

Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 28.01.2019

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
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Clearing Conditions of Eurex Clearing AG

Preamble

As provided for in these clearing conditions of Eurex Clearing AG (hereinafter referred to as “**Clearing Conditions**”) Eurex Clearing AG, having its registered office in Frankfurt am Main, acts as central counterparty for (a) (i) transactions in securities and *Wertrechte*, including German book-entry securities (*Gutschriften in Wertpapierrechnung*) and Swiss intermediated securities (*Schweizer Bucheffekten*) (hereinafter together the “**Securities**”) and (ii) futures, options and other derivative transactions, which, in each case, result from either matching orders and quotes of trading participants (the “**Matching**”) on the markets Eurex Deutschland, Eurex Repo or another multilateral trading facility for Repo Transactions, Frankfurter Wertpapierbörse and Irish Stock Exchange (hereinafter collectively referred to as “**Markets**” and each a “**Market**”, each transaction resulting from Matching a “**Market Transaction**”), (b) novations of transactions executed over-the-counter (each transaction resulting from an over-the-counter transaction an “**OTC Transaction**”) or (c) novations of executed over-the-counter securities or cash lending transactions or securities lending transactions executed on Eurex Repo (each transaction resulting from a novation of any such **securities** (or cash) **lending transaction** a “**Securities Lending Transaction**”, and each Market Transaction, OTC Transaction and Securities Lending Transaction, a “**Transaction**”).

Hereinafter (i) the conclusion of Transactions of one or more Transaction Types (as defined in Number 1.1.2), (ii) the processing by Eurex Clearing AG of Transactions, and (iii) the related services rendered by Eurex Clearing AG, in each case as set out in Chapters I–IX of the Clearing Conditions, shall together be referred to as “**Clearing**”.

The following Chapter I forms an integral part of the Clearing Conditions and respective references in any other rules or documents to the Clearing Conditions also apply to this Chapter I.

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Part 1 General Clearing Provisions

1 General Rules

1.1 Scope of Application

1.1.1 The procedures maintained and operated by Eurex Clearing AG for the Clearing of the Transactions specified in Number 1.1.2 (the “**Clearing Procedures**”) shall be carried out on the basis of ~~a Clearing Agreement to be entered into between Eurex Clearing AG and a Clearing Member and/or one or more Clearing Agreements between Eurex Clearing AG, the relevant Clearing Member and a Non-Clearing Member (as defined in Number 1.1.5) or a Registered Customer (as defined in Number 1.1.6), respectively, in the form appended hereto as Appendix 1—4 (as applicable) or (in the case of a Clearing Agreement with a holder of a Specific Lender License) Appendix 6 and (in the case of a Clearing Agreement with a holder of a Specific Repo License) Appendix 5 or one or more Clearing Agreements between Eurex Clearing AG, a Clearing Agent (as defined in Part 6 Number 1.1) and a Basic Clearing Member (as defined Number 1.1.4) in the form appended hereto as Appendix 10, which, in each case, incorporate the Clearing Conditions (each, a “**Clearing Agreement**”)-~~ the following clearing agreements:

- (1) a clearing agreement between Eurex Clearing AG and a Clearing Member in the form appended hereto as Appendix 1 with respect to their Transactions under the Elementary Clearing Model Provisions pursuant to Part 2 and their ISA Transactions under the ISA Provisions pursuant to Part 4; and/or
- (2) a clearing agreement between Eurex Clearing AG, the relevant Clearing Member and each ICM Client with respect to their respective Covered Transactions under the Individual Clearing Model Provisions pursuant to Part 3 in the form appended hereto as Appendix 3 or 4 (as applicable) (each, in each case incorporating the Clearing Conditions, an “**ICM Clearing Agreement**”); and/or
- (3) a clearing agreement between Eurex Clearing AG and a holder of a Specific Repo License with respect to their Eurex Repo Transactions pursuant to Chapter IV in the form appended hereto as Appendix 5; and/or
- (4) a clearing agreement between Eurex Clearing AG and a holder of a Specific Lender License with respect to their Securities Lending Transactions pursuant to Chapter IX in the form appended hereto as Appendix 6; and/or
- (5) a clearing agreement between Eurex Clearing AG, the relevant Clearing Agent and a Basic Clearing Member with respect to their respective Basic Clearing Member Transactions under the Basic Clearing Member Provisions pursuant to Part 6 in the form appended hereto as Appendix 10,

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which, in each case, incorporate the Clearing Conditions (each a “Clearing Agreement”, which term shall, unless the context otherwise requires, include each ICM Clearing Agreement).

The Transaction Types ~~(as defined below)~~ covered by a Clearing Agreement may be extended by execution of an amendment to such Clearing Agreement.

In case of any conflicts between the provisions contained in (i) a Clearing Agreement between Eurex Clearing AG and a Clearing Member and (ii) ~~a an ICM Clearing Agreement between Eurex Clearing AG, such Clearing Member and a Non-Clearing Member or Registered Customer~~ an ICM Client, respectively, the provisions contained in ~~the such Clearing Agreement between Eurex Clearing AG, such Clearing Member and such Non-Clearing Member or Registered Customer, respectively,~~ shall prevail.

