**DECLARATION & SPECIAL TERMS ON THE PROVISION OF SETTLEMENT BANK SERVICES TO THE ENEXCLEAR ANCILLARY SYSTEM IN THE FRAMEWORK OF TARGET2-GR**

Athens, Click or tap to enter a date.

The legal entity with the company name Click or tap here to enter text., having its registered office in Click or tap here to enter text. at Click or tap here to enter text., with Tax Registration No. Click or tap here to enter text., legally represented for the signing hereof by Click or tap here to enter text., which has the capacity of Participant in TARGET2-GR and will act as Settlement Bank as stipulated more specifically below (hereinafter “Settlement Bank”),

**Taking into account:**

1. Guideline ECB/2012/27 “on a Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2)”, as in force from time to time.
2. The Regulation on the Operation of the Real-time Gross settlement Express Transfer system TARGET2-GR (hereinafter “TARGET2-GR Operating Regulation”) dated 22/6/2015, as in force.
3. The fact that EnExClear, acting as Clearing House, in accordance with article 13, par. 2 and article 19, par. 1 of Law 4425/2016, performs the cash settlement of trades on the Natural Gas Trading Platform of HEnEx within the framework of the provision of relevant services to the Clearing Members of the EnExClear System.
4. The fact that the cash settlement of these trades is carried out through TARGET2-GR (as a component of TARGET2), which is operated by the Bank of Greece, in accordance with the provisions of TARGET2-GR Operating Regulation, as well as the fact that EnExClear’s relevant Clearing System, which is an “ancillary system” in the sense of TARGET2-GR Operating Regulation, (hereinafter “EnExClear Ancillary System”), has been connected with TARGET-2-GR.
5. The terms of operation of settlement banks pursuant to TARGET2-GR Operating Regulations, which may provide cash settlement services, through TARGET2-GR at the Bank of Greece, to ancillary systems and to participants therein (Settlement Banks).
6. The declaration “TARGET2 form of collection of Static Data – Debit mandate for AS settlement –“ (Form 2002) dated Click or tap to enter a date., as signed by the Settlement Bank and EnExClear and forwarded to the Bank of Greece, on the basis of which the Settlement Bank and EnExClear confirm that the Settlement Bank will act as such and will provide related services to the EnExClear Ancillary System.

**Hereby declares:**

That it will act as Settlement Bank in the sense of TARGET2-GR Operating Regulations for the EnExClear Ancillary System and will provide all relevant services to EnExClear and to its Clearing Members in accordance with TARGET2-GR Operating Regulations as well as with the pertinent stipulations set out in the procedures of EnExClear. To this end, it solemnly declares that it shall sign all necessary documents indicated to it by the Bank of Greece and EnExClear and perform all relevant actions as may be indicated by the aforesaid entities, unreservedly accepting any and all obligations emanating from the aforementioned capacity as well as its more specific obligations arising from the Special Terms on the Provision of Settlement Bank Services to the EnExClear Ancillary System in the framework ofTARGET2-GR to which it hereby accedes, as these terms are specified by EnExClear and are as follows:

**Special Terms on the Provision of Settlement Bank Services to the EnExClear Ancillary System in the framework of TARGET2-GR (Special Terms)**

