securities depositories performed by KDD shall be as follows:
 - 1/ initial book-entry recording of securities in the system (»notarial service«), which, inter alia, includes the issue, deletion and conversion of securities,
 - 2/ providing and maintaining securities accounts at the highest level (»service of the central maintenance of accounts«), which, inter alia, includes maintaining the accounts and maintaining the balance of securities, and
 - 3/ operating a securities settlement system (»settlement service«), which, inter alia, includes the settlement of stock exchange and OTC transactions.
- (3) Ancillary services of the central securities depositories performed by KDD shall be non-bank services related to core services which will not pose any credit or liquidity risks. These services shall be as follows:
 - 1/ ancillary services related to the notarial service and the service of the central maintenance of accounts, which, inter alia, include: provision of system membership and access to the information system, provision of entries regarding securities, payment of financial entitlements, implementation of transfers of certain codes of securities, but only in cases when KDD enters orders or parts thereof in the central registry on its own (takeovers, exclusion of minority shareholders), provision of expert support in the implementation of corporate actions, supervision, notification and implementation of corporate actions, issue of balance statements, and the like,
 - 2/ ancillary services related to the settlement service, which, inter alia, include: implementation of entries regarding the securities of a certain holder in cases when KDD does not submit orders or parts thereof to the central registry, matching, recycling and cancelling orders or parts thereof, and similar,
 - 3/ establishment of links between CSDs and provision and maintenance of securities accounts related to the settlement service, and similar,
 - 4/ other services, including: reporting or provision of information to users and public law subjects, provision of IT services, assigning and maintaining the international Legal Entity Identifiers (LEIs) to legal entities, and the like.
- (4) KDD shall enable its users a separate access to services it performs.

Article 5**KDD Securities Fiduciary Account and Fiduciary Cash Accounts**

- (1) KDD securities fiduciary account is a securities account held by KDD and an account that is credited or debited for the transfer of securities received or performed by KDD on account of others in rendering its services. Pursuant to the law, KDD creditors cannot assert any claims to the balance on the KDD fiduciary account.

- (2) A fiduciary cash account is a bank cash account held by KDD, open in the TARGET2-Slovenia system or in some other relevant system. Pursuant to the law, KDD creditors cannot assert any claims to the balance on the KDD fiduciary cash account.
- (3) KDD DCA is a dedicated cash account held by KDD in the TARGET2-Slovenia system.
- (4) KDD may hold several securities fiduciary accounts or fiduciary cash accounts.

3 PROVISION OF THE REGISTRY STRUCTURE

3.1 KDD SERVICES USERS

Article 6

Types of KDD Services Users

- (1) KDD services users are the following:
 - 1/ KDD members,
 - 2/ linked CSDs,
 - 3/ stock exchange and other market infrastructure,
 - 4/ other users.
- (2) **Members of KDD** are members-issuers and system members. Types of membership are not mutually exclusive. A KDD member must have a valid international legal entity identifier (LEI).
- (3) **A member-issuer** is an entity issuing securities entered in the central registry.
- (4) **A system member** is an entity enabled by KDD to send orders or parts thereof and other notifications to the central registry. Under the terms set forth herein, a system member can also participate in the settlement of stock exchange transactions.
- (5) **A linked CSD** is a central securities depository that concluded an agreement with KDD in compliance with paragraph 3, Article 48 of the Regulation for the provision of specific services related to a securities account open in the central registry in the name of the respective central securities depository.
- (6) **Other users** are legal entities whose international legal entity identifiers (LEIs) are maintained by KDD, and other persons using the services of KDD.

Article 7

Users' Committee

- (1) KDD has a Users' Committee whose purpose is the establishment of direct and effective communication between the KDD management board and the representatives of KDD users regarding all aspects of KDD operations affecting the position of these users. The purpose of the communication is that the users' representatives provide advice to the KDD management board when making decisions about the relevant aspects of KDD operations.
- (2) The Users' Committee shall consist of three members, whereby two of them shall be representatives of system members, while one shall be a representative of members-issuers.
- (3) The constitution and operation of the Users' Committee shall be governed by a policy adopted by the KDD management board.

3.2 MEMBERS-ISSUERS

Article 8

The Acquisition of a Status of a Member-Issuer

- (1) Every person may become a member-issuer, except persons whose membership was denied by KDD for justifiable reasons.

- (2) Justifiable reasons for the denial of membership shall be a negative outcome of the comprehensive risk assessment or non-provision of services by KDD under the state corporate law governing the securities the respective membership would apply to.
- (3) It shall be presumed that there are no justifiable reasons to deny the issuer membership to a person that wishes to issue securities under the state law in compliance with which KDD provides services.
- (4) A request for the issue of securities submitted by a person that is not yet an issuer of securities in the central registry shall be considered as a request for the issuer membership.
- (5) KDD shall deal with the request for the issuer membership swiftly and in a non-discriminatory manner, and shall inform the applicant of its decision within three months at the latest.
- (6) If KDD denies the issuer membership, it shall do so after the performed comprehensive risk assessment and in compliance with Article 89 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards proving that the person is not capable or eligible to become a member-issuer. KDD shall deny the issuer membership in the format set out in the Commission Implementing Regulation (EU) 2017/394 of 11 November 2016 laying down implementing technical standards in accordance with the Regulation.
- (7) A person that believes their request for the issuer membership was denied by KDD without any justifiable reasons shall have a right to lodge a complaint within one month of the receipt of the KDD decision. The complaint shall be lodged in the format set out in the Commission Implementing Regulation (EU) 2017/394 of 11 November 2016 laying down implementing technical standards in accordance with the Regulation. KDD shall communicate the complaint to the Agency.
- (8) If, following the consideration of the complaint, the Agency issues an order requiring that KDD grants the issuer membership to the appellant, KDD shall be obliged to do so within a period set out under Paragraph 9, Article 90 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards.
- (9) The provisions of Paragraph 6 through 8 hereunder shall apply to the issuers whose securities have already been admitted to trading on regulated markets or MTFs, or whose securities are already traded on trading venues or a request was entered for them to be admitted to trading (Paragraph 1, Article 49 of the Regulation) and would like these securities to be entered in the KDD records.
- (10) Membership status is acquired by entering into a membership agreement with KDD. KDD shall inform the Agency of a new member-issuer.

Article 9

Issuer Membership Agreement

- (1) By entering into an issuer membership agreement, KDD undertakes to enter a certain type or certain types of securities issued by the respective member into the records of issued securities pursuant to Article 42 of ZNVP-1 and allow entries regarding these securities in the central registry, while the member-issuer undertakes to meet due obligations as set forth under the respective applicable version of these rules, regulations and price list.
- (2) In addition to services under paragraph 1 hereof, KDD shall enable the member-issuer of securities due access to the share register or to the register of holders of other registered securities.

- (3) In addition to services under paragraph 1 hereof, KDD shall issue certificates to members-issuers that are holders of bearer securities under Article 43 of ZNVP-1 when this is required for the exercise of their rights.
- (4) A member-issuer shall submit their requests or other notifications for processing in the information system within the scope of their legal capacity, by email and according to the method as set forth by the regulations.
- (5) Information on records of issued securities (unique identification and codes of securities entered in the records, including members issuing said securities) shall be published by KDD on its website.

Article 10 Termination of the Member-Issuer Membership

- (1) A member-issuer membership shall terminate upon deletion of all securities regarding which the said member is registered as the issuer from the central registry.
- (2) The member-issuer membership shall terminate also if the issuer is excluded by KDD. As regards the reasons and procedure of exclusion, the provisions laying down the denial of a membership request shall reasonably apply. In the event of the exclusion of a member-issuer, KDD shall delete all the securities issued by the said member from the central registry.
- (3) KDD shall be obliged to inform the Agency of the termination of the issuer membership.

3.3 SYSTEM MEMBERS

Article 11 Acquisition of a Status of a System Member

- (1) Every person from any of the Member States may become a system member if they meet the requirements set forth in home legislation as well as the terms set forth herein. Persons that are not from Member States may become system members only when KDD supplements the rules hereunder with additional terms and requirements arising out of a range of additional potential risks.
- (2) A person that would like to become a system member:
 - 1/ has to have a status of a taxpayer in accordance with the law governing the tax procedure, or they shall make sure that another KDD system member that has the status of a taxpayer acts for their account as a commission agent; in the case set forth under Paragraph 5, Article 12 hereof, this condition must be met by a system member that is in a direct relationship with KDD as regards payments from securities;
 - 2/ shall ensure the use of a dedicated cash account (DCA) in the TARGET2 system, whereby they shall have a separate DCA should they wish to participate in the settlement of stock exchange transactions;
 - 3/ shall undergo a comprehensive risk assessment in compliance with Article 89 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards, as set forth under Paragraph 4 hereunder.
- (3) It shall be presumed that conditions set forth in home legislation are met by a person that performs regulated activities in compliance with a specific law, unless there is a process under way that would negatively affect the right of that person to perform the said regulated activity.
- (4) A person that meets the requirements for a system membership under Paragraphs 1 and 2 hereunder may be denied access to membership by KDD if KDD performs a comprehensive risk assessment in compliance with Article 89 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards, and the assessment shows that the person is not capable or eligible to be a system member. In order to perform the

comprehensive risk assessment, KDD may request from the person that wishes to become a system member to provide proof that they are able to ensure the confidentiality of the information, that they hold sufficient financial resources to meet their contractual obligations towards KDD, that they have the necessary operational ability, the appropriate risk-management expertise, that they understand the KDD rules related thereto and are able to ensure compliance therewith, and that they have a business continuity policy and a disaster recovery plan. When assessing operational risks, KDD may take into account the question of whether the granting of access to the system membership requires KDD to undertake significant changes of its operations.

- (5) KDD shall deal with the request for the system membership swiftly and in a non-discriminatory manner, and shall inform the applicant of its decision within one month.
- (6) A person that believes their request for the system membership was denied by KDD without any justifiable reasons shall have a right to lodge a complaint within one month of the receipt of the KDD decision. The complaint shall be lodged in the format set out in the Commission Implementing Regulation (EU) 2017/394 of 11 November 2016 laying down implementing technical standards in accordance with the Regulation. KDD shall communicate the complaint to the Agency.
- (7) If, following the consideration of the complaint, the Agency issues an order requiring that KDD grants the system membership to the appellant, KDD shall be obliged to do so within a period set out under Paragraph 9, Article 90 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards.
- (8) Irrespective of the provisions of paragraphs hereinabove, KDD shall not control the fulfilment of conditions in case of system memberships of the Bank of Slovenia, central banks of another Member State or of the Central European Bank.
- (9) System membership status is acquired by entering into a membership agreement with KDD. KDD shall notify the Stock Exchange, the Agency, Bank of Slovenia and other system members of a new system member:

Article 12

System Membership Agreement

- (1) By entering into a system membership agreement, KDD undertakes to allow the respective system member to use the information system for the purpose of sending orders, parts thereof or other notifications to the central registry under the terms and in the manner set forth under the respective applicable version of these rules and regulations, while the system member undertakes to meet the obligations under the respective applicable version of these rules, regulations and price list.
- (2) A system member shall send orders, parts thereof or other notifications for processing in the information system within the scope of their legal capacity, by email and according to the method set forth by the regulations. This is where a system member can act in the role of a holder's member, pledge member or executive member. A system member shall act in the role of a holder's member when they submit orders, parts thereof or other notifications for the account of a holder or rather future holder (hereinafter: holder's member), they shall act in the role of a pledge member when they submit the above mentioned documents for the account of a pledge creditor or rather future pledge creditor (hereinafter: pledge member); they shall act in the role of an executive member when they submit the orders and notifications upon the authorisation from a judicial authority (hereinafter: executive member). A system member shall provide appropriate legal basis for every order, part of order or other notification submitted for processing in the central registry.
- (3) A system member shall harmonize their record of the balance of securities with data received from KDD on a daily basis. This data shall include the opening and closing

balance on a specific day as well as changes during the day. If requested, a system member shall have to submit to KDD data that is required by them to resolve any balance discrepancies.

- (4) A system member that would like to participate in the settlement of stock exchange transactions must meet all the requirements as well as make a required payment to the guarantee fund prior to their participation. A system member that would no longer like to participate in the settlement of stock exchange transactions may withdraw with a notice period of two months, commencing on the first day of the month following the month in which KDD received their written notice of withdrawal.
- (5) An individual system member may, subject to KDD's permission and within the scope of technical capacity of the information system, act as a holder of rights and obligations on their own behalf as well as for the account of another system member. If a system member acting for the account of another system member does so in their own name, then such a system member shall be in a direct relationship with KDD as regards the respective rights and obligations (a commission agent). If a system member acting for the account of another system member does so in the name of that system member, then such a system member shall not be in a direct relationship with KDD as regards the respective rights and obligations (a performing member/member's agent). This involves the central bank of another Member State or the European Central Bank agreeing with the exercise of rights or fulfilment of obligations in full by the Bank of Slovenia.
- (6) Should a system member or their client wish to have a direct connection to T2S (as a DCP – Directly Connected Party), they shall inform KDD thereof at least 12 months prior to commencing such use.
- (7) By entering into a system membership agreement or by continuation of the system membership, a system member gives prior express consent to KDD to put the lien on all securities owned by the said system member for its own account and to exercise the respective lien in order to guarantee the settlement of due obligations arising from the system membership.