1.1.2 The Clearing Procedures refer to the following types of Transactions (each a “**Transaction Type**”): ~~Transactions~~ resulting from:

- (1) the matching of orders and quotes regarding futures contracts and options contracts in the trading systems of Eurex Deutschland (the “**Eurex Exchange**”) or the novation of trades concluded off-book, in each case pursuant to Chapter II (the resulting Transactions being referred to as “**Eurex Transactions**”);
- (2) the matching of orders and quotes regarding securities in the trading system of Eurex Repo GmbH pursuant to ~~in this Chapter I Chapter IV~~ (the resulting Transactions being referred to as “**Eurex Repo Transactions**”) and the novation of Transactions pursuant to Chapter IV concluded through the System of another multilateral trading facility (the original Transactions being referred to in this Chapter I as “**Original MTF Repo Transactions**”, the resulting Transactions being referred to in this Chapter I as “**MTF Repo Transactions**” and the MTF Repo Transactions together with Eurex Repo Transactions referred to in this Chapter I as “**Repo Transactions**”);
- (3) the matching of orders and quotes regarding securities in the trading system of Frankfurter Wertpapierbörse (“**FWB**”) or the novation of trades concluded off-exchange, in each case pursuant to Chapter V Part 2 (the resulting Transactions being referred to as “**FWB Transactions**”);
- (4) the matching of orders and quotes regarding securities in the trading system of the Irish Stock Exchange (“**ISE**”) pursuant to Chapter VI (the resulting Transactions being referred to as “**ISE Transactions**”);
- (5) the novation (i) of over-the-counter transactions in interest rate derivatives pursuant to Chapter VIII Part 2 (the resulting Transactions being referred to as “**OTC Interest Rate Derivative Transactions**”), (ii) over-the-counter FX spot transactions, over-the-counter FX forward transactions and over-the-counter FX swap transactions pursuant to Chapter VIII Part 3 (the resulting Transactions being referred to together as “**OTC FX Transactions**”) and (iii) over-the-counter cross currency swap

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transactions pursuant to Chapter VIII Part 4 (the resulting Transactions being referred to as “**OTC XCCY Transactions**”);

- (6) the novation of securities lending transactions pursuant to Chapter IX (the resulting Transactions being “**Securities Lending Transactions**”).

1.1.3

Only entities which have been granted a Clearing License (~~as defined in Number 2.1~~) by Eurex Clearing AG or which qualify as an FCM Clearing Member (~~as defined in Number 6~~) (each a “**Clearing Member**”) and, subject to the Basic Clearing Member Provisions, entities that have been admitted as Basic Clearing Members (~~as defined in Number 1.1.4~~) and, subject to Part 3, Interim Participants, are authorised to directly participate in the Clearing of Transactions. ~~FCM Clearing Members exclusively participate in the clearing subject to and in accordance with the FCM Clearing Conditions (as defined in Number 6); accordingly and unless otherwise specified in these Clearing Conditions, references in the Clearing Conditions other than in the first sentence of this Number 1.1.3 to a “Clearing Member” shall not include references to an FCM Clearing Member. A Clearing Member that is legally organised and has its principal place of business in the United States of America (or any state thereof) and which holds a Clearing Licence for OTC Interest Rate Derivative Transactions is hereinafter referred to as a “**OTC IRS U.S. Clearing Member**”. Unless otherwise specified, references in this Part 1, in Part 2, Chapter VIII and Appendix 1 to “Clearing Member” shall include references to “OTC IRS U.S. Clearing Member”.~~

(1) A Clearing Member that is legally organised and has its principal place of business in the United States of America (or any state thereof) and which holds a Clearing Licence for OTC Interest Rate Derivative Transactions is hereinafter referred to as a “**OTC IRS U.S. Clearing Member**”. Unless otherwise specified, references in this Part 1, in Part 2, Chapter VIII and Appendix 1 to “Clearing Member” shall include references to “OTC IRS U.S. Clearing Member”.

(2) A Clearing Member that is legally organised and has its principal place of business in the United States of America (or any state thereof) and which does not qualify as an OTC IRS U.S. Clearing Member is hereinafter referred to as a “**U.S. Clearing Member**”. Unless otherwise specified, references in the Clearing Conditions to a “Clearing Member” shall include references to a “U.S. Clearing Member”. ~~Only a General Clearing Member (as defined in Number 2.1.1 below) may act as a Clearing Agent (as defined in Part 6 Number 1.1) with respect to the Clearing of Basic Clearing Member Transactions (as defined in Part 6 Number 1.2).~~

(3) FCM Clearing Members exclusively participate in the clearing subject to and in accordance with the FCM Clearing Conditions (as defined in Number 6); accordingly and unless otherwise specified in these Clearing Conditions, references in the Clearing Conditions other than in the first sentence of this Number 1.1.3 to a “Clearing Member” shall not include references to an FCM Clearing Member.

(4) A Basic Clearing Member Clearing License entitles the holder thereof to participate in the Clearing of proprietary Transactions as a basic clearing member (hereinafter referred to as a “**Basic Clearing Member**”) acting through a Clearing Agent in

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accordance with Part 6. A Basic Clearing Member may only enter into one or [several Clearing Agreements](#) in the form appended to the Clearing Conditions as Appendix 10 with a Clearing Agent and Eurex Clearing AG. Only a General Clearing Member [may act as a Clearing Agent](#) with respect to the Clearing of Basic Clearing Member Transactions. [The provisions](#) relating to Relevant Funds or Relevant Fund Segments [pursuant to Number 1.1.12](#) shall apply *mutatis mutandis* with respect to [Basic Clearing Member that are Unincorporated Funds, Sub-Funds or Fund Segments](#).

1.1.4 Direct clients of a Clearing Member which may participate in the Clearing shall comprise each of the following types of clients (each a “**Direct Client**”):

~~(1) a Non-Clearing Member pursuant to Number 1.1.5;~~

~~(2) a Registered Customer~~

[\(1\) a Disclosed Direct Client](#) pursuant to Number ~~1.1.6~~[1.1.5](#); and

~~(3) a Specified Client pursuant to Number 1.1.10; and~~

[\(4\)](#) a direct client of a Clearing Member other than a ~~Non-Clearing Member, Registered Customer or Specified~~ [Disclosed Direct](#) Client (“**Undisclosed Direct Client**”).

A client of a Direct Client that participates in the Clearing is an “**Indirect Client**”.