1. To facilitate the cash settlement of transactions on the Natural Gas Trading Platform of HEnEx that are settled through the EnExClear Ancillary System in the framework of TARGET2-GR, the following specific terms shall apply with respect to the provision of services by the Settlement Bank to EnExClear and Clearing Members in accordance with TARGET2-GR Operating Regulations and the procedures of EnExClear.
2. The Settlement Bank shall be obliged to:
   1. Submit to EnExClear all necessary data and information, including the necessary use authorizations, according to the provisions of TARGET2-GR Operating Regulation, to enable EnExClear as an entity of the EnExClear Ancillary System to include the Settlement Bank in the list of settlement banks it forwards to the Bank of Greece, in accordance with TARGET2-GR Operating Regulation.
   2. Notify EnExClear of any change to the data or information submitted to it under 2.1 above, so that EnExClear is in a position to provide the Bank of Greece on each occasion with an updated list of settlement banks in accordance with TARGET2-GR Operating Regulation.
   3. Comply with the terms of Settlement Procedure 6 – Dedicated Liquidity as same is defined in TARGET2-GR Operating Regulations, according to which cash settlement is carried out in the EnExClear Ancillary System, or with the terms of any other settlement procedure that may be indicated by EnExClear on the basis of TARGET2-GR Operating Regulation.
   4. Open and keep in its name a cash settlement account (“PM account” (Payments Module)) in TARGET2-GR at the Bank of Greece, in order to be able to submit payment orders or receive payments through TARGET2-GR, in accordance with the provisions of TARGET2-GR Operating Regulation.
   5. Open and keep, according to EnExClear’s instructions and always in compliance with TARGET2-GR Operating Regulation, one or more sub-accounts in the aforementioned, under 2.4 PM account, for the Clearing Members to which it provides the relevant services, including itself as Clearing Member whenever applicable, in order to serve any cash settlement needs, through TARGET2-GR at the Bank of Greece, with respect to any private settlement systems of the central counterparty or clearing systems with which EnExClear is connected. To open each sub-account, the Settlement Bank must complete the standard declaration “TARGET2 form collection of Static Data – Sub Account for dedicated liquidity –“ (Form 1014) and submit it to the Bank of Greece, forwarding a copy thereof to EnExClear or through EnExClear in accordance with EnExClear’s procedures. The Settlement Bank accepts EnExClear’s right to designate the above sub-accounts with specific terms and characteristics, so that they can be distinguished in the cash settlement procedures and EnExClear can adequately verify that the sub-accounts and their Clearing Members are in order with regard to cash settlement.
   6. Open, with a simple application filed by a Clearing Member, and keep for the Clearing Member in TARGET2-GR a sub-account in its PM account, as specified in TARGET2-GR Operating Regulation, for the settlement of the Clearing Member’s cash rights and obligations, as these arise from EnExClear’s payment orders.
   7. Keep a sub-account for each Clearing Member to which it provides services relating to:
      1. the settlement of the Clearing Member’s cash rights and obligations resulting from transactions carried out on the Natural Gas Trading Platform of HEnEx and their clearing through the Clearing System operated by EnExClear;
      2. the settlement of the Clearing Member’s cash rights and obligations arising from OTC transactions which are cleared by EnExClear;
      3. the payment by the Clearing Member of any taxes, charges and other fees in favour of EnExClear, HEnEx or other third parties, and
      4. the payments by the Clearing Member concerning cash collateral in favor of EnExClear or contribution to the Default Fund
   8. Take steps to ensure communication between each of the above sub-accounts of the Clearing Member and the commercial cash accounts indicated by it, so as to enable – in accordance with TARGET2-GR Operating Regulations and EnExClear’s procedures – the necessary cash flows from the Clearing Member’s commercial accounts to the respective sub-accounts at the Settlement Bank and vice versa, in order to achieve smooth operation of settlement. For the purpose of ensuring this communication, the Settlement Bank shall have access to the commercial cash accounts of the Clearing Member or, alternatively, the Clearing Member shall take steps to ensure that the necessary cash is transferred on each occasion to the Settlement Bank, through the relevant accounts and in accordance with the specific procedures to be agreed each time by the Settlement Bank and the Clearing Member.
   9. Carry out within the prescribed time limits the necessary debiting and crediting between the Clearing Member’s sub-account and its PM Account in TARGET2-GR at the Bank of Greece in accordance with the relevant instructions of the Clearing Member, submitting payment orders or receiving payments through TARGET2-GR, in fulfilment of the Clearing Member’s obligations in respect of EnExClear’s Ancillary System. The Settlement Bank expressly acknowledges that EnExClear shall have every right to operate the Clearing Member’s sub-accounts, in accordance with the provisions of TARGET2-GR Operating Regulation.
   10. Refrain from using/charging the balance of the Clearing Member’s sub-account for any reason (for example, offsetting or retention) other than fulfilment of the Clearing Member’s obligations within the framework of cash settlement.
   11. Take all necessary steps, in the event a balance remains in the Clearing Member’s sub-account after completion of the settlement procedure, to transfer such balance to the Clearing Member’s commercial cash account either from the aforesaid sub-account or through its PM account in accordance with the provisions of TARGET2-GR Operating Regulation.