Article 13 Supervision over System Members

- (1) KDD shall supervise system members in accordance with the provisions of the Regulation, technical standards arising therefrom and the Rules hereunder.
- (2) The supervision shall include the following:
 - 1/ KDD shall monitor whether a system member meets their obligations arising from the membership to KDD or to other system members in due time;
 - 2/ KDD shall have access to members' dedicated cash accounts (DCAs) in the TARGET2-Slovenia system;
 - 3/ KDD may request a system member to submit adequate evidence set forth under Paragraph 4, Article 11 hereunder to perform a comprehensive risk assessment;
 - 4/ KDD may request a system member to submit data on their clients or any other data that may affect the comprehensive risk assessment;
 - 5/ KDD may request a system member to enable them to see whether the said system member meets the requirements on the site where they perform their business processes related to the membership.
- (3) A system member must participate in periodical tests and reviews of the operational arrangements, policies and procedures that are planned and carried out by KDD in compliance with the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards.

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- (4) **A key system member** is a system member that meets at least two of the following criteria:
- 1/ the value of settlements in which the system member is involved in a six-month period exceeds 15% of the total value of settlements in the said period;
 - 2/ the distribution of securities in the accounts of the system member's clients is such that there is at least one client the value of whose securities represents at least 25% of the total value of all securities in all accounts recorded on the last day of a six-month period;
 - 3/ the system member assumes one of the member obligations on behalf of other members.
- (5) In order to provide adequate risk management, KDD may request a key system member to use a number of separate usernames and/or a number of separate member codes and/or other appropriate measures to mitigate risks.
- (6) Irrespective of the provisions of paragraphs hereinabove, KDD shall not supervise system members of the Bank of Slovenia, of the central banks of another Member State or of the Central European Bank.

Article 14 Temporary Restriction of Access to the Information System

- (1) If the Agency, Bank of Slovenia or another competent supervisory body of a Member State issues a temporary provision preventing a system member to use in part or in full the information system, KDD shall, following the receipt of notice of such provision, block access to the information system for the duration of the provision in due scope and within the scope of technical capacity.
- (2) If a system member is late with the payment of their obligations arising from the membership, if they do not enable or take account of the KDD supervision or if they do not provide data required for the comprehensive risk assessment, or if they are in breach of any other obligations under the applicable rules or regulations, including the allocation of the stock exchange transactions and provision of securities for the settlement of stock exchange transactions, KDD may block the said member from accessing the information system in part or in full.
- (3) Prior to blocking access to the information system in part or in full, KDD shall enable the said member to make known their view on the planned measure. Following partial or full blocking of access to the information system, KDD shall inform the respective member in an unequivocal manner of the conditions that need to be met for the reactivation of access. They shall also set a deadline for meeting the respective conditions.
- (4) The respective system member's obligations shall not terminate while their access to the system is temporarily suspended. KDD shall allow the member to use the information system again when the said member meets the conditions for the reactivation of access.
- (5) KDD shall inform the Stock Exchange, Agency, Bank of Slovenia and other system members of the temporary suspension, reactivation and reasons for such a measure.

Article 15 Termination of the System Membership

- (1) The status of a system member shall terminate upon withdrawal or exclusion.
- (2) A system member may withdraw from their membership with a statement of withdrawal, which shall become effective on the first day of the month following the month in which said member stops acting in the role of a holder's member, pledge member or executive member. If the system member participates in the settlement of stock exchange transactions, the period of notice cannot be shorter than two months.

- (3) KDD may exclude a system member if they fail to eliminate the causes for temporary restriction of access to the information system in the prescribed period of time or if the circumstances arise that justify the denial of access to the system membership.
- (4) As regards the exclusion procedure, provisions laying down the denial of the system membership request shall reasonably apply.
- (5) If a system member is excluded, KDD shall allow said member to use the information system within the scope necessary to cease all actions in the roles of a holder's member, pledge member or executive member.
- (6) Obligations of an excluded system member set forth under applicable rules, regulations and price list shall remain effective until the end of the month in which a system member stops acting in the role of a holder's member, pledge member or executive member.
- (7) KDD shall notify the Stock Exchange, the Agency, Bank of Slovenia and other system members of the withdrawal from membership or of the exclusion of a member.

Article 16

Procedure in the Event of System Member Insolvency

- (1) When KDD establishes that a system member is under an insolvency procedure, they temporarily suspend their access to the information system, cancel all orders or parts thereof that were submitted to the central registry by the said system member and not yet entered in the registry (Article 68 hereunder). KDD also informs the Stock Exchange, the Agency, Bank of Slovenia, the European Securities and Markets Authority (ESMA), the T2S operator, linked CSDs and other system members thereof. The notification submitted to the Agency and Bank of Slovenia shall also include statistical data on the securities and settlements related to the insolvent member in order to assess the implications of insolvency.
- (2) From the moment the access to the information system is temporarily suspended, KDD shall also retain all the amounts of money that would otherwise have been transferred to the system member due to the implementation of corporate actions, and pays those amounts in accordance with the instructions of the liquidator or another administrator as stipulated by law.
- (3) KDD shall not encroach upon orders that had been entered into the central registry prior to the temporary restriction of access to the information system. Following the implementation of the temporary restriction of access and irrespective of the provision under Paragraph 1 hereunder, KDD shall still enable:
 - 1/ the settlement of stock exchange transactions executed on the day when KDD finds out about the insolvency procedure or in days prior to that day, including the allocations;
 - 2/ the entry of orders in accordance with the instructions of the liquidator or rather the insolvency court;
 - 3/ the entry of orders in accordance with direct instructions of the holder of securities who is a client of the system member if such an obligation arises out of a direct legal relationship between KDD and the said holder as per the Regulation.

3.4 LINKED CSDS

Article 17

Linked CSD

- (1) The status of a linked CSD may be obtained by a central securities depository from a Member State that meets the requirements for the system membership and that submits an application for the establishment of a link in the format set out in the Commission Implementing Regulation (EU) 2017/394 of 11 November 2016 laying

down implementing technical standards in accordance with the Regulation. A central securities depository that would like to establish a link needs to cite the type of link they wish to establish (standard / customized). Persons that are not from Member States may become linked CSDs only when KDD supplements the rules hereunder with additional terms and requirements arising out of a range of additional potential risks.

- (2) KDD may deny the request for the establishment of a link to a central securities depository only if such a link would compromise the smooth and orderly functioning of financial markets or cause a systemic risk. Such a denial of request is possible only on the basis of a comprehensive risk assessment that needs to be carried out prior to the establishment of a link. Provisions of the rules hereunder regarding a comprehensive risk assessment in case of persons wishing to become system members shall also reasonably apply to the comprehensive risk assessment.
- (3) KDD shall deal with the request for the establishment of a link swiftly and in a non-discriminatory manner, and shall inform the CSD submitting the application of its decision within three months.
- (4) A CSD that believes their request for the establishment of a link was denied by KDD without any justifiable reasons shall have a right to lodge a complaint within one month of the receipt of the KDD decision. The complaint shall be lodged in the format set out in the Commission Implementing Regulation (EU) 2017/394 of 11 November 2016 laying down implementing technical standards in accordance with the Regulation. KDD shall communicate the complaint to the Agency.
- (5) If, following the consideration of the complaint, the competent authority within the meaning of the Regulation issues an order requiring that KDD grants the establishment of a link to the CSD, KDD shall be obliged to do so within a period set out under Paragraph 9, Article 90 of the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 supplementing Regulation regarding regulatory technical standards.
- (6) The status of a linked CSD is obtained by entering into a CSD link agreement with KDD. KDD shall notify the Stock Exchange, the Agency, Bank of Slovenia and other system members of a linked CSD.
- (7) The link agreement shall define at least the following:
 - 1/ the manner of providing protection against risks that may arise out of the link, including the assurance of the confidentiality of information, mutual communication, testing and mutual disclosure of information on potentially dubious service providers,
 - 2/ whether the linked CSD shall have an agent and how in this case a direct access of the linked CSD shall be enabled to securities maintained on a separate account on its behalf; the agent in this case may be a KDD system member that meets all the requirements based on the system membership,
 - 3/ the harmonization process in order to ensure the accuracy of records, including cases where corporate actions are implemented, whereby KDD undertakes to provide daily information on the opening and closing balance on a specific day as well as changes during the day,
 - 4/ whether the link will enable settlements against payment,
 - 5/ that the governance arrangements of the linked CSD will not affect the smooth provision of services by KDD,
 - 6/ application of law (in the event that several legal systems may apply, a clear distinction has to be made regarding their application and effect),

- (8) KDD shall review every link at least once a year in accordance with Paragraph 1, Article 48 of the Regulation, whereby they shall take into account all the relevant events occurring in the meantime.
- (9) The status of a linked CSD shall terminate upon the cancellation by CSD or by KDD. As regards the cancellation, provisions laying down the withdrawal from membership by a system member shall reasonably apply, while the reasons and the procedure of termination shall be governed by the provisions of the article herein governing the denial of a request for the establishment of a link.
- (10) KDD shall notify the Stock Exchange, the Agency, Bank of Slovenia and other system members of the termination of the status of a linked CSD.

3.5 STOCK EXCHANGE AND OTHER MARKET INFRASTRUCTURE

Article 18

Connection of the Stock Exchange and Other Market Infrastructure with KDD

The connection of the Stock Exchange and other market infrastructures as per Article 53 of the Regulation shall be governed by the provisions laying down the linked CSDs, except provisions governing:

- 1/ the fulfilment of conditions for the system membership (reasonable fulfilment of conditions for the issuer membership shall be required instead),
- 2/ the conclusion of an agreement with KDD (a protocol related to the operational details of access shall be concluded instead of an agreement).

3.6 COMPOSITION OF THE CENTRAL REGISTRY

Article 19

Accounts, Auxiliary Accounts, Sub-Accounts

- (1) The central registry is made up of securities accounts (hereinafter: accounts).
- (2) **An account** is a method of recording securities owned by the same person or entity.
- (3) The same person or entity may hold several accounts.
- (4) **An auxiliary account** is a method of recording the number of securities for a specific purpose.
- (5) An auxiliary account does not have an owner.
- (6) **A sub account** is a method of recording encumbrances relating to securities crediting said account.

Article 20

Classification of Securities

- (1) To classify individual types (genus) of convertible securities, a unique identification shall be assigned to securities based on the relevant international standard. In addition to the unique identification, KDD may also assign a unique short name to an individual type of convertible securities, which shall be in compliance with the relevant international standard, as well as unique short code.
- (2) The unique identification number, unique short code and unique short name of securities are assigned by KDD upon initial issue of securities. The unique identification number and unique short code of the same type of securities shall not change.
- (3) Upon request by an eligible person, KDD may also assign the unique identification number, the unique short name and unique short code to other convertible financial instruments that have not been issued as securities in the central registry.

Article 21

Maintaining an Account and Maintaining the Balance of Securities

- (1) Maintaining an account means:
 - 1/ maintaining statistical data on the account and

- 2/ the technical capacity of a system member to send orders, parts thereof and other notifications of the holder of said account, and the technical capacity of KDD to process the orders, parts thereof and other notifications in respect of said account.
- (2) **Maintaining the balance of securities** means recording the balance of securities based on respective entries pursuant to Article 15 of ZNVP-1 (issue, deletion, conversion and transfers of securities, and entries, changes, or deletion of encumbrances). An overdraft in the balance of securities, negative balance of securities or creation of securities in the accounts of holders shall not be allowed.
- (3) Maintaining the balance of securities includes verification and harmonization of the balance of securities in an individual account at the beginning and end of a specific day, taking into consideration also changes during that day.
- (4) The statistical data on the account include data that shall not be subject to change pursuant to Article 15 of ZNVP-1, such as data on the account holder, data on the pledge creditor, data on the type of account and on the system member maintaining the account.