~~The Interim Participation rules in Part 3 Subpart A Number 11.1 and the Basic Clearing Member Provisions shall remain unaffected. A Basic Clearing Member Clearing License (as defined in Part 6 Number 2.1) entitles the holder thereof to participate in the Clearing of proprietary Transactions as a basic clearing member (hereinafter referred to as a “**Basic Clearing Member**”) acting through a Clearing Agent in accordance with Part 6.~~

~~1.1.5 An entity other than a Clearing Member which is a trading participant on one or more Markets may enter into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 to 4 with a Clearing Member and Eurex Clearing AG as a non-clearing member (each a “**Non-Clearing Member**”). If the Non-Clearing Member enters into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2, 3 or 4, the Non-Clearing Member also agrees that it must have a technical connection to the systems of Eurex Clearing AG in place and that the General Terms and Conditions on Technical Connection to the Clearing EDP of Eurex Clearing AG form part of the relevant Clearing Agreement. A Non-Clearing Member is not required to have a technical connection to the systems of Eurex Clearing AG if such Non-Clearing Member (i) outsources all its functions pursuant to Number 15 and (ii) participates in the Elementary Clearing Model. Subject to the Special Clearing Provisions, a Non-Clearing Member may, with respect to a certain Transaction Type, enter into one Clearing Agreement with one Clearing Member only. If, with respect to a Transaction Type, an entity has entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 as a Non-Clearing Member, such entity may not act as a Specified Client for such Transaction Type.~~

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~~1.1.6 An entity may enter into a Clearing Agreement (Appendix 2, 3 or 4) with a Clearing Member and Eurex Clearing AG as a registered customer (each a “Registered Customer”) in accordance with the following conditions.~~

~~(1) The Registered Customer must be:~~

1.1.5 A “Disclosed Direct Client” is either

- (1) a DC Market Participant pursuant to Number 1.1.9;
- (2) a DC With System Access pursuant to Number 1.1.10; or
- (3) a Basic DC pursuant to Number 1.1.11.

A DC Market Participant or DC With System Access which has entered into an ICM Clearing Agreement between Eurex Clearing AG, a Clearing Member and such DC Market Participant or such DC With System Access in the form appended to the Clearing Conditions as Appendix 3 or Appendix 4 is referred to as “ICM Client”.

1.1.6 An entity may be set up as DC Market Participant, DC With System Access as well as Basic DC at the same time provided that:

- (1) if all DC-Related Transactions (irrespective of whether such DC-Related Transactions are Own Transactions or Indirect Client Transactions) are cleared under the same clearing model, all such DC-Related Transactions shall be combined in the same Standard Agreement;
- (2) if with respect to a Transaction Type an entity is set up as DC Market Participant or DC With System Access, such entity may not be set up as Basic DC for such Transaction Type in the same clearing model and with respect to the same Clearing Member; and
- (3) the systems of Eurex Clearing AG may provide for further restrictions to the set-up of entities as Disclosed Direct Client with respect to the same Clearing Member.

An Authorised Manager may simultaneously act in different capacities with respect to different Relevant Funds or Fund Segments.

1.1.7 The Clearing Member shall provide with respect to each Disclosed Direct Client the Disclosed Client Information to Eurex Clearing AG. Eurex Clearing AG may reject a Disclosed Direct Client on the basis of its compliance checks. If Eurex Clearing AG accepts that a Clearing Member clears DC-Related Transactions under the Elementary Clearing Model Provisions or the ISA Provisions such Transactions and such ISA Transactions shall be covered by the Clearing Agreement pursuant to Appendix 1 entered into by Eurex Clearing AG and the Clearing Member.

“Disclosed Client Information” means, subject to Number 1.1.12 Paragraph (2),

- (i) the name of the Disclosed Direct Client,

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- (ii) the address of its statutory seat,
- (iii) the e-mail address (for default management purposes) or alternative contact details of the Disclosed Direct Client,
- (iv) the telephone number of the Disclosed Direct Client, and
- (v) the legal entity identifier (LEI) of the Disclosed Direct Client.

1.1.8 With respect to each Disclosed Direct Client, the Clearing Member shall be responsible for the “Post-Trade Management”, i.e. it shall make all entries into the systems of Eurex Clearing AG that are required with respect to DC-Related Transactions.

All entries in the systems of Eurex Clearing AG relating to the Post-Trade Management made by a Clearing Member or by a DC Market Participant or a DC With System Access of a Clearing Member in accordance with Number 1.1.9 or Number 1.1.10 will be accepted by Eurex Clearing AG and shall be legally binding for and against such Clearing Member. Eurex Clearing AG shall not be obliged to assess whether the Clearing Member, DC Market Participant or DC With System Access was entitled to make any entries into Eurex Clearing AG's systems with respect the Post-Trade Management.

By requesting to set up the relevant DC Market Participant or DC With System Access in the systems of Eurex Clearing AG and allowing the DC Market Participant or DC With System Access to make entries in the systems of Eurex Clearing AG relating to the Post-Trade Management with respect to the DC-Related Transactions of such DC Market Participant or such DC With System Access, the Clearing Member accepts the legal consequences of any entries in the systems of Eurex Clearing AG made by the DC Market Participant or the DC With System Access with respect to all of the DC-Related Transactions of such DC Market Participant or DC With System Access.

1.1.9 DC Market Participant

- (1) A “DC Market Participant” is an entity (other than a Clearing Member) that is a trading participant on one or more Markets.
- (2) With respect to DC Market Participants that are trading participants at the Eurex Exchange, the Clearing Member hereby transfers the Post-Trade Management for DC-Related Transactions to the DC Market Participant.

Prior to any transfer, the Clearing Member informs Eurex Clearing AG about such transfer.

- (3) In case of a transfer of the Post-Trade Management to a DC Market Participant, such DC Market Participant (i) is required to enter into an Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG that incorporates the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (“Connection Agreement”) or (ii) must otherwise have accepted the General Terms and Conditions on Technical Connection to the Clearing EDP of Eurex Clearing AG.