   12. Promptly notify Clearing Members in the event of any failure, malfunction, technical problems in general or other emergencies that disrupt the operation of their respective sub-accounts and in general affect the smooth operation of cash settlement.
   13. Promptly notify EnExClear in the event of any failure, malfunction, technical problems in general or other emergencies that disrupt the operation of the sub-accounts of an individual Clearing Member or of all Clearing Members to which it provides services.
   14. Have: a) specialised personnel for performing all operations relating to the carrying out and supervision of cash settlement, b) backup personnel, pursuant to the provisions of applicable legislation, for adequately covering its cash settlement needs, especially in cases of strike action by its employees, c) back-up systems for entering and storing all data relating to its operation as a Settlement Bank, as well as a disaster centre for handling and dealing with emergencies, especially in the event of malfunction of mechanisms connecting it to the Bank of Greece and, in general, to participants in the cash settlement, or any other emergency, which centre it shall activate in order to safeguard the proper functioning of the cash settlement process.
   15. Maintain the necessary confidentiality with respect to all data and information contained in its electronic system, within the framework of its obligations as a Settlement Bank, as well as any other data and information that may come to its knowledge during the performance of activities relating directly or indirectly to its aforesaid obligations, for the entire duration of its operation as a Settlement Bank as well as after its completion , taking all necessary measures to prevent their disclosure, in whole or in part, to unauthorised third parties, organisations or services in general, with the exception of those cases in which the obligation to maintain confidentially or secrecy is not applicable on the basis of legislation and, by way of indication, within the framework of providing information to the competent supervisory or judicial authorities. To this end, it shall ensure that the above provisions are also observed by the persons it employs for its operation as a Settlement Bank. It is self-evident that the Settlement Bank may provide the above data and information pertaining to Clearing Members and EnExClear in the execution of its lawful duties.
3. The Settlement Bank must open and keep the above sub-accounts in accordance with these Special Terms. The Bank shall be responsible for the timely and correct forwarding to TARGET2-GR of the payment orders it receives from Clearing Members as well as for the timely and correct payment to Clearing Members of the payments it receives on their behalf through TARGET2-GR. Moreover, it shall be responsible for the completeness, correctness and accuracy of the data, movements and balances of the above sub-accounts which it provides to Clearing Members in accordance with these Special Terms.
4. The Settlement Bank is not permitted to close any sub-account kept in TARGET2-GR for a Clearing Member, unless a new sub-account has first been opened for the Clearing Member by another Settlement Bank or by the Clearing Member itself, in the case where it is acting as a Settlement Bank. No sub-account may be closed immediately unless the capacity of Clearing Member has been lost, following relevant notification of the Settlement Bank by EnExClear. In any case, in order for a sub-account to be closed, the Settlement Bank must duly complete the standard form “TARGET2 form collection of Static Data – Sub Account for dedicated liquidity –“(Form 1014) and submit it to the Bank of Greece, forwarding a copy to EnExClear or through EnExClear, in accordance with EnExClear’s procedures.
5. The Settlement Bank is not permitted to transfer to third parties any rights or obligations in connection with the Clearing Member arising from its capacity as a Settlement Bank in accordance with TARGET2-GR Operating Regulations and these Special Terms. This prohibition does not apply to its absorption, for any reason or cause, as a consequence of corporate transformation (particularly, for example, in cases of its merger with or acquisition by another bank).
6. The Settlement Bank shall be permitted to cease providing the relevant services in EnExClear’s Ancillary System provided this is communicated in writing to EnExClear, with such notification also constituting termination of all agreements concluded by the Settlement Bank, in its capacity as such, with EnExClear. The aforesaid cessation (and termination) shall take effect after the lapse of thirty (30) days from the above notification without prejudice to the following stipulations:
   1. Cessation shall be effective on the condition that the Settlement Bank has arranged, within the time limit stipulated above, all pending matters or debts towards EnExClear, and that the Clearing Members to whom it provides services have acquired the necessary sub-accounts at other Settlement Banks, in accordance with the provisions of TARGET2-GR Operating Regulation and EnExClear’s procedures. EnExClear may set a longer time limit, if this is necessary for the fulfilment of the above obligations of the Settlement Bank in question and/or for the protection of the clearing or settlement systems connected with EnExClear. In the event of a longer time limit, the date of cessation and its effects shall be extended correspondingly.
   2. Upon fulfilment of the conditions under 6.1, EnExClear shall accept the aforesaid cessation of services and inform the Settlement Bank accordingly. If it does not accept cessation, it must provide a reasoned reply.

**For the Settlement Bank:**

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*(please insert the full name of the legal entity and add the name & signature of its Legal Representative)*



(Company Stamp)