Article 22 Types of Accounts in the Central Registry

- (1) Types of accounts are as follows:
 - 1/ a client account,
 - 2/ a house account,
 - 3/ a temporary account created due to the transformation of terminated registry accounts,
 - 4/ a dereliction account (Paragraph 2, Article 63 hereof),
 - 5/ a deposit-in-court account (Paragraph 3, Article 64 hereof).
- (2) **A client account** is an account maintained by an appointed system member.
- (3) **A house account** is an account maintained by a system member with a balance of securities held by said system member for its own account. By entering the securities in credit of their house account, a system member gives express consent to KDD to put the lien on these securities in order to guarantee the settlement of the said system member's obligations in cases provided for in the Rules hereunder.
- (4) **A temporary account** is a transitive account that is not maintained by any system member and an account that is legally required to be debited for the transfer of all securities.
- (5) Special types of client accounts include:
 - 1/ **a portfolio account** maintained by a holder's member for those securities that the respective member is rendering securities management services for on behalf of the account holder;
 - 2/ **a custody account** maintained by a holder's member having a custody relationship with the holder;
 - 3/ **a fiduciary account** maintained by a holder's member on behalf of the holder that holds securities credited to said account for the account of third parties;
 - 4/ **a pledge account** maintained by a pledge member for those securities that the same member has pledged to the same pledge creditor;
 - 5/ **a takeover account** (Paragraph 2, Article 48 hereof).
- (6) A dereliction account and a deposit-in-court account shall be maintained by KDD.

Article 22.a Protection of Securities

- (1) The KDD securities are registered in a client account with a selected system member. Irrespective of the type of account that is credited with the entry of

securities, the securities of system members and of other holders are held separate from the KDD securities, whereby the securities of system members and of other holders are protected for cases of insolvency procedures brought against KDD.

- (2) Considering the applicable provisions of the Financial Operations, Insolvency Proceedings and Compulsory Winding-up Act, neither system members nor other holders of securities are obliged in the event of an insolvency procedure brought against KDD to give notification of their right of exclusion or rather their right to separate satisfaction on the securities that they hold or are entitled to.
- (3) System members and their clients may choose between separate ownership of securities for an individual client and collective ownership of securities for all clients together, taking into account their preferences and legal restrictions (Article 296 of ZTFI-1). Collective (fiduciary) ownership of securities may require a client to use legal means or other legal actions in the event of an insolvency procedure brought against the account holder, depending on the provisions of the insolvency law applicable to the account holder.
- (4) The pricing policy of KDD should be such as to facilitate separate ownership of securities of system members' clients.

Article 23 Technical Settlement Accounts in T2S

- (1) Every client account and every house account is mapped to exactly one technical settlement account in T2S.
- (2) If a holder does not request their account to be mapped to a technical settlement account in T2S to which no other client or house account has been mapped (1:1 method of mapping), KDD shall map the account to a technical settlement account belonging to the system member maintaining the holder account (N:1 method of mapping).
- (3) All temporary accounts are mapped to one technical settlement account in T2S (N:1 method of mapping). A dereliction account and a deposit-in-court account shall also be mapped to one technical settlement account in T2S.
- (4) Balances on accounts in the central registry must correspond to the balances on technical settlement accounts in T2S.

Article 24 Types of Auxiliary Accounts in the Central Registry

- (1) Types of auxiliary accounts are as follows:
 - 1/ a joint account;
 - 2/ a transitive account;
 - 3/ a control account and
 - 4/ a summary account.
- (2) **A joint account** is used to record the number of securities that constituted the subject of a stock exchange transaction, entered into in trading for a joint account.
- (3) **A transitive account** is used to record the number of securities that constitute the subject of issue, deletion or conversion.
- (4) **A control account** is used to record the opposite (negative) number of securities that constitute the subject of issue.
- (5) A special type of joint account used in relation to stock exchange transactions concluded in trading by the same stock exchange member for a joint account of holders of custody accounts in relation to which the same system member acts as the custodian is a **joint custodian account**.

- (6) **A summary account** is used to record the accounts in the central registry with the N:1 method of mapping and which are mapped to the same technical settlement account in T2S.

Article 25 Data on Account Holders

- (1) The following data is maintained on an account holder:
- 1/ unique identification of a holder which can be assigned to only one holder;
 - 2/ (in addition to item 1) if the holder is a private individual: their name and surname and address of permanent residence; if the holder is entered into the central population register, the address of permanent residence shall be the address that was communicated as such to KDD by the central population register and no other address was later communicated;
 - 3/ (in addition to item 1) if the holder is a legal entity: the name of the company and its business address;
 - 4/ (in addition to item 1) if the holder is a group of assets with limited legal capacity: the name or designation of the group of assets, and data from items 1 to 3 hereinabove on the manager, umbrella fund or legal representative of the group,
 - 5/ (in addition to item 1) tax ID number,
 - 6/ (in addition to item 1) if the holder is a legal entity that is issued with the international legal entity identifier (LEI): LEI that is assigned by KDD or by another local operating unit (LOU) within the GLEI (Global LEI) system.
- (2) The unique identification of a holder under item 1 shall be as follows:
- 1/ if the holder is entered into the central population register: their personal ID number;
 - 2/ if the holder is entered into the business register: their registration number;
 - 3/ if the holder is not entered in the population register or the business register: KID.
- (3) KID is a unique identification number assigned by KDD to a holder upon request of a member that wants to open or maintain an account on said holder's behalf.
- (4) Other data on an account holder may also be maintained in compliance with the provisions of the General Data Protection Regulation (*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC*) and the rules hereunder.
- (5) The initial entry of data on the account holder is performed upon opening an account.
- (6) The provisions hereunder shall also be reasonably applied to other eligible parties.
- (7) The international Legal Entity Identifier (LEI) may also be assigned and maintained by KDD upon request by an entity that is not an account holder.
- (8) Irrespective of Item 1, Paragraph 1 hereunder, the holder of a fiduciary account shall be registered in the central registry with an assigned KID, which shall be assigned for the purpose of holding a fiduciary account. In addition to the name and surname or company name of the holder of the fiduciary account, the »fiduciary account« appendix will also be maintained.

Article 26 Changes to Data on Account Holders

- (1) KDD shall regularly change the data on account holders based on communications from competent authorities pursuant to Paragraph 4, Article 14 of ZNVP-1.

- (2) KDD shall amend other data based upon request of a system member maintaining an account on behalf of a holder.
- (3) The provisions hereunder shall also be reasonably applied to other eligible parties.

Article 27 **The Double-Entry Rule**

All entries in the central registry are made by the double-entry accounting method, where every transfer of securities in the credit of a certain securities account shall also be recorded as a debit on another securities account.

4 **CORPORATE ACTIONS**

4.1 GENERAL PROVISIONS

Article 28 **Obligation of Implementation through KDD or KDD Notification**

- (1) Corporate actions are actions of a member-issuer of book entry securities which, pursuant to law and these rules, have to be performed through KDD or of which the member-issuer shall be obliged to inform KDD.
- (2) When the applicant lodging an application for a corporate action is a third party and not a member-issuer, the provisions of these Operations rules governing the obligations of a member-issuer regarding corporate actions shall reasonably apply to third parties.
- (3) Every transfer of securities planned within a corporate action shall be implemented:
 - 1/ only after the securities have been transferred between technical settlement accounts in T2S; the transfer of securities between the T2S technical settlement accounts shall not be a prerequisite for the transfer of securities within a corporate action if the latter does not require changes in the balance of securities in technical settlement accounts in T2S and will thus not result in different balances of securities in accounts in the central registry and technical settlement accounts in T2S, and
 - 2/ when the transfer is to be implemented against due payment: when the transfer of securities is implemented simultaneously with the transfer of a corresponding sum of money between the DCAs of system members or KDD.
- (4) KDD shall not be liable for damages as regards the following:
 - 1/ the provision or non-provision of notifications of corporate actions to system members, and the contents of communicated notifications,
 - 2/ the accuracy of information obtained from the records maintained by KDD during the implementation of a corporate action and regarding the securities involved in the corporate action, unless the information was provided by an entity responsible for the implementation of the corporate action and related to the very implementation thereof.

Article 29 **Key Dates for Implementation of Corporate Actions**

- (1) Key dates to implement certain corporate actions shall be as follows:
 - 1/ key date to designate persons involved in an individual corporate action (record date);
 - 2/ the day of the notification of KDD system members of a corporate action (notification date);
 - 3/ the last day of stock exchange trading in a security involved in a corporate action (the last day of trading);
 - 4/ key date regarding the separation of individual claims from securities these claims arise from; transactions regarding securities involved in a corporate action concluded on this day or later shall be considered to be concluded without the

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- respective claim from securities that are the subject of the corporate action (the date without a claim);
- 5/ the first and the last day for communicating the selection, the day of guaranteed influence of the buyer on the selection within the corporate action and the day of communicating the buyer's selection to the seller;
- 6/ the date of the implementation of the corporate action (implementation date).
- (2) The balance of entries on the record date is the balance of entries upon closing of the information system on that day.
- (3) When determining key dates for the performance of individual corporate actions, a member-issuer or any other applicant for a corporate action shall be obliged to take into consideration the potential statutory or regulatory restrictions, as well as the restrictions below:
- 1/ the notification date shall be at least four business days prior to the record date;
- 2/ the last day of trading shall be two business days prior to the record date;
- 3/ the date without a claim shall be one business day prior to the record date;
- 4/ the implementation date shall be, insofar as possible, one business day following the record date;
- 5/ the first day for communicating the selection shall be at least ten business days prior to the last day for communicating the choice;
- 6/ the last day for communicating the selection shall be, insofar as possible, one business day prior to the day of publication of the outcome and the implementation date;
- 7/ the day of guaranteed participation of a buyer in the selection shall be at least three business days prior to the last day for communicating the selection;
- 8/ the date of communicating the buyer's selection shall be two business days following the day of guaranteed participation of the buyer in the selection.
- (4) When a member-issuer wishes to implement a corporate action through KDD and that action is not the action under Paragraph 1 of Article 37 of ZNVP-1, the member-issuer shall not be bound by provisions hereunder regarding key dates for the implementation of corporate actions.

4.2 GENERAL MEETING OF HOLDERS

Article 30 General Meeting of Holders

A member-issuer shall be obliged to inform KDD in a manner set forth herein of the planned general meeting of holders of securities and of the general meeting itself, of the extension of the agenda, of any cancellation of the general meeting and of decisions adopted at the general meeting.

4.3 ISSUE OF SECURITIES

Article 31 Issue of Securities

- (1) The issue of securities is a corporate action within which the persons involved obtain securities whereby their existing securities are not deleted.
- (2) Securities are issued once they are debited to a transitive account and credited to a holder's account. KDD shall be obliged to check and make sure that the number of issued securities equals the sum of issued securities by holder accounts. In the event of unauthorized issue or deletion of securities, KDD shall be obliged to resolve the matter as soon as possible. Should KDD fail to resolve the matter by the start of the next business day, they shall temporarily suspend all settlements of the respective securities until the problem is resolved. They shall also inform the respective member-issuer, system members, the Agency, Bank of Slovenia, the T2S operator, linked CSDs and the Stock Exchange of the suspension.

- (3) The provisions of these rules and regulations on the issue of securities shall also reasonably apply in the event when a member-issuer hands over to the existing holders of certain types of securities with regard to their ownership of the said security the previously issued securities, whereby their existing securities are not deleted.

Article 32 Method of Issue of Securities

- (1) Securities may be issued both to the existing holders of certain types of securities with regard to their ownership of the said security and to individually appointed persons regardless of their existing ownership of securities.
- (2) If securities are issued with regard to the already existing ownership, they are issued simultaneously. If securities are issued regardless of the already existing ownership, they may be issued either simultaneously or subsequently.
- (3) Securities are issued simultaneously through a transitive account maintained by KDD, while subsequently they are issued through a transitive account maintained either by KDD or a system member.
- (4) With an initial issue of a certain type of securities, KDD shall enter said securities in the records of issued securities (Article 42 of ZNVP-1).

Article 33 Simultaneous Issue

- (1) With a simultaneous issue of securities, KDD credits a transitive account for the entire quota of securities that constitute the subject of issue, and transfers them in debit of the transitive account and in credit of:
 - 1/ accounts of existing holders of certain types of securities, or
 - 2/ accounts of persons or entities designated by a member-issuer regardless of their ownership of securities.
- (2) If the simultaneous issue is implemented proportionately to the existing ownership of securities and the holders thereof are entitled to a payment for some part of the quota in the event of unrounded ratio, KDD transfers the securities in credit of the accounts of eligible persons as well as makes payments for parts of quotas. Provisions of the rules and regulations hereunder regarding payments as corporate actions shall also reasonably apply to payments under this article.

Article 34 Subsequent Issue

- (1) With a subsequent issue of securities, KDD credits one or several transitive accounts for the entire quota of securities that constitute the subject of the respective issue.
- (2) Transfers of securities in debit of a transitive account and in credit of the account of a respective person are performed by KDD based on bilateral orders, whereby the delivery part of the order is sent to the central registry by KDD or the system member maintaining said transitive account, while the receipt part of the order is sent by the system member maintaining an account of the respective person.