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(4) The Clearing Member may agree with the DC Market Participant that:

- (a) the Clearing Member shall continue to be responsible for the Post-Trade Management with respect to all DC-Related Transactions of such DC Market Participant; the Clearing Member shall notify this to Eurex Clearing AG; or
- (b) the Clearing Member or the DC Market Participant (if applicable) shall outsource the Post-Trade Management with respect to all DC-Related Transactions of such DC Market Participant to a third party in accordance with Number 15.

A DC Market Participant is not required to enter into a Connection Agreement, if (i) the DC Market Participant has re-transferred the entire Post-Trade Management to the Clearing Member or a third party or the Clearing Member has transferred to the entire Post-Trade Management to a third party and (ii) clears under the Elementary Clearing Model Provisions or the ISA Provisions only. Irrespective of the preceding sentence, the DC Market Participant is required to enter into a Connection Agreement or (ii) must otherwise have accepted the General Terms and Conditions of the Connection Agreement when it makes entries into the systems of Eurex Clearing AG with respect to DC-Related Transactions.

1.1.10 DC With System Access

(1) A “DC With System Access” shall meet the following requirements:

- (a) it qualifies as
 - i. ~~(a)~~ a legal entity (*juristische Person*);₁
 - ii. ~~(b)~~ an investment fund with own legal personality (an “**Incorporated Fund**”);₁
 - iii. ~~(c)~~ an investment fund without legal personality (an “**Unincorporated Fund**”);₁
 - iv. ~~(d)~~ a sub-fund of an Incorporated Fund or an Unincorporated Fund (a “**Sub-Fund**”); ~~or~~, or
 - v. ~~(e)~~ a fund segment (i.e. a pool of assets and obligations segregated for book-keeping and technical settlement purposes) of an Incorporated Fund, an Unincorporated Fund or a Sub-Fund (a “**Fund Segment**”);₁
- (b) the Clearing Member has transferred the Post-Trade Management with respect to all DC-Related Transactions relating to such DC With System Access to such DC With System Access, and

~~(2) The Registered Customer has a technical connection to the systems of Eurex Clearing AG and has executed:~~

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(c) the DC With System Access has (i) entered into the Connection Agreement or (ii) has otherwise accepted the General Terms and Conditions on Technical Connection to the Clearing EDP of Eurex Clearing AG ~~that incorporates the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG; or~~

(2) The Clearing Member shall notify Eurex Clearing AG of such transfer (that shall then provide details for the access to its systems by the relevant DC With System Access).

~~(b) a Clearing Agreement that incorporates the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG;~~

(3) A DC With System Access may only participate in the Clearing of Eurex Transactions (Chapter II) and/or OTC Interest Rate Derivative Transactions (Chapter VIII) and may not already participate in the Clearing through a ~~any other~~ Clearing Member as a ~~Non-Clearing Member~~ DC Market Participant with respect to Eurex Transactions.

(4) The provisions with respect to DC-Related Transactions relating to Relevant Funds or Relevant Fund Segments pursuant to Number 1.1.12 apply with respect to a DC With System Access that is an Unincorporated Fund, Sub-Fund or Fund Segment.

1.1.11 Basic DC

(1) A "Basic DC" shall meet the following requirements:

(a) it qualifies as

i. a legal entity (*juristische Person*),

ii. an Incorporated Fund,

iii. an Unincorporated Fund,

iv. a Sub-Fund, or

v. a Fund Segment, and

(b) the Clearing Member has not transferred the Post-Trade Management with respect to all DC-Related Transactions relating to such Basic DC to such Basic DC.

A FCM Client (as defined in Chapter I Number 1.1.9 of the FCM Regulations (as defined in Number 6)) shall also be a Basic DC. FCM Clients exclusively participate in the clearing subject to and in accordance with the FCM Clearing Conditions (as defined in Number 6); accordingly and unless otherwise specified in these Clearing Conditions, references in the Clearing Conditions other than in [this](#)

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Number 1.1.11 Paragraph (1) to a "Basic DC" shall not include references to an FCM Client.

- (2) A Basic DC may only participate in the Clearing of Eurex Transactions and/or OTC Interest Rate Derivative Transactions (each an "RC-Eligible Transaction Type"). If, with respect to an RC-Eligible Transaction Type, an entity has entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 as a Registered Customer, such entity may not act as a Specified Client for such RC-Eligible Transaction Type. (Chapter II) and/or OTC Interest Rate Derivative Transactions (Chapter VIII).
- (3) A Clearing Member may grant the Basic DC access to the reports that Eurex Clearing AG provides to the Clearing Member with respect to the DC-Related Transactions relating to the relevant Basic DC in accordance with Number 16.3.
- (4) The provisions with respect to DC-Related Transactions relating to Relevant Funds or Relevant Fund Segments pursuant to Number 1.1.12 apply to Basic DCs that are Unincorporated Funds, Sub-Funds or Fund Segments, the following provisions apply:

1.1.12 Provisions relating to Unincorporated Funds, Sub-Funds or Fund Segments

(1) The following definitions shall apply:

(1) ~~Each reference in a Clearing Agreement to a "Registered Customer", an "ICM Client" or a "Basic Clearing Member" shall be to~~

(a) "Relevant Fund" means a particular Unincorporated Fund and/or Sub-Fund (a "Relevant Fund") or a particular Fund Segment (a "Relevant Fund Segment"), in each case as listed in Annex B to the Clearing Agreement. Sub-Fund.

(b) "Relevant Fund Segment" means a particular Fund Segment.

(2) ~~A Relevant Fund or Relevant Fund Segment without own legal personality may enter into the Clearing Agreement or Transactions only through~~

(c) "Authorised Manager" means a manager, general partner, trustee (or, in the case of a Sub-Fund or Fund Segment of an Incorporated Fund, the Incorporated Fund) (an "Authorised Manager"), which in each case is acting on behalf and for the account of the respective Relevant Fund or Relevant Fund Segment.

(2) Transactions of a Clearing Member relating to Relevant Funds or Relevant Fund Segments without own legal personality shall become subject to the Clearing as DC-Related Transactions, upon the request of the Clearing Member, either by setting up

(a) the Authorised Manager (acting for the account of such Relevant Fund(s) or Relevant Fund Segment(s)) as a single DC With System Access/Basic DC

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collectively with respect to all [DC-Related Transactions of the Clearing Member with Eurex Clearing AG relating to all transactions of the Clearing Member relating to those Relevant Funds or Relevant Fund Segments for whose account such Authorised Manager acts](#); or

- (b) the individual Relevant Funds or individual Relevant Fund Segments (for whose account the Authorised Manager acts) [as separate DCs With System Access/Basic DCs](#) (in each case, acting through such Authorised Manager), in each case separately and independently for only those [DC-Related Transactions of the Clearing Member with Eurex Clearing AG relating to such particular Relevant Fund or such particular Relevant Fund Segment](#).

In the case of (a) above, references in these Clearing Conditions to a "[DC With System Access/Basic DC](#)" shall, for the avoidance of doubt, constitute references to the Authorised Manager acting for the account of all such Relevant Funds and all such Relevant Fund Segments collectively.

If a [DC With System Access/Basic DC](#) shall be established in accordance with (b) above, the [Disclosed Client Information](#) also includes the name of the Relevant Fund or the Relevant Fund Segment. [In such case, when submitting a transaction for Clearing with respect to a Relevant Fund or a Relevant Fund Segment \(in each case, acting through such Authorised Manager\), the Clearing Member shall inform Eurex Clearing AG to which Relevant Fund or Relevant Fund Segment the cleared DC-Related Transaction shall relate.](#)

- (3) Eurex Clearing AG assumes no responsibility, and accordingly, it shall remain the responsibility of the relevant Clearing Member and the relevant Authorised Manager, to ensure that the Authorised Manager has the power to act for the account of the Relevant Fund or Fund Segment and verify whether any set-up of the Authorised Manager or of any Relevant Fund or Relevant Fund Segment (on whose account the Authorised Manager acts) as a [DC With System Access/Basic DC](#) complies with any applicable law or regulatory requirements.
- (4) Paragraphs 1 to 3 shall apply *mutatis mutandis* with respect to an Incorporated Fund or another legal entity which may elect to act through an Authorised Manager. After such election by the Clearing Member, the Incorporated Fund or legal entity shall be deemed to be a Relevant Fund for the purpose of this Number 1.1.12.
- (5) Under the Individual Clearing Model Provisions and the Basic Clearing Member Provisions:
- (a) Each reference in an ICM Clearing Agreement to a ICM Client or in a Basic Clearing Member Clearing Agreement to a Basic Clearing Member shall be to a Relevant Fund or a Relevant Fund Segment, in each case as listed in Annex B to the ICM Clearing Agreement or to the Basic Clearing Member Clearing Agreement (as applicable). Each reference in this Number 1.1.12 and in an ICM Clearing Agreement or Basic Clearing Member Clearing Agreement to Annex B thereof shall be a reference to the then current version of that Annex.

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- (b) A Relevant Fund or Relevant Fund Segment without own legal personality may enter into a ICM Clearing Agreement or Basic Clearing Member Agreement only through an Authorised Manager, in each case acting on behalf and for the account of the respective Relevant Fund or Relevant Fund Segment.
- (c) When entering into a Transaction for the account of a Relevant Fund or Relevant Fund Segment under the Individual Clearing Model Provisions or the Basic Clearing Member Provisions, the Authorised Manager shall inform Eurex Clearing AG and the Clearing Member or Clearing Agent, respectively, for which Relevant Fund or Relevant Fund Segment that Transaction is entered into.
- (4d) The set-off of claims of a Relevant Fund or Relevant Fund Segment (in each case, acting through the Authorised Manager) with or against any other claims (including those of another ICM Client, ~~Registered Customer~~ or Basic Clearing Member) is excluded.
- (e) If a ICM Client or a Basic Clearing Member is (i) a unit trust in the form of an authorised unit trust scheme in England and Wales (as defined in Section 237 of the Financial Services and Markets Act), (ii) a unit trust established under the Irish Unit Trusts Act 1990 in Ireland or (iii) a unit trust operating as a mutual fund in compliance with the Cayman Islands Mutual Funds Law (2013 Revision) (each a "Unit Trust") acting through an Authorised Manager, such Authorised Manager shall act as a trustee of that Unit Trust and the ICM Clearing Agreement or Basic Clearing Member Clearing Agreement and each ~~Transaction~~ transaction between the Clearing Member and such ICM Client or Basic Clearing Member shall be construed accordingly.
- (6f) For each Relevant Fund and each Relevant Fund Segment, the Authorised Manager acting for the account of that Relevant Fund or Relevant Fund Segment represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that:
- ~~(a)~~(i) the Authorised Manager has the power to enter into and perform the Clearing Agreement and each Transaction, as applicable, for the account of that Relevant Fund or Fund Segment;
- ~~(b)~~(ii) the Relevant Fund or Relevant Fund Segment, as applicable, has been established in compliance with applicable law and is legally existent;
- ~~(c)~~(iii) in case the Relevant Fund is a Unit Trust, the Authorised Manager has the right to be indemnified out of the assets of the Relevant Fund or Relevant Fund Segment in respect of any obligation undertaken or to be undertaken by the Authorised Manager under a ICM Clearing Agreement, Basic Clearing Member Agreement or in relation to Transactions for the account of the Relevant Fund or Relevant Fund Segment.