Article 35 Key Dates for the Implementation of Issue

- (1) The request for the issue of securities by a member-issuer shall be in writing and it shall contain the notification date and date of issue of securities.
- (2) If securities are issued in credit of accounts of existing holders of certain types of securities (i.e. in view of the existing ownership), the request for the issue of securities by a member-issuer shall also contain the record date, the implementation date (date of issue) and the date without a claim.
- (3) If the issue of securities depends on the selection that needs to be made by the existing holder of a certain type of securities, the request for the issue of securities by a member-issuer shall also contain the first and the last day for communicating the selection, the day of guaranteed participation of a buyer in the selection and the date of communicating the buyer's selection.

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- (4) Key dates given in the request shall not be binding on KDD. KDD shall take them into consideration within the scope of CASG/CAJWG standards and within their own capability.

Article 36 **Special Rules for Certain Issues**

- (1) If securities are issued due to the conversion of paper (materialized) securities, the latter need to be submitted to KDD prior to the transfer of securities in credit of the accounts of respective persons.
- (2) If securities are issued due to changes in the legal organizational form of a member-issuer or in the event when rights that are the subject of incorporation in securities have already been subject to legal transactions, the request for the issue of securities by a member-issuer shall contain information on potential encumbrances entered in the newly issued securities.

4.4 DELETION OF SECURITIES

Article 37 **Deletion of Securities**

- (1) Deletion of securities is a corporate action within which the securities of persons involved are seized whereby the respective persons do not obtain any other securities instead.
- (2) Securities are deleted once they are debited to a holder account and credited to a transitive account for deletion.
- (3) The provisions of these rules and regulations on the deletion of securities shall also reasonably apply in the event when the securities of holders are seized or when they hand over the securities in exchange for payments whereby they do not obtain any other securities instead. Provisions of the rules and regulations hereunder regarding payments as corporate actions shall also reasonably apply to payments under this article.

Article 38 **Method of Deletion of Securities**

- (1) Securities may be deleted in part or in whole, and they may be deleted for all existing holders or only for individually designated holders. If securities of all the existing holders are deleted, they are deleted simultaneously. If only securities of individually designated holders are deleted, they may be deleted either simultaneously or subsequently.
- (2) Securities are deleted simultaneously through a transitive account maintained by KDD, while subsequently they are deleted through a transitive account maintained either by KDD or a system member.
- (3) Only securities free from encumbrances may constitute the subject of subsequent deletion.

Article 39 **Simultaneous Deletion**

- (1) With simultaneous deletion, KDD transfers securities that constitute the subject of deletion in debit of:
- 1/ the accounts of all the existing holders, or
 - 2/ the accounts of individually designated holders
- and in credit of the transitive account.
- (2) If the simultaneous deletion is implemented due to the maturity of the last obligation from securities, KDD transfers the securities in debit of the account of holders as well as makes payments of these obligations. Provisions of the rules and regulations hereunder regarding payments as corporate actions shall also reasonably apply to payments under this article.

Article 40 **Subsequent Deletion**
With subsequent deletion, KDD transfers securities in debit of the holder account and in credit of the transitive account for deletion based on a bilateral order, whereby the receipt part of the bilateral order is sent to the central registry by KDD or the system member maintaining said transitive account, while the delivery part of the order is sent by the system member maintaining the holder account.

Article 41 **Key Dates for Implementation of Deletion**

- (1) The request for the deletion of securities by a member-issuer shall be in writing and it shall contain the notification date, the last day of trading, the record date and the implementation date (date of deletion of securities).
- (2) If the deletion of securities depends on the selection that needs to be made by a holder, the request for the deletion of securities by a member-issuer shall also contain the first and the last day for communicating the selection, the day of guaranteed participation of a buyer in the selection and the day for communicating the buyer's selection.
- (3) Key dates given in the request shall not be binding on KDD. KDD shall take them into consideration within the scope of CASG/CAJWG standards and within their own capability.

4.5 CONVERSION OF SECURITIES

Article 42 **Conversion of Securities**

- (1) Conversion of securities is a corporate action by which the persons involved obtain securities in exchange for the existing securities that are seized (mandatory conversion) or for securities they themselves hand over (voluntary conversion).
- (2) Securities are converted when the securities converting the seized ones are issued.
- (3) Issue of securities or handover thereof as a result of conversion shall be reasonably subject to application of provisions under section 4.3. hereof, while deletion or seizure of securities as a result of conversion shall be reasonably subject to provisions under section 4.4. hereof.

4.6 TAKEOVER

Article 43 **Takeover and Application of Provisions**

- (1) A takeover is a corporate action pursuant to ZPre-1 which can be implemented by holders handing over their securities in exchange for payment (Paragraph 3 of Article 37 hereof) or as a corporate action of securities conversion (Article 42 hereof).
- (2) The takeover and procedures regarding the KDD services related to a takeover bid shall be governed mutatis mutandis by relevant provisions of sections 4.3. and 4.5 of the Rules hereunder, unless otherwise provided in this section.
- (3) When the accepting party in compliance with Item 1, Paragraph 1 of Article 3 of ZPre-1 is not the holder of securities, but some other person entitled to hold the securities, the provisions hereunder regarding the actions of the holder as the accepting party and regarding the accounts of the holder as the accepting party shall apply mutatis mutandis.
- (4) The provisions hereunder on monetary or substitute takeover bids shall reasonably apply to a combined, alternative or subsequent takeover bid.

Article 44 **Obligation of Notification**

- (1) The acquirer shall inform KDD in the manner set forth in the regulations and no later than the following business day of circumstances and events relevant to the correct and accurate performance of services with respect to a takeover bid (such as the withdrawal from a take-over intention, the issue of a license for a takeover bid,

the modification of the takeover bid, the cancellation of the takeover bid, the extension of the deadline for acceptance of the takeover bid, the measures of the Agency in the control procedure for the implementation of the takeover bid, etc.)

Article 45 Authorized Member

- (1) **An authorized member** is a system member authorised under a contract with the acquirer to perform legal acts in the name and on behalf of the acquirer and in its account in the procedure of the takeover bid (Article 23 of ZPre-1).
- (2) In relation to KDD, actions or omissions of the authorized member shall be considered as actions or omissions of the acquirer.

Article 46 Due Monetary Amount or Bank Guarantee

- (1) The amount of money that the acquirer must deposit in credit of the fiduciary account prior to the announcement of a takeover bid according to Article 36 of ZPre-1 or the amount of bank guarantee which substitutes the deposited amount of money shall be calculated as follows:
 - 1/ consideration shall be taken of all the issued securities of the target company with unique identification provided by the acquirer, as well as the additional amount of securities which could, according to KDD data, be issued prior to the expiry of the deadline for the acceptance of a takeover bid (e.g. the amount of securities that could be issued for joined partial rights, for unconverted printed documents or for share capital increase, entered in the court register);
 - 2/ securities owned by the acquirer or by persons acting in concert with the acquirer within the meaning of ZPre-1, and that are deposited with KDD, shall be deducted from the total number of securities under Item 1 hereof.
- (2) Deposit of securities from Item 2 Paragraph 1 shall be performed through their transfer in credit of the KDD securities fiduciary account. If the securities are encumbered, the deposit shall be applicable when it has been ensured that the takeover bid regarding these securities cannot be accepted.
- (3) KDD shall inform the acquirer of the required amount of money or bank guarantee under Paragraph 1 above, and issue them with a certificate of deposit.
- (4) Provisions of this Article shall apply mutatis mutandis to deposits of additional amounts in the event of a higher price offered subsequently (Item 3, Paragraph 3, Article 30 of ZPre-1).

Article 47 Required Number of Substitute Securities

- (1) With regard to a substitute takeover bid the subject of which are substitute securities, the calculation of the total number of such securities which have to be deposited prior to the announcement of the takeover bid according to Article 37 of ZPre-1, the notification of the acquirer of the required number of substitute securities and the issue of a certificate of deposit shall be subject to reasonable application of Article 46 hereof.
- (2) If the product of the number of securities of the target company that are not deposited with KDD in accordance with Article 46 hereof and the offered conversion rate is not a whole number, the next whole number higher than the product shall be applied.
- (3) If the substitute securities have been previously issued, the acquirer shall deposit them by crediting the KDD securities fiduciary account.
- (4) Deposit of substitute securities shall be suitable only if securities are free of any encumbrances.

Article 48 **Ensuring Conditions for Transfer of Target Company Securities in Credit of Takeover Accounts**

- (1) When KDD receives a copy of the licence and of the prospectus for a takeover bid, it shall enable transfers of securities of the target company to be made in the central registry in credit of the accepting party's takeover accounts from the date of entry into force of the takeover bid.
- (2) **A takeover account** is a client account credited with the transfer of securities of the target company that are the subject of the accepting party's notice of acceptance of the takeover bid.
- (3) KDD shall temporarily disable the transfer of securities of the target company in credit of the accepting party's takeover accounts if the Agency issues an order to remedy the violations in the takeover bid supervisory procedure. The transfer of securities is enabled when the Agency issues a notice that such violations have been remedied.
- (4) KDD shall disable the transfer of securities of the target company in credit of the accepting party's takeover accounts:
 - 1/ following the expiry of the deadline to accept the takeover bid;
 - 2/ if the Agency cancels the takeover bid procedure, or
 - 3/ if the takeover bid is withdrawn.

Article 49 **Transfer of Securities in Credit of a Takeover Account**

- (1) The accepting party's system member shall send the order for transfer of securities to the central registry in credit of the accepting party's takeover account based on the accepting party's statement on accepting the takeover bid.
- (2) The accepting party's system member shall provide the authorised member with the accepting party's statement of accepting the takeover bid as set forth in the regulations along with the sending of the order as set forth under Paragraph 1 hereinabove. KDD shall enable authorized members to access data on accepting parties and on the number of securities with regard to which the accepting parties have accepted takeover bids.
- (3) Securities shall be considered to be eligible for transfer in credit of the accepting party's takeover account only if they are not encumbered or if they are encumbered with entries of such nature that they expire upon transfer of securities to the acquirer.
- (4) The accepting party can no longer hold the securities entered in credit of the takeover account.

Article 50 **Non-Validity of the Notice of Acceptance of the Takeover Bid**

- (1) The statement on accepting the takeover bid shall be considered as null from the beginning:
 - 1/ if securities credited to a takeover account require an entry of encumbrances for which a prohibition of disposal does not constitute an impediment;
 - 2/ if the selection demanded by a system member pursuant to Paragraph 6 of Article 69 hereunder needs to be put into effect.
- (2) In the case specified under Paragraph 1, KDD shall debit the takeover account and credit any account that was previously debited.

Article 51 **Procedures in the Event of Successful Takeover Bid**

When the Agency determines by ruling under Article 56 of ZPre-1 that a takeover bid is successful, the following shall be observed:

- 1/ in the event of a monetary bid: KDD shall calculate the amount of the payment claim an individual accepting party is entitled to with regard to securities in the respective

takeover account, and transfer the sum in the credit of the DCA account of the system member maintaining the respective takeover account;

- 2/ in the event of a substitute bid: KDD shall calculate the quantity of substitute securities an individual accepting party is entitled to and (i) transfer them in debit of the KDD securities fiduciary account or rather (ii) issue them in credit of the accounts of accepting parties pursuant to Paragraph 3 of Article 58 of ZPre-1;
- 3/ following the fulfilment of obligations under item 1 and 2 above: KDD shall transfer the securities of the target company in debit of takeover accounts and in credit of the acquirer's account, and reimburse the acquirer for any surplus of deposited funds or previously issued substitute securities as well as any deposited and unused bank guarantees.

Article 52 Procedures in the Event of Unsuccessful Takeover Bid

When the Agency determines by ruling under Article 56 of ZPre-1 that a takeover bid is not successful, the following shall be observed:

- 1/ KDD shall reimburse the acquirer for any deposited amounts or bank guarantees as well as substitute securities that were deposited in credit of the KDD securities fiduciary account;
- 2/ KDD shall transfer the accepting party's securities in debit of takeover accounts and in credit of accounts previously debited with transfers of respective securities.

Article 53 Reimbursement of Deposited Securities

Following the fulfilment of obligations under item 3 of Article 51 hereof or obligations under item 2 of Article 52 hereof, KDD shall reimburse securities that were deposited under Paragraph 2 of Article 46 hereof.

Article 54 Competitive Takeover Bid

- (1) For procedures regarding the competitive takeover bid, the provisions hereunder regarding a takeover bid (hereinafter: first takeover bid) shall apply mutatis mutandis, unless otherwise provided by the following provisions.
- (2) When the accepting party accepting a competitive takeover bid has already accepted the first takeover bid regarding the same securities, the accepting party's system member shall, pursuant to accepting party's notice of the acceptance of the competitive takeover bid, send to the central registry an order for the transfer of securities in debit of the accepting party's takeover account regarding the first takeover bid and in credit of the accepting party's takeover account regarding the competitive takeover bid.
- (3) In the case set forth under Paragraph 2 hereinabove, the accepting party's statement on accepting the first takeover bid shall be considered as null from the very beginning.