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- ~~(7)~~(g) Eurex Clearing AG may require the Relevant Fund or Relevant Fund Segment (or if applicable, the relevant Authorised Manager) to provide, at its own expense, a legal opinion from leading counsel approved by Eurex Clearing AG that verifies and confirms the accuracy of the representations set forth under Paragraph ~~(6)~~(f) and Number 1.7.1.
- ~~(8)~~(h) The Authorised Manager acting for the account of a Relevant Fund Segment further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG with respect to each Relevant Fund Segment that:
- (a) it has informed the investors of the Relevant Fund Segment of the contractual segregation between fund segments in connection with the Clearing and of any potential adverse economic effects that the entering into the ICM Clearing Agreement or Basic Clearing Member Agreement and Transactions may have for that Relevant Fund Segment in comparison to an entering into the Clearing Agreement and Transactions without such contractual segregation;
 - (b) the investors of the Relevant Fund Segment are willing to bear the potential economic risks and adverse effects which are related to a contractual segregation of that Relevant Fund Segment; and
 - (c) to the extent applicable, the prospectus relating to the relevant funds discloses the contractual segregation of fund segments and any potential economic risk of such contractual segregation between fund segments as set forth under (a) above.
- ~~(9)~~(i) An amendment to the relevant ICM Clearing Agreement or Basic Clearing Member Agreement due to an accession, change in name, termination or merger of a Relevant Fund or Relevant Fund Segment may be effected by the submission of an amended Annex B to ~~the such ICM Clearing Agreement or Basic Clearing Member Agreement~~ to Eurex Clearing AG signed by the Clearing Member and the ~~Registered Customer or by ICM Client or~~ the Clearing Agent and the Basic Clearing Member, as relevant, and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

In the case of an accession of a new Relevant Fund or new Relevant Fund Segment, or a merger by new establishment (*Verschmelzung durch Neugründung*) of a Relevant Fund or Relevant Fund Segment, such amendment shall constitute a new ICM Clearing Agreement pursuant to the ~~applicable~~ Appendix 3 or 4 or a new Basic Clearing Member Agreement pursuant to Appendix 10 with the new or newly established Relevant Fund or Relevant Fund Segment acting through the Authorised Manager ~~and shall relate, with respect to a Clearing Agreement pursuant to Appendix 2, to the Standard Agreement as specified by the Authorised Manager.~~

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(j) [The termination of an ICM Clearing Agreement or Basic Clearing Member Clearing Agreement](#) entered into by the Authorised Manager acting for the account of a Relevant Fund or Relevant Fund Segment pursuant to Number 13.2.1 in connection with Number 13.1.1 may also be effected by the Authorised Manager submitting to [in the case of an ICM Clearing Agreement, Eurex Clearing AG and the Clearing Member](#) ~~or, or, in the case of a Basic Clearing Member Clearing Agreement, Eurex Clearing AG and~~ the Clearing Agent, ~~as relevant,~~ an amended Annex B to ~~the~~ [such ICM Clearing Agreement or Basic Clearing Member Clearing Agreement](#) in which that Relevant Fund or Relevant Fund Segment has been deleted.

~~(11) Each reference in this Number 1.1.7 and in a Clearing Agreement to Annex B of such Clearing Agreement shall be a reference to the then current version of that Annex.~~

~~1.1.8A Registered Customer or a Basic Clearing Member which is an Incorporated Fund or another legal entity may elect to act through an Authorised Manager and shall following such election be deemed to be a Relevant Fund for the purpose of Number 1.1.7~~

(k) [An ICM Client or an Basic Clearing Member which is an Incorporated Fund or another legal entity may elect to act through an Authorised Manager and shall following such election be deemed to be a Relevant Fund for the purpose of this Number 1.1.12 \(5\), which shall then apply mutatis mutandis. Such Registered Customer or Basic Clearing Member ICM Client shall nonetheless make the representations and warranties set out in Number 1.1.7 \(6\) 1.1.12 \(5\) \(f\) and Number 1.7 independently and with respect to itself each time it enters \(acting through the Authorised Manager\) into a ICM Clearing Agreement or Basic Clearing Agreement a Transaction. The election takes effect upon submission of the relevant details in Annex B to the relevant ICM Clearing Agreement or Basic Clearing Member Agreement in accordance with Number 1.1.7 1.1.12 \(9\) \(i\).](#)

~~A Basic Clearing Member may only enter into one or more Clearing Agreements in the form appended to the Clearing Conditions as Appendix 10 with a Clearing Agent and Eurex Clearing AG. 1.1.10 — Any entity (including, subject to Paragraph (2), an Authorised Manager, a Relevant Fund or a Relevant Fund Segment) that is (i) a direct client (other than a Non-Clearing Member or a Registered Customer) of a Clearing Member with respect to which such Clearing Member has provided the Specified Client Information to Eurex Clearing AG and that has not been rejected by Eurex Clearing AG on the basis of its compliance checks or (ii) an FCM Client (as defined in Chapter I Number 1.1.9 of the FCM Regulations (as defined in Number 6)) shall be a “Specified Client”. FCM Clients exclusively participate in the clearing subject to and in accordance with the FCM Clearing Conditions (as defined in Number 6); accordingly and unless otherwise specified in these Clearing Conditions, references in the Clearing Conditions other than in the first sentence of this Number 1.1.10 to a “Specified Client” shall not include~~

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~~references to an FCM Client. A Specified Client shall not have a contractual relationship with Eurex Clearing AG and shall not be required to enter into a Clearing Agreement.~~

~~“Specified Client Information” means, subject to Paragraph (2), (i) the name of the Specified Client, (ii) the address of its statutory seat, (iii) the e-mail address (for default management purposes) or alternative contact details of the Specified Client, (iv) the telephone number of the Specified Client and (v) the legal entity identifier (LEI) of the Specified Client.~~

~~(1) A Specified Client may participate in the Clearing of Eurex Transactions (Chapter II) and OTC Interest Rate Derivative Transactions (Chapter VIII) only.~~

~~(2) If Transactions of the Clearing Member relating to Relevant Funds or Relevant Fund Segments acting through an Authorised Manager shall become subject to the Clearing as SC-Related Transactions, upon the request of the Clearing Member either~~

~~(a) the Authorised Manager acting for the account of such Relevant Funds or Relevant Fund Segments may be set up as a single Specified Client collectively with respect to all Transactions of the Clearing Member relating to these Relevant Funds or Relevant Fund Segments for whose account such Authorised Manager acts; or~~

~~(b) the individual Relevant Funds or individual Relevant Fund Segments for whose account the Authorised Manager acts may be set up as separate Specified Clients (in each case, acting through such Authorised Manager), in each case separately and independently for only those Transactions of the Clearing Member relating to such respective particular Relevant Fund or such particular Relevant Fund Segment.~~

~~In the case of (a) above, references in these Clearing Conditions to a “Specified Client” shall, for the avoidance of doubt, constitute references to the Authorised Manager acting for the account of all such Relevant Funds and all such Relevant Fund Segments collectively.~~

~~If a Specified Client shall be established in accordance with (b) above, the Specified Client Information also includes the name of the Relevant Fund or the Relevant Fund Segment.~~

~~Eurex Clearing AG assumes no responsibility, and accordingly, it shall remain the responsibility of the relevant Clearing Member and the relevant Authorised Manager, to ensure that the Authorised Manager has the power to act for the account of the Relevant Fund or Fund Segment and verify whether any set up of the Authorised Manager or of any Relevant Fund or Relevant Fund Segment (on whose account the Authorised Manager acts) as a Specified Client complies with any applicable law or regulatory requirements.~~

~~(3) If, with respect to a Transaction Type, an entity already acts as a Specified Client, such entity may not act as a Non-Clearing Member or Registered Customer for such~~

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~~Transaction Type. For the avoidance of doubt, an Authorised Manager may simultaneously act in different capacities with respect to different Relevant Funds or Fund Segments.~~

1.1.13 An entity (other than a Clearing Member or a Direct Client) that is a trading participant on one or more Markets may, for purposes of the Clearing, be set up as an Indirect Client ("Indirect Client Market Participant"), provided that DC-Related Transactions relating to an Indirect Client Market Participant can only be cleared pursuant to and in accordance with the Elementary Clearing Model Provisions.

(1) The Clearing Member shall provide, with respect to each of its Indirect Client Market Participants, the same information to Eurex Clearing AG as the Disclosed Client Information for DC Market Participants under Number 1.1.7.

(2) The Indirect Client Market Participant can only be set up (i) as a client of a Disclosed Direct Client (other than a DC Market Participant) or (ii) as a client of a direct client that, in the systems of Eurex Clearing AG, is set up neither as a Disclosed Direct Client nor as an Undisclosed Direct.

In the case of (ii), the Clearing Member may, but is not required to, disclose the identity of such direct client to Eurex Clearing AG. If the Clearing Member elects to disclose the identity of such direct client to Eurex Clearing AG, the Clearing Member shall provide the following information on such direct client to Eurex Clearing AG: (a) the name of such direct client, (b) the address of its statutory seat, (c) the e-mail address or alternative contact details of such direct client, (d) the telephone number of such direct client and (e) the legal entity identifier (LEI) of such direct client. If such direct client is so disclosed to Eurex Clearing AG, such direct client does not become a Direct Client for purposes of the Clearing Conditions, except that references in the provisions on porting set out in Part 2 Subpart C Number 8 and in the provisions on the return of a client balance set out in Part 2 Subpart C Number 9 to a Disclosed Direct Client shall be read to include such direct client.

(3) Eurex Clearing AG may reject an Indirect Client Market Participant on the basis of its compliance checks.

(4) Subject to the Special Clearing Provisions, only one Clearing Member may clear Client-Related Transactions (as defined in Number 1.2.3) relating to a particular Indirect Client Market Participant.

(5) Numbers 1.1.8 and 1.1.9 Paragraphs (2) to (4) apply *mutatis mutandis* with respect to an Indirect Client Market Participant.

1.2 Clearing Procedures

1.2.1 General

(1) The specific Clearing Procedures applicable to a Transaction shall be determined on the basis of:

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- (a) the general clearing provisions set out in Part 1 of these General Provisions (the “**General Clearing Provisions**” ~~(Allgemeine Clearing-Bedingungen)~~); and
- (b) either
- (aa) the elementary clearing model provisions set out in Part 2 of these General Provisions (the “**Elementary Clearing Model Provisions**”) ~~(Grund-Clearingmodell-Bedingungen)~~,
- (bb) the individual clearing model provisions set out in Part 3 of these General Provisions (the “**Individual Clearing Model Provisions**” ~~(Individual-Clearingmodell-Bedingungen)~~), either pursuant to the Individual Clearing Model Provisions under Eurex Clearing AG Documentation (as defined in Part 3 of these General Provisions, the “**ICM-ECD Provisions**”) or pursuant to the Individual Clearing Model Provisions under Client Clearing Documentation (as defined in Part 3 of these General Provisions, the “**ICM-CCD Provisions**”),
- (cc) the individual ~~clearing model~~ segregated account provisions for Specified Disclosed Direct Clients set out in Part 4 of these General Provisions (the “**ICM for Specified Clients-Individual Segregated Account Provisions**” ~~(ICM-Bedingungen für Spezifizierte Kunden)~~ or “ISA Provisions”) or
- (dd) the basic clearing member provisions set out in Part 6 of these General Provisions (the “**Basic Clearing Member Provisions**”); and
- (c) the provisions applicable to the relevant Transaction Type set out in Chapters II-IX (together with all contract specifications, rules and regulations incorporated by reference or specified therein, as applicable, the “**Special Clearing Provisions**” ~~(Besondere Clearing-Bestimmungen)~~) which *inter alia* comprise provisions relating to the settlement of the relevant Transaction Type by payment of a cash amount determined by reference to a Security or asset (“**Cash Settlement**”) or by physical delivery of the relevant Security or asset against payment or free of payment as set out in the Special Clearing Provisions (“**Physical Delivery**”).
- (2) In case of any conflicts between (i) the General Clearing Provisions and (ii) the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ ISA Provisions or the Basic Clearing Member Provisions, as applicable, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ ISA Provisions or the Basic Clearing Member Provisions, as applicable, prevail. In case of any conflicts between the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ ISA Provisions or the Basic Clearing Member Provisions, as applicable, and the Special Clearing Provisions, the Special Clearing Provisions prevail.