4.7 PAYMENTS

Article 55 Payments from Securities

- (1) Payment from securities is a corporate action on the basis of which persons involved are entitled to any monetary amount from these securities without any changes to the balance thereof.
- (2) The payment from securities shall be performed by a member-issuer through KDD.

Article 56 Key Dates for Implementation of Payments

- (1) The request for the payment from securities by a member-issuer shall be in writing and it shall contain the notification date, the date without a claim, the record date and the date of payment. In the event of payments from debt securities, the date without a claim shall not be provided.
- (2) If the deletion of securities depends on the selection that needs to be made by a holder, the request for the deletion of securities by a member-issuer shall also

contain the first and the last day for communicating the selection, the day of guaranteed participation of a buyer in the selection and the day for communicating the buyer's selection.

- (3) Key dates given in the request shall not be binding on KDD. KDD shall take them into consideration within the scope of CASG/CAJWG standards and within their own capability.

Article 57 Methods of Payment from Securities

- (1) A member-issuer shall make sure that KDD receives the gross monetary amount in credit of the fiduciary account no later than by 9 a.m. on the date of payment. The amount shall be used for payments to all holders or other persons eligible for payments from securities.
- (2) The amount under the above paragraph shall be reduced for the amount of payments which, in view of the status of the holder or other eligible person, are not allowed by law or by an order of a state authority.
- (3) Gross amounts used for payments to eligible persons shall be transferred by KDD on the date of payment as follows:
 - 1/ in case of unencumbered securities: in credit of the corresponding DCA account of the holder's member;
 - 2/ in case of pledged securities: in credit of the corresponding DCA account of the pledge member when it comes to the first priority security interest; in case of payments from revenues, no consideration shall be given to liens entered in the central registry prior to the implementation of ZNVP-1A and containing a statement that the holder shall be eligible for revenues (if the pledged securities include only liens that were entered in the central registry prior to the implementation of ZNVP-1A and containing a statement that the holder shall be eligible for revenues and the payment from revenue is actually the case, then KDD shall transfer the payment in credit of the corresponding DCA account of a holder's member);
 - 3/ in case of securities encumbered with an order of execution: in credit of the corresponding DCA account of the executive member in the event of the first priority order of execution;
 - 4/ in case of pledged securities additionally encumbered with an order of execution: in accordance with item 2, save in the case of payments from revenues where all liens with higher priority than the order of execution had been entered in the central registry prior to the implementation of ZNVP-1A and contain a statement that the holder shall be eligible for revenues (in that case, KDD shall transfer the payment in credit of the corresponding account of the executive member);
 - 5/ in other cases: in credit of the corresponding DCA account of the holder's member.
- (4) Irrespective of Paragraph 3 hereunder, KDD may at their discretion make the payment directly to the eligible person if:
 - 1/ they have at their disposal sufficient funds for this purpose,
 - 2/ by making the payment they do not circumvent the KDD system member that is or should be appointed by the eligible person to maintain their account,
 - 3/ the eligible person cannot receive the payment from the member-issuer because they have transferred the funds to KDD.
- (5) KDD shall, upon request by a member-issuer, reimburse the latter for the amount that has not been paid in accordance with Paragraphs 3 or 4 hereinunder and that, in the opinion of KDD, cannot be expected to be paid (in cases of statute of limitations, cancellations, etc.). Reimbursement of the amounts does not reduce or

limit the right of the eligible person to request the payment to be made by the member-issuer.

- (6) Should the law governing the tax procedure require that a tax needs to be calculated, deducted and paid from the amount of payment, this shall be done by the system member receiving payment from KDD (in the event of payment under Paragraph 3 hereunder) or by KDD themselves (in the event of payment under Paragraph 4 hereunder).

5 TRANSFERS OF SECURITIES AND OTHER ENTRIES

5.1 GENERAL PROVISIONS

Article 58 Definitions and Application of Provisions hereunder

- (1) Transfer of securities shall mean movement of securities between different accounts, achieved by reducing the number of securities entered in a certain account, including the pledge account, and increasing the number of these same securities in another account, including the pledge account.
- (2) Other entries shall mean entries, changes and deletion of encumbrances within the same holder account.
- (3) This section shall apply to all transfers of securities, except for transfers of securities within corporate actions and transfers of securities within settlements of stock exchange transactions where the provisions of this section shall apply subsidiarily.

Article 59 Role of Orders

- (1) To implement transfers and other entries within a legal business framework, system members shall send to the central registry unilateral orders, delivery or receipt parts of bilateral orders in accordance with the law, the rules hereunder and regulations.
- (2) An order or a part thereof submitted to the central registry by a system member shall include all the component elements set forth under the regulations.
- (3) Transfers and other entries that are based on law or other enforceable decisions of state authorities and holders of public authorizations shall be processed pursuant to orders submitted to the central registry by KDD.
- (4) Provisions hereunder shall not diminish or preclude the right of KDD to send orders to the central registry by itself when such action is legally required or useful, unless prohibited by other provisions.

5.2 TRANSFERS

Article 60 Matching Orders

- (1) Transfer of securities between accounts is performed based on a bilateral order for such transfer.
- (2) A bilateral order for transfer is created when KDD matches the delivery and receipt part of an order for transfer of securities, which are complementary. The delivery and receipt part of an order are complementary when they are aligned in all the component elements set forth under the regulations. The limits of correspondence (tolerance) of individual components are set forth in the regulations.
- (3) The delivery part of the order is submitted to the central registry by:
 - 1/ the holder's member maintaining the account that is debited for the securities transfer;
 - 2/ the pledge member authorized for the entry of the delivery part of the order when it comes to the account that is debited for the securities transfer due to the entry of a lien;

- 3/ the pledge member maintaining the pledge account that is debited for the securities transfer due to the cancellation of a lien;
 - 4/ the pledge member included in the lien which shall be exercised with securities transfer;
 - 5/ the executive member authorized to sell securities encumbered with an order of execution;
 - 6/ KDD when transfer is made in debit of a temporary account.
- (4) The receipt part of the order is submitted to the central registry by:
- 1/ the holder's member maintaining the account that is credited for the securities transfer; or
 - 2/ the pledge member maintaining the pledge account that is credited for the securities transfer due to the entry of a lien.
- (5) In the event of transfer of securities in debit of a temporary account and in credit of the account maintained by the holder's member, it shall be deemed that KDD has automatically submitted the delivery part of the transfer order at the moment when the receipt part of the order was submitted to the central registry by the holder's member.

Article 61 Handling of Submitted Orders

- (1) Matching only applies to those orders or parts thereof that include all the elements set forth under the regulations, and that are submitted in the form set forth under the regulations. Verifying the compliance of orders or parts thereof is called validation.
- (2) Ineligible orders or parts thereof shall not be considered by KDD in matching orders. KDD shall attempt to match eligible (validated) orders or parts thereof.
- (3) The regulations state how long KDD attempts to match eligible orders or parts thereof. The regulations state when eligible yet unmatched orders or parts thereof are to be deleted.
- (4) Until KDD does not match due orders or parts thereof, the system member submitting said orders may cancel them.
- (5) Until a bilateral order for the transfer that is created by matching complementary parts of orders is not entered in the central registry (Article 68 hereof), the system members entering due parts of orders may cancel them by mutual agreement. The regulations state when a bilateral order for transfer may be cancelled unilaterally.

Article 62 Processing Transfers

- (1) KDD tries to process due transfer of securities based on a bilateral order initially after the order is generated, unless the order itself states that it should initially be processed only on a specific subsequent date.
- (2) Transfer of securities is processed:
 - 1/ if the account or sub-account that is set to be debited for the transfer has sufficient balance of eligible securities;
 - 2/ if securities have already been transferred between technical settlement accounts in T2S, save in cases when such transfer is not required because the transfer between accounts in the central registry would not result in different balances of securities in accounts in the central registry and technical settlement accounts in T2S nor would it result in changes in the corresponding DCAs of system members;
 - 3/ in the event that the transfer of securities is implemented against due payment of a purchase price: when the transfer of securities is implemented simultaneously with the transfer of a corresponding sum of money between the DCAs of

system members maintaining the securities accounts between which the transfer was implemented.

- (3) The securities are considered as eligible if they are of the type (unique identification and code as set forth under Article 20 hereinabove) set forth in the bilateral order and if they are not encumbered or if these encumbrances are of such nature that they do not constitute an impediment for transfer of securities or if they expire upon transfer of securities.
- (4) The regulations state how frequently, how long and in what order KDD tries to reattempt the transfer of securities if the conditions under Paragraph 2 hereinabove are not met upon initial attempt (recycling an order).
- (5) The regulations state when a bilateral order on the basis of which due transfer of securities failed shall be deleted.

5.3 SPECIAL TYPES OF TRANSFERS

Article 63

Dereliction

- (1) A holder of book entry securities has a right to irrevocably and perpetually renounce the unencumbered securities in their account (dereliction). They shall not be eligible for any compensation for derelict securities.
- (2) Securities registered in an account maintained by a system member shall be considered renounced by a legal entity:
 - 1/ which has been deleted from the court register for more than 1 year, and
 - 2/ which does not have a universal legal successor, and
 - 3/ if within 30 days following the date on which the system member has sent a letter of assumption under this paragraph to the last known address of the respective legal entity, there was no objection from anyone who would be willing to pay compensation due to the system member regarding the respective securities.
- (3) Dereliction of securities shall be performed as a transfer in debit of the holder's account and in credit of the dereliction account.
- (4) Derelict securities may be transferred by KDD in debit of the dereliction account and in credit of a special account the holder of which is company Kapitálska družba d.d.
- (5) Until securities of a specific type are credited to the dereliction account, the rights from said securities shall not be exercised, but they shall participate in corporate actions, save for payments and those corporate actions where active participation of a holder is required.

Article 64

Court Deposit

- (1) Securities may be deposited with court (deposit-in-court). Deposit-in-court of securities shall be subject to provisions of Code of Obligations and Non-Contentious Civil Procedure Act.
- (2) Holder of the securities account or a person who maintained or maintains holder's securities account and wants to achieve its close-down may act as the person proposing such a deposit.
- (3) Deposit-in-court of securities shall be performed by KDD as a transfer in debit of the holder's account and in credit of deposit-in-court account of the competent court if:
 - 1/ a legally binding court decision on admission to deposit has been issued;

- 2/ if the balance of securities is such that would, pursuant to Paragraph 3 of Article 62 hereof, make the securities eligible to be transferred between accounts of different holders, and
- 3/ if the person proposing the deposit has paid compensation for the transfer to the deposit-in-court account.

Article 65 Handling Securities in Deposit-In-Court

- (1) KDD tags securities in deposit-in-court so that it is always possible to see which procedures the securities have been deposited in, and separate them from securities deposited in other procedures.
- (2) The opposing party may acquire securities from deposit-in-court on the basis of a legally binding court decision on delivery from deposit-in-court, under the terms set in the respective court decision and following the payment of compensation for the transfer from the deposit-in-court account.
- (3) If securities are not acquired from deposit-in-court in 5 years from the finality of the court decision on deposit-in-court, KDD shall transfer said securities in credit of the account of the Republic of Slovenia under a legally binding court decision on prescription of right to take deposited securities.
- (4) Acquisition of securities from deposit-in-court shall be performed as a transfer in debit of the deposit-in-court account and in credit of eligible claimant's account. Due transfer shall be subject to provisions under these rules that apply to transfer of securities between accounts of different holders, whereby the delivery part of the order is entered in the central registry directly by KDD.
- (5) Until securities are credited to the deposit-in-court account, the rights from said securities shall not be exercised, but they shall participate in corporate actions, save for those corporate actions where active participation of a holder is required. A KDD system member acting on behalf of an eligible claimant may seek enforcement of rights not exercised during deposit-in-court, but only after the claimant acquires said securities.

5.4 OTHER ENTRIES

Article 66 Unilateral Order as the Basis

- (1) Entry, amendments or deletion of an encumbrance within the same holder account shall be performed on the basis of a unilateral order for such entry, amendment or deletion. A unilateral order shall be eligible if it includes all the component elements set forth under the regulations.
- (2) Paragraph 1 hereunder shall not apply when the deletion of an encumbrance results from the transfer of securities.
- (3) A unilateral order is submitted to the central registry by:
 - 1/ the holder's member maintaining the account that is credited with the entry of securities that are to be the subject of encumbrance in the case of the entry of a lien within the same account or the entry of a prohibition of disposal;
 - 2/ the holder's member maintaining the account that is credited with the entry of securities that are the subject of a prohibition of disposal in the event of deletion of this prohibition;
 - 3/ the pledge member in the event of changes in lien or deletion of the lien in relation to which the member acts as the pledge member, namely within the same account.

Article 67 Implementation of Entries Based on Unilateral Orders

- (1) KDD shall attempt to perform entries based on relevant orders or parts thereof under Article 66 once, namely directly after receiving the said order or parts thereof.

- (2) Entries, amendments or deletion of encumbrances shall be performed if the account or sub account where said entry is to be performed features sufficient balance of eligible securities. The securities are considered as eligible if they are of the type (unique identification and code as set forth under Article 20 hereinabove) set forth in the order or a part thereof and if they are not encumbered or if these encumbrances are of such nature that they do not constitute an impediment for desired entry, amendment or deletion.
- (3) KDD shall not consider illegible orders or parts thereof. Eligible orders or parts thereof on the basis of which the desired entry, amendment or deletion could not be made shall be deleted by KDD.

5.5 MOMENT OF ENTRY AND IRREVOCABILITY

Article 68

Moment of Entry and Irrevocability of Orders

- (1) A bilateral order for transfer shall be considered as entered in the central registry (Article 16 of ZNVP-1, Article 435 of ZTFI-1) when it serves as the basis for crediting the account to which the securities will be transferred.
- (2) A unilateral order for entry, amendment or deletion of encumbrances shall be considered as entered in the central registry (Article 16 of ZNVP-1, Article 435 of ZTFI-1) when it serves as the basis for an entry in the account that is credited with securities which the order refers to.
- (3) An order entered in compliance with Paragraph 1 or 2 hereof shall become irrevocable and final when it has been entered in the registry.
- (4) An order or a part thereof that also includes crediting or debiting the DCA and/or the technical settlement account in T2S shall be considered as entered when KDD has recognized it as eligible with regard to the rules applicable in T2S. It shall be considered irrevocable when it has received the status of a "matched instruction" in T2S, and final when it serves as the basis for crediting the DCA or rather the technical settlement account in T2S to which the securities are to be transferred. KDD shall consider the order or part thereof eligible with regard to the above written when it has received the "valid" status in T2S.

5.6 EFFECT OF CORPORATE ACTIONS ON ORDERS SENT TO CENTRAL REGISTRY

Article 69

Effects of Corporate Actions Regarding Sent Orders

- (1) A takeover corporate action (Paragraph 1, Article 37 of ZNVP-1) shall have an effect on the following orders related to securities of the same kind as the securities in the course of a corporate action:
 - 1/ order for transfer of equity securities that has not been settled on the record date if the trading day (i.e. the day of conclusion of transaction that shall be implemented with the transfer of securities and is designated as such in the order) is prior to the date without a claim;
 - 2/ order for transfer of equity securities that has been settled on the record date or prior to it if the trading day is on the same day as the date without a claim or after it;
 - 3/ order for transfer of debt securities that has not been settled on the record date although the anticipated date for the transfer of securities is on the same day as the record date or prior to it;
 - 4/ any other order which the system members marked as such when entering the orders or parts thereof in a manner set forth in the regulations.
- (2) The takeover corporate action shall affect orders under Paragraph 1 hereof in the following manner:

- 1/ in cases from Items 1 and 3 of Paragraph 1 hereunder, KDD establishes an obligation of a system member that has entered the delivery part of the transfer order for the account of deliverer towards a system member that has entered the receipt part of the order for the transfer of securities for the account of recipient;
- 2/ in cases from Item 2 of Paragraph 1 hereunder, KDD establishes an obligation of a system member that has entered the recipient part of the transfer order towards a system member that has entered the delivery part of the order for the transfer of securities;
- 3/ in cases from Item 4 of Paragraph 1 hereunder, KDD establishes an obligation between the two system members that have entered the delivery or rather receipt part of the order for transfer of securities, taking into consideration their designation (*ex/cum*);

each time in the manner and in the amount corresponding to the amount of delivery assigned to the securities that are the subject of a transfer order.

- (3) A conversion corporate action (Paragraph 1, Article 37 of ZNVP-1) shall have effect on orders related to securities of the same kind as the securities in the course of a corporate action and that were not settled on the record date.
- (4) The conversion corporate action shall affect orders from Paragraph 3 hereof in a manner so that KDD shall transform them with regard to the conversion ratio from the corporate action.
- (5) Irrespective of provisions from Paragraph 1 to Paragraph 4 hereof, a corporate action shall not have any effect on orders which the system members tagged when entering the orders or parts thereof for the account of their clients in a manner set forth in the regulations.
- (6) If the corporate action is such that it provides the possibility of selection (regarding the object the eligible person receives in a corporate action or regarding participation in the action) and an order has been sent to the central registry for the transfer of securities between accounts of different persons, whereby the day of guaranteed participation in the selection or the day following it was designated as the trading day, and the day prior to the last day for communicating the selection was designated as the anticipated settlement date, the system member submitting the receipt part of the order for the account of recipient may request from the system member submitting the delivery part of the order for the account of deliverer that their selection be implemented in the corporate action. Such a request shall be submitted by the system member submitting the receipt part of the order for the account of recipient directly to the system member submitting the delivery part of the order for the account of deliverer no later than one business day prior to the last day for communicating the selection. This shall be done by means of a form published on the KDD website.

6 SETTLEMENT OF STOCK EXCHANGE TRANSACTIONS

6.1 GENERAL PROVISIONS

Article 70 Application of Provisions hereunder

- (1) The provisions hereunder shall apply to fulfilment of obligations arising from stock exchange transactions (settlement of stock exchange transactions).
- (2) *deleted*
- (2) It is only those system members that made payments into the guarantee fund pursuant to these rules that shall participate in the settlement of stock exchange transactions.

- (3) Settlement of stock exchange transactions shall be subject to provisions under Article 68 hereof regarding the moment of entry and the irrevocability of orders.

Article 71 Definition of Terms

- (1) Terms used hereunder shall have the following meanings:
- 1/ **A settlement day** is the day on which the obligations, arising from stock exchange transactions executed on any particular trading day become due.
 - 2/ **A seller system member** is that system member who, in view of an individual stock exchange transaction, concluded the respective stock exchange transaction as a seller (and has not transferred their rights and obligations to another system member) or the one that has assumed the rights and obligations in relation to the transaction from another stock exchange member that concluded the business as a seller.
 - 3/ **A buyer system member** is that system member who, in view of an individual stock exchange transaction, concluded the respective stock exchange transaction as a buyer (and has not transferred their rights and obligations to another system member) or the one that has assumed the rights and obligations in relation to the transaction from another stock exchange member that concluded the business as a buyer.
 - 4/ **Net payment obligation of a system member** is the system member's (net debtor) financial obligation whereby the difference without taking into consideration any excluded stock exchange transactions:
 - / between the sum of all financial obligations arising from their purchase stock exchange transactions, concluded on a particular trading day, and
 - / the sum of all financial claims arising from their sales stock exchange transactions, concluded on a particular trading dayshall be positive, whereby the net sum of financial obligations of the system member shall be equal to the said difference.
 - 5/ **Net payment claim of a system member** is the system member's (net creditor) financial claim whereby the difference without taking into consideration any excluded stock exchange transactions:
 - / between the sum of all financial claims arising from their sales stock exchange transactions, concluded on a particular trading day, and
 - / the sum of all financial obligations arising from their purchase stock exchange transactions, concluded on a particular trading dayshall be positive, whereby the net sum of financial claims of the system member shall be equal to the said difference.
- (2) The provisions hereunder applicable to stock exchange transactions executed by a system member also apply when a stock exchange transaction is executed by a stock exchange member whose obligation is assumed by a system member.

Article 72 Entry of Data on Stock Exchange Transactions Into the Information System

- (1) The final trading report provided by the stock exchange to KDD shall include the following data on an individual stock exchange transaction, which is the subject of the said report:
- 1/ price;
 - 2/ type and quantity of securities which constitute the subject of the transaction;
 - 3/ system members which are party to the said transaction;
 - 4/ number of the seller's securities account, if it was entered into the stock exchange trading system, or rather data that the sales stock exchange transaction was part of a joint account trade; and

- 5/ number of the buyer's securities account, if it was entered into the stock exchange trading system, or rather data that the purchase stock exchange transaction was part of a joint account trade.
- (2) Based on the final trading report and exclusively based on this report, KDD shall enter data from Paragraph 1 hereof on stock exchange transactions concluded on a particular trading day into the information system no later than on the following trading day and by the hour set forth in the regulations.

Article 73

Buy-In and Sell-Out

- (1) **Buy-in** is the purchase of securities executed by KDD to remedy the default on a stock exchange transaction of a seller system member who failed to meet their obligation to properly and timely provide the conditions for the transfer of securities to the credit of the buyer's account in accordance with these rules.
- (2) **Sell-out** is the sale of securities executed by KDD:
- / either to settle the net payment obligation of a system member; or
 - / because the buyer system member is in creditor's delay to provide the conditions for the transfer of securities to the credit of the buyer's account in accordance with these rules.
- (3) KDD shall perform a buy-in or a sell-out in cases laid down hereunder and in the manner laid down by the regulations. Transfers of securities due to a buy-in or a sell-out shall be performed in credit or in debit of the KDD securities fiduciary account.

Article 74

Liability of System Members for Settlement of Obligations Arising From Stock Exchange Transactions

- (1) System members shall be obliged to provide the conditions for proper settlement of their obligations arising from stock exchange transactions in a timely manner pursuant to these rules.
- (2) System members shall be liable for the violation of their obligations arising from stock exchange transactions in a manner pursuant to these rules.
- (3) System members shall be liable for the settlement of obligations of other system members arising from stock exchange transactions in the scope and manner set forth herein.
- (4) **The guarantee fund** shall represent assets maintained by KDD in its own name and at its disposal for the account of system members participating in the settlement of stock exchange transactions.
- (5) **A guarantee fund bank account** is a bank account held by KDD and maintained by the Bank of Slovenia or another ESCB member, to the credit and debit of which payments to and from the guarantee fund are made. In relation to KDD creditors, the balance on the guarantee fund bank account and other assets constituting the guarantee fund shall be considered as assets of system members participating in the settlement of stock exchange transactions.
- (6) KDD shall not be liable for the settlement of obligations of system members arising from stock exchange transactions, although it shall undertake actions to enforce their liabilities.

6.2 ENSURING CONDITIONS FOR SETTLEMENT OF OBLIGATIONS

6.2.1 GENERAL

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- Article 75** **Principle of Simultaneous Fulfilment of Obligations**
The settlement of the obligation of transferring securities and paying the purchasing price shall be implemented on the principle of simultaneous fulfilment of obligations.
- Article 76** **Informative Calculation of Net Positions**
- (1) Based on data entered into the central registry information system pursuant to Article 72 hereof and in the manner set forth in the regulations, KDD shall make an informative calculation of net financial obligation or net financial claim for each system member involved in the settlement of stock exchange transactions.
 - (2) A net debtor system member whose net financial obligation in view of the informative calculation exceeds an amount laid down by the regulations shall credit the KDD's fiduciary cash account in the amount of the liquidity reserve calculated pursuant to the regulations as a security payment for their net financial obligation on the day and by the hour specified in the regulations.
- Article 77** **Seller System Member Obligation to Provide Conditions for Settlement of Obligations Regarding Transfer of Securities**
A seller system member shall provide conditions for the settlement of their obligation to transfer securities in relation to a certain stock exchange transaction on the date and by the hour set forth in the regulations:
- 1/ so that it enters the seller's account number either in the stock exchange trading system or in the central registry information system (through allocation); and
 - 2/ so that it makes sure that there is a sufficient amount of eligible securities in the seller's account (Paragraph 4, Article 82 hereof).
- Article 78** **Buyer System Member Obligation to Provide Conditions for Settlement of Obligations Regarding Transfer of Securities**
A buyer system member shall provide conditions for the settlement of their obligation to transfer securities which constitute the subject of the transaction in respect of a certain stock exchange transaction no later than on the settlement date and by the hour set forth in the regulations by entering the buyer's account number either in the stock exchange trading system or in the central registry information system (through allocation).
- Article 79** **Entry of Sellers' and Buyers' Account Numbers**
- (1) If Article 80 hereof does not state otherwise, system members shall ensure that the seller's account number (in sales stock exchange transactions) or the buyer's account number (in purchase stock exchange transactions) is entered into the stock exchange trading system.
 - (2) If a number which does not correspond to any holder account registered with a seller system member in the central registry has been entered in the stock exchange trading system as a buyer account or a seller account number when trading on account of a client in the stock exchange trading system, the stock exchange transaction shall be considered as having been concluded in trading for a joint account.
- Article 80** **Allocation of a Stock Exchange Transaction**
- (1) If a system member's sales transaction has been concluded in trading for a joint account (Paragraph 1, Article 275 of ZTFI-1), the system member shall allocate the transaction by entering in the central registry information system account numbers of sellers and quantities of securities, which are earmarked for transfer so as to debit the respective seller's account in order to settle the said transaction in such a way that the sum of quantities in individual sellers' accounts equals the quantity of securities in the sales transaction.
 - (2) If a system member's purchase transaction has been concluded in trading for a joint account (Paragraph 1, Article 275 of ZTFI-1), the system member shall allocate the transaction by entering in the central registry information system account numbers of buyers and quantities of securities, which are earmarked for transfer so as to

credit the respective buyer's account in order to settle the said transaction in such a way that the sum of quantities in individual buyers' accounts equals the quantity of securities in the purchase transaction.

- (3) If a system member's sales transaction has been concluded to exercise a lien entered within the same account, the said system member shall ensure that the entry of an offer for sale of the securities which constitute the subject of the lien shall be subject to this transaction being designated in the stock exchange trading system as a transaction concluded in trading for a joint account.
- (4) System members shall allocate the sales transaction under Paragraph 3 hereof by entering in the central registry information system the seller's account number, the sub-account number which includes the lien, the lien number and quantity of securities which are to be debited to this sub-account for the settlement of the transaction.
- (5) Provisions under Paragraphs 3 and 4 hereof shall also be applicable mutatis mutandis for sales transactions which are concluded by system members due to selling their securities in the process of enforcement proceedings based on a due decision issued by a court of enforcement or another competent state body.

Article 81 Invalid Allocation

- (1) Allocation under Paragraphs 1, 2 or 4 of Article 80 hereof shall be null:
 - 1/ if the system member has not entered all the necessary data; or
 - 2/ if the system member has entered their own house account number or the house account number of the stock exchange member conducting the stock exchange transaction instead of entering the seller's or buyer's account, except in the event of the allocation of a sales transaction in order to exercise a lien;
 - 3/ in the event of the allocation of a sales transaction in order to exercise a lien: if the sub-account encumbered with lien lacks a sufficient amount of eligible securities (Paragraph 4, Article 82 hereof); or
 - 4/ if the sum of quantities in individual sellers' or buyers' accounts does not equal the quantity of securities in the sales or rather purchase transaction.
- (2) KDD shall not take into consideration the null allocations under Paragraph 1 hereinabove. In such cases, it shall be considered that the system member did not allocate the stock exchange transaction and did not meet the requirements of providing conditions for transfer of securities pursuant to Item 1, Article 77 or rather Article 78 hereof.

Article 82 Reservation of Securities

- (1) KDD shall reserve a sufficient amount of eligible securities on the seller's account (Paragraph 4 herein), namely:
 - 1/ if the system member entered the seller's account number into the stock exchange trading system pursuant to Article 79 hereof: at the moment when KDD enters data on stock exchange transactions into the central registry information system pursuant to Article 72 hereof;
 - 2/ if the system member entered the seller's account number into the central registry information system by allocating a stock exchange transaction pursuant to Paragraph 1 or rather 4 of Article 80 hereof: at the moment of allocation.
- (2) If at the moment when KDD enters data on stock exchange transactions into the central registry information system as per Article 72 hereof or if there is an insufficient amount of eligible securities on the designated account of the seller at the time of allocation, KDD reserves only the available amount of securities, while the remaining amount of securities is reserved when the system member provides for the said securities on the seller's account under the condition that they do so before the time specified under Article 77 hereof.

- (3) Reserved securities may not constitute the subject of other entries.
- (4) The securities shall be eligible if they are of the type (unique identification and code as set forth under Article 20 hereinabove) with respect to which the sales stock exchange transaction was concluded and if they are not encumbered or if these encumbrances are of such nature that they expire upon transfer of securities to the buyer.

Article 83 Final Calculation of Net Positions

- (1) If all seller system members meet their obligations under Article 77 hereof upon the date of maturity, the informative calculation of net positions as per Article 76 becomes final.
- (2) If, regarding a certain stock exchange transaction, a seller system member does not meet their obligations under Article 77 hereof upon the date of maturity, such a transaction shall be excluded from the stock exchange settlement (excluded stock exchange transaction) and KDD shall provide the system members participating in the transaction with a final calculation of net positions by the hour specified in the regulations and disregarding the excluded stock exchange transaction. Failure to provide sufficient balance of securities shall be considered as the failure of fulfilment.
- (3) If, regarding a certain stock exchange transaction, a buyer system member does not meet their obligations under Article 78 hereof upon the date of maturity, KDD shall consider the KDD securities fiduciary account as the buyer's account, while the transfer of securities from the KDD securities fiduciary account to the buyer's account shall be made only when the buyer system member communicates the account data to KDD.

Article 84 Provision of Funds

- (1) A net debtor system member shall provide sufficient funds in their DCA for the settlement of their net financial obligations on the settlement day and by the hour specified in the regulations.
- (2) If a net debtor system member does not settle their net financial obligation upon the date of maturity, KDD shall have the right to ensure coverage by debiting the guarantee fund.
- (3) The moment the payment is made from the guarantee fund pursuant to Paragraph 2 hereof, the net debtor system member's obligation under Paragraph 1 hereof shall turn into an obligation to immediately repay the sum which was debited to the guarantee fund, together with legal interest in arrears and lump compensation for the activation of the guarantee fund in the amount specified in the price list.

6.3 SETTLEMENT

Article 85 Settlement

- (1) On the settlement day and at the hour specified in the regulations, KDD shall make sure that:
 - 1/ transfers of securities are made in debit of the sellers' accounts and in credit of the buyers' accounts (in the event under Paragraph 3 of Article 83 hereof: in credit of the KDD securities fiduciary account) immediately after transfers of corresponding securities are made between relevant corresponding technical settlement accounts in T2S;
 - 2/ for every stock exchange transaction which was not excluded pursuant to Article 83 hereof, a transfer of due payment shall be made in debit of the buyer system member's DCA and in credit of the seller system member's DCA.
- (2) No transfer of securities or due payment under Paragraph 1 hereof shall be made if all transfers pursuant to Paragraph 1 have not been made.

6.4 OTHER LEGAL CONSEQUENCES OF LATE SETTLEMENT

Article 86

The Right of Buyer System Members to Withdraw

- (1) KDD shall call upon the buyer system member whose stock exchange transaction has been excluded because the seller system member did not provide securities to decide whether they shall withdraw from the purchase of securities that were the subject of the excluded transaction or whether they shall insist on the purchase thereof.
- (2) If the buyer system member withdraws from the purchase, the seller system member shall:
 - 1/ pay the buyer system member a contractual penalty amounting to 50 per cent of the purchasing price agreed for the purchase of securities, which the buyer system member subsequently withdrew from; and
 - 2/ compensate the buyer system member for any major damage incurred due to defaulting on obligations set forth under Article 77 hereof.
- (3) If the buyer system member states their intent to insist on the purchase, they may only subsequently withdraw therefrom if allowed to do so by KDD.
- (4) KDD shall not allow withdrawal if securities which were the subject of the excluded legal transaction have already been transferred by the seller system member to the KDD securities fiduciary account or if KDD has already placed a stock exchange order or offer for the buy-in of these securities and can no longer cancel the order or the offer respectively.

Article 87

Buy-In

- (1) If a buyer system member does not withdraw from the purchase, KDD shall perform a buy-in of securities that were the subject of the excluded stock exchange transaction provided that there are sufficient funds available for such a purchase on the guarantee fund account.
- (2) The securities which are the subject of the buy-in shall be credited to the KDD securities fiduciary account following the buy-in set forth under Paragraph 1 hereof.
- (3) While the buy-in can still be cancelled, the seller system member that was late in the fulfilment of their obligations under Article 77 hereof can transfer securities which are the subject of the buy-in in credit of the KDD securities fiduciary account.
- (4) Once the buy-in securities are transferred to the KDD securities fiduciary account and following the receipt of a purchasing price from the buyer system member, reduced by 20 % on the account of a contractual penalty for late payment, KDD shall transfer the said securities in debit of its account and in credit of the buyer's account, while the remaining amount (following the fulfilment of all obligations to the guarantee fund) shall be transferred in credit of the seller system member's cash account.
- (5) The seller system member shall compensate the buyer system member for any major damage incurred due to failure to meet obligations set forth under Article 77 hereof.

Article 88

Liability of System Members and Lien

In order to guarantee a system member's settlement of obligations, the moment the system member defaults on their obligation set forth hereunder, all securities entered in the central registry owned for its own account by the defaulting system member shall be subject to the KDD lien in favour of other system members participating in the settlement of stock exchange transactions in order to secure the claim for compensation of costs that might debit the guarantee fund due to late payments or failure of fulfilment of obligations by a system member (costs for the provision of coverage in the DCA, costs for a buy-in, etc.), together with legal interest in arrears.

Article 89 **Enforcing Liability of a System Member**

- (1) A system member's liability to meet obligations of compensating for costs that might debit the guarantee fund due to late payments or failure of fulfilment of obligations by the respective system member, together with legal interest in arrears, and their liability to meet the obligation of paying the due contractual penalty shall be duly enforced by KDD.
- (2) To this end, KDD shall be entitled to the following:
 - 1/ to debit the system member's DCA account if technically possible;
 - 2/ to enter the lien set forth under Paragraph 1, Article 88 hereof in the central registry and subsequently duly exercise the said lien.
- (3) In the event when a system member is liable due to a delay in the payment of their net financial obligations, KDD shall be entitled to perform a sell-out of all the securities that are the subject of the stock exchange transactions in which the defaulting system member has the status of a seller system member and the settlement of which shall be performed on the same settlement day.
- (4) A lien may be exercised by KDD upon application of Articles 31 and 33 of ZNVP-1.
- (5) KDD shall use the proceeds from the sell-out under Paragraph 3 hereunder or rather from the exercise of a lien under Paragraph 4 hereunder to settle the obligations of the system member to the guarantee fund.

Article 90 **Sell-Out Based on Creditor Default**

If the buyer system member defaults on their obligations set forth under Article 78 hereof either upon maturity or within a suitable extended deadline, KDD shall be entitled to sell the securities which were transferred to its securities fiduciary account for the account of the buyer system member based on the said default.

6.5 JOINT LIABILITY OF SYSTEM MEMBERS PARTICIPATING IN THE SETTLEMENT OF STOCK EXCHANGE TRANSACTIONS**Article 91** **Joint Liability of System Members for Settlement of Obligations Arising From Stock Exchange Transactions**

- (1) All system members participating in the settlement of stock exchange transactions shall assume joint liability for the settlement of net financial obligations of a net debtor system member if the respective net debtor system member fails to make good on their obligations in due time.
- (2) All system members participating in the settlement of stock exchange transactions shall assume joint liability for the settlement of obligations of a seller system member to provide conditions for the settlement of the obligation to transfer securities if the respective seller system member fails to make good on their obligations in due time.
- (3) System members participating in the settlement of stock exchange transactions shall not assume liability for obligations of individual system members to pay interest in arrears or contractual penalties or compensation for damages due to defaults which occur based on violation of obligations arising from Paragraph 1 or 2 hereof.

Article 92 **Internal Relations between System Members**

Internal relations between system members involved in the settlement of stock exchange transactions shall mean that each system member shall assume their proportionate share of payments into the guarantee fund according to the balance on the date the respective system member defaulted on the obligation which other system members assume due liability for.

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- Article 93** **Payments into the Guarantee Fund**
- (1) System members involved in the settlement of stock exchange transactions shall provide funds necessary to cover their obligations based on their liability pursuant to Paragraphs 1 and 2, Article 91 hereof by making their payments into the guarantee fund.
 - (2) The amount of payment shall be determined in view of the amount of obligations arising from all stock exchange transactions entered into by all system members, concluded within a specific period of time.
 - (3) System members shall make supplementary payments into the guarantee fund if payments have already been made from the guarantee fund based on the liability set forth under Paragraphs 1 and 2 of Article 91 hereof, or if KDD believes that such payments are probable.
 - (4) A detailed method of the calculation of payments, accounting periods and balances of these payments, including due dates of payments, shall be determined by KDD in the regulations.
- Article 94** **Lien**
- In order to guarantee payment into the guarantee fund, KDD shall put a lien on all securities in the central registry which are owned for their own account by the defaulting system member immediately once the said system member defaults on payment, whereby the lien is entered for the account of the remaining system members.
- Article 95** **Enforcing Liability of a System Member**
- (1) KDD shall be entitled to enforce liability of a system member to settle their obligation of payment into the guarantee fund.
 - (2) To this end, KDD shall be entitled to enter a lien into the central registry and duly exercise it on behalf and in favour of system members pursuant to Article 94 hereof.
 - (3) A lien on securities may be exercised by KDD upon application of Articles 31 and 33 of ZNVP-1.
- Article 96** **Management of the Guarantee Fund and Handling of Funds in Debit of the Guarantee Fund**
- (1) The guarantee fund is managed by KDD.
 - (2) Costs incurred through the management of the guarantee fund shall be covered by system members in proportion to their respective shares in the guarantee fund. Revenues of the guarantee fund belong to system members in proportion to their respective shares in the guarantee fund.
 - (3) KDD may only transfer assets of the guarantee fund into the following types of investments:
 - 1/ a deposit held by the Bank of Slovenia;
 - 2/ debt securities or other debt financial instruments, issued by:
 - / the Republic of Slovenia, the Bank of Slovenia or
 - / any other country, central bank, the European Community or other international financial institution which is ranked amongst entities with 0 % credit risk pursuant to regulations of the Bank of Slovenia on bank risk management.
 - (4) KDD may only perform the following payments from the guarantee fund:
 - 1/ to settle net financial claims of net creditor system members;
 - 2/ for buy-in pursuant to the Rules hereunder;
 - 3/ to cover costs of management of the guarantee fund.

6.6 TRANSFER OF CLAIMS AND ASSUMPTION OF OBLIGATIONS BETWEEN A STOCK EXCHANGE AND A SYSTEM MEMBER

Article 97

Types of Transfer of Claims and Assumption of Obligations

- (1) Transfer of claims or assumption of obligations between a stock exchange member and system member from stock exchange transactions concluded by the respective stock exchange member may be carried out only in accordance with the provisions hereunder, namely as a general or individual transfer or assumption (hereinafter: transfer).
- (2) General transfer refers to all stock exchange transactions of a stock exchange member.
- (3) General transfer may only include financial claims and obligations.
- (4) Individual transfer refers only to those stock exchange transactions which the stock exchange member designates pursuant to the Rules hereunder.
- (5) Individual transfer may include financial claims and obligations as well as claims and obligations arising from securities. Transfer of financial claims or obligations shall be designated by stock exchange members with the RK1 registry code, while transfer of claims and obligations with respect to securities shall be designated by stock exchange members with the RK3 registry code. The transfer of financial claims and obligations as well as claims and obligations arising from securities shall be designated by stock exchange members with the RK2 registry code.
- (6) Following the payment into the guarantee fund pursuant to the rules hereunder, the system member shall in their capacity as a potential creditor give their consent to the transfer set forth under Paragraph 1 hereof.
- (7) In relation to KDD and other system members, the transferred claims and obligations shall be considered as claims and obligations of the system member whom they were transferred to from their occurrence onwards.

Article 98

General Transfer

KDD shall take into account the general transfer of claims or assumption of obligations between a stock exchange member and system member if said members state that the stock exchange member is transferring while the system member is undertaking all financial claims and obligations arising from stock exchange transactions concluded by said stock exchange member.

Article 99

Individual Transfers

- (1) KDD may assign an individual registry code upon the request of a system member that wants to assume the obligations of a stock exchange member. The system member communicates the registry code to the stock exchange member(s) with whom it has agreed on due transfer of obligations.
- (2) KDD shall take into account individual transfers of claims or assumed obligations for those stock exchange transactions, which are designated with a registry code.
- (3) A stock exchange member shall be deemed to have assigned a particular registry code to a stock exchange transaction if they entered the securities account number related to the respective registry code upon entering a query for purchase or submitting an offer to sell securities in the stock exchange trading system.
- (4) If the registry code referred to under Paragraph 3 hereinabove is related to a joint account, the stock exchange transaction which the stock exchange member assigned the said registry code to shall be considered to have been concluded in trading for a joint account.

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- Article 100** **Abstract Transfers**
- A transfer between a stock exchange and system member pursuant to provisions hereunder shall be considered abstract in relation to KDD and other system members, which means that it is independent of the relationship between the stock exchange and system member based on which they have decided for due transfer, or rather independent of possible limitations and objections from said relationship.
- Article 101** **Withdrawal from Further Transfers**
- (1) A general transfer of claims or obligations between a stock exchange and system member shall expire when KDD receives a statement of withdrawal from any further transfers from any one of them, respectively.
 - (2) Individual transfers using the assigned registry code are no longer possible from the end of the day on which KDD receives a statement from a system member asking said registry code to be disabled, given that all accounts linked to said registry code have been closed by said day. Nevertheless, transfers shall no longer be possible from the expiry of the day this condition is duly met.

7 LIABILITY

- Article 102** **Liability of Members**
- (1) A KDD member shall be liable to KDD, to other members and users of KDD services for fulfilment of obligations pursuant to applicable rules, regulations and price list.
 - (2) Should the actions of a KDD member result in an overdraft in the balance of securities or in a shortfall of securities, the respective member shall immediately make up for the missing amount of securities. Should this not be possible, the said member shall compensate the affected person for the value of lost securities due to the restoration of the balance of securities.
- Article 103** **Liability of KDD**
- (1) KDD shall be liable for any potential errors, shortcomings or other damage that might occur to users of KDD services as a result of actions of the Eurosystem or its members regarding the management and operation of T2S, but only to the amount of damage for which the Eurosystem is liable to KDD. KDD shall not be liable for the choice of T2S nor shall it give any assurance as to its operation.
 - (2) Should the actions of KDD result in an overdraft in the balance of securities or in a shortfall of securities, KDD shall immediately make up for the missing amount of securities. Should this not be possible, KDD shall compensate the affected person for the value of lost securities due to the restoration of the balance of securities. Should there be an overdraft in the balance of securities or a shortfall of securities which are not a result of the actions of a KDD member or KDD, the value of lost securities due to the restoration of the balance of securities shall be allocated among holders of the same types of securities in proportion to their respective shares. This shall not affect the rights of holders to demand compensation from a third party responsible for the overdraft or shortfall of securities.
 - (3) The highest amount of liability of KDD for damage that might occur to users of KDD services as a result of light negligence of KDD shall be 1,000,000.00 EUR for an individual harmful event.

8 SETTLEMENT OF DISAGREEMENTS AND DISPUTES

Article 104 Types of Disagreement and Their Settlement

- (1) **Disagreements** are differences that arise between KDD and users of their services regarding the legal assessment of the meaning and the consequences of actions taken by KDD when providing services in compliance with the Regulation and / or legal acts adopted pursuant thereto.
- (2) KDD shall take into consideration the disagreement if a user of their services presents it in one of the following forms:
 - 1/ initiative for amendment,
 - 2/ complaint,
 - 3/ appeal.
- (3) **An initiative for amendment** may be submitted by the user of KDD services when they believe that KDD acted in compliance with the Regulation and legal acts adopted pursuant thereto; however, the respective legal acts could still be amended, supplemented or applied in some other manner, whereby the user promotes such amendments, supplements or different applications. The initiative for amendment may be submitted in any manner.
- (4) **A complaint** can be lodged by the user of KDD services when they believe that KDD acted in contravention of the Regulation and of legal acts adopted pursuant thereto and to the detriment of the user; however, the actions can still be changed and the consequences of the actions have not yet occurred or can easily be remedied. The complaint can be lodged in any manner.
- (5) **An appeal** can be lodged by the user of KDD services when they believe that KDD acted in contravention of the Regulation and of legal acts adopted pursuant thereto and to the detriment of the user, whereby the consequences of such actions cannot be prevented or easily remedied. An appeal can also be made when the user is not satisfied with how their complaint was resolved. The appeal shall be lodged with the KDD management board.
- (6) The initiative for amendment, complaints and appeals have to contain information on the appellant or their representative as well as their signature, description of the KDD action that caused the person to complain and argumentation why such an action requires the submission of complaint, appeal or initiative.
- (7) KDD shall deal with the initiative for amendment and decide thereon within 2 months from the receipt thereof; they shall deal with complaints and decide thereon within 15 days from the receipt thereof, while the appeals will be dealt with and decided on within 1 month from their receipt. KDD shall inform the appellant of their decision and possible measures within the same deadlines. If their decision is negative, they need to provide a well-founded and transparent explanation of the decision, while the appellant has to be familiarized with major reasons for such a decision.
- (8) KDD will return incomplete initiatives for amendment, complaints and appeals to the appellant, and a new deadline for the completion thereof shall be set which must not be shorter than 8 days. Initiatives for amendment, complaints and appeals that will remain incomplete after this period will not be dealt with by KDD.
- (9) It is the KDD management board that needs to deal with appeals and decide thereon. Prior to making any decisions, the KDD management board may obtain an opinion of experts or other persons that are directly affected by the appeal. If the management board establishes that the actual state of affairs needs to be explained prior to making any decisions, they can hold a hearing to which they invite the appellant and possibly also the above mentioned experts or persons directly affected by the appeal. Invitation to the hearing must be delivered to the appellant at least 8 days prior to the hearing date. If the management board decides to hold a hearing, the decision regarding the appeal must be made within 2 months. If the appellant

does not attend the hearing and does not provide an excuse for their absence, it shall be considered that they withdrew their appeal.

Article 105 Arbitration Agreement in Dispute Settlement

- (1) A permanent arbitration panel is set up pursuant to the Arbitration Act.
- (2) Any disagreements, disputes or claims arising from a corporate legal business relation between KDD and a user of KDD services, relating to or arising from breach of obligations under said relationship or from the termination or invalidity thereof, and which could not be settled in the manner set out in the previous article, shall be resolved by an independent and unbiased arbitration panel as set forth under Paragraph 1 hereinabove.
- (3) A more detailed account of the operation of the arbitration panel set forth under Paragraph 1 hereinabove is set forth under the KDD rules on arbitration proceedings.
- (4) Paragraph 2 hereof shall not apply if the value of the dispute is under 15,000.00 EUR.
- (5) Funds for the operation of the arbitration panel set forth under Paragraph 1 hereinabove shall be provided by KDD. This provision does not cancel the provision of the obligation of payment of due compensation for respective arbitration proceedings, and does also not affect the obligation of an unsuccessful claimant to reimburse costs of the arbitration proceedings to the successful party.

9 AMENDMENT OF RULES AND PRICE LIST

Article 106 Amendment of Rules and Price List

- (1) Amendments to these rules shall be adopted by the management board and board of directors of KDD upon proposal by the management board.
- (2) The management board shall present the proposal of amendment of these rules to the system members and to the users' committee at least fifteen days before the date of the session of the board of directors where the latter is set to decide on adopting said amendments.
- (3) Amendments to the price list shall be adopted by the management board and board of directors of KDD upon proposal by the management board.
- (4) The management board shall present the proposal of amendment of the price list to the users' committee at least fifteen days before the date of the session of the board of directors where the latter is set to decide on adopting said amendments.
- (5) KDD shall immediately inform the Agency of any changes to the price list rates, including a substantiation of the grounds for said changes, following publication or due change.
- (6) When KDD sets the compensation as per Item 2, Paragraph 1, Article 442 of ZTFI-1 for shares of companies that are obliged to issue shares in book entry form based solely on ZGD-1, it shall also obtain due consent of the Minister of Economic Development prior to the publication or amendment of the price list. The Minister of Economic Development may turn down the said consent if the compensation is not in line with the Regulation requirements or statutory requirements within the Regulation. If the Minister of Economic Development does not decide on the request for the issue of due consent within 30 days of receipt thereof, said consent shall be considered granted.

- Article 107** **Consolidated Text**
The management board and the board of directors shall adopt the consolidated text upon any amendment to these Rules or the Price List.
- Article 108** **Publication**
These Rules and amendments thereto, price list and its amendments, as well as the consolidated text of the tariff and price list shall be published on the KDD website.

10 TRANSITIONAL AND FINAL PROVISIONS

- Article 109**
- (7) (deleted)
- Article 110** **Entry into Force and Application of Rules**
- (1) These Rules shall come into force on the day following their publication in the Official Journal of the Republic of Slovenia and shall apply from the date when the KDD management board establishes that the migration to T2S has been successfully concluded.
 - (2) Enforcement of these Rules shall be subject to the Agency's consent.
 - (3) These Rules shall supersede the Operations Rules of KDD (Official Journal of the Republic of Slovenia Nos. 69/2012, 28/2015 and 31/2016). The Rules under the previous sentence shall apply until the present rules come into force.

Amendments to the KDD Operations Rules adopted by the Management Board and Board of Directors of KDD on 20 September 2018 shall also include the following provisions:

- »2. All amendments to the Rules under Item 1 shall enter into force and become applicable on 1 January 2019.
3. Clearstream Banking SA, Luxembourg, shall acquire the status of a linked CSD on the first day following the day of the authorization of the CSD in compliance with the Regulation. The Account Providing Agreement concluded between KDD and Clearstream Banking SA, Luxembourg, shall come into force on the same day as the link agreement within the meaning of the Rules hereunder.
4. Ljubljanska borza d.d. (Ljubljana Stock Exchange) shall acquire the status of a linked stock exchange under the Rules herein on the first day following the day of the authorization of the CSD in compliance with the Regulation.
5. Until the ZNVP-1B comes into force, Article 109 shall be applied as it read before the deletion, while the amended Articles 63 and 65 shall be applied in the same wording until the enforcement of the ZNVP-1B.«