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- (3) The Clearing Conditions provide for terms and conditions with regard to ~~(i) the legal relationship between Eurex Clearing AG and (i) the relevant Clearing Member, (ii) the relevant Basic Clearing Member, and, (iii) with respect to the ICM-ECD Provisions, in addition to (i) also~~ the legal relationship between ~~Eurex Clearing AG and the relevant Clearing Member, (ii) the legal relationship between the Clearing Member and a Non-Clearing Member or a Registered Customer and (iii) the legal relationship between Eurex Clearing AG and the relevant Basic Clearing Member~~the Clearing Member and an ICM Client, in each case in accordance with the following principles:
- (a) All rights and obligations of Eurex Clearing AG and the relevant Clearing Member under and with respect to their mutual Transactions under one or more Clearing Agreements shall be construed as rights and obligations under one or more separate arrangements (each hereinafter a “**Standard Agreement**” (*Grundlagenvereinbarung*)), in accordance with the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients~~ ISA Provisions.
- ~~(b) If provided for in the Elementary Clearing Model Provisions or the ICM-ECD Provisions, all rights and obligations of the relevant Clearing Member and a Non-Clearing Member under and with respect to their mutual Transactions under a Clearing Agreement shall be construed as rights and obligations under a separate arrangement (each hereinafter also a “Standard Agreement” (*Grundlagenvereinbarung*)). If the ICM-CCD Provisions apply, no Standard Agreement will be established between the Clearing Member and the Non-Clearing Member by these Clearing Conditions.~~
- ~~(c) If provided for in the Elementary Clearing Model Provisions or the ICM-ECD Provisions, all rights and obligations of the relevant Clearing Member and a Registered Customer under and with respect to their mutual Transactions under a Clearing Agreement shall be construed as rights and obligations under a separate arrangement (each hereinafter also a “Standard Agreement” (*Grundlagenvereinbarung*)). If the ICM-CCD Provisions apply, no Standard Agreement will be established between the Clearing Member and the Registered Customer by these Clearing Conditions.~~
- ~~(d) If provided for in the Elementary Clearing Model Provisions and if a Clearing Member and the same entity acting as both Non-Clearing Member and Registered Customer have entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2, all rights and obligations (if any) of the relevant Clearing Member and the relevant entity acting as Non-Clearing Member and Registered Customer under and with respect to their mutual Transactions under such Clearing Agreement shall be subject to one and the same Standard Agreement.~~
- ~~(e) If provided for in the ICM-ECD Provisions and if Eurex Clearing AG, a Clearing Member and the same entity acting as both Non-Clearing Member and~~

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~~Registered Customer have entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 3, all rights and obligations of the Clearing Member and the relevant entity acting as Non-Clearing Member and Registered Customer under and with respect to their mutual Transactions under such Clearing Agreement shall be subject to one and the same Standard Agreement.~~

- (b) If provided for in the Basic Clearing Member Provisions, all rights and obligations of Eurex Clearing AG and a Basic Clearing Member with respect to their mutual Basic Clearing Member Transactions (as defined in Part 6 Number 1.2) under a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 10 shall constitute a separate arrangement (each hereinafter also a **“Standard Agreement”** (*Grundlagenvereinbarung*)) in accordance with the Basic Clearing Member Provisions.
- (c) If provided for in the ICM-ECD Provisions, all rights and obligations of the relevant Clearing Member and an ICM Client under and with respect to their mutual Transactions under an ICM Clearing Agreement shall be construed as rights and obligations under a separate arrangement (each hereinafter also a **“Standard Agreement”** (*Grundlagenvereinbarung*)). For the avoidance of doubt, if the ICM-CCD Provisions apply, no Standard Agreement will be established between the Clearing Member and the ICM Client by these Clearing-Conditions.

1.2.2 Conclusion of Transactions and Transfer of Transactions

Transactions pursuant to these Clearing Conditions will be concluded and may be transferred in accordance with this Number 1.2.2. However, the conclusion of Market Transactions and OTC Transactions between Eurex Clearing AG and a Basic Clearing Member is exclusively subject to the Basic Clearing Member Provisions.

(1) Market Transactions

Market Transactions are concluded as follows:

- (a) Whenever an order or quote entered into the trading systems of a Market by a Clearing Member is matched with another order or quote, in each case a Market Transaction with identical terms shall be concluded between Eurex Clearing AG and the relevant Clearing Member(s) (each hereinafter also an **“executing Clearing Member”**).
- (b) All entries made by a ~~Non-Clearing Member~~ DC Market Participant or an Indirect Client Market Participant in its capacity as ~~such Market participant~~ into the trading system, ~~if applicable, of the relevant Market~~ shall be directly binding for and against its Clearing Member. Whenever an order or quote entered into the trading systems of a Market by a ~~Non-Clearing Member~~ DC Market Participant or an Indirect Client Market Participant is matched with another order or quote, in each case a Market Transaction with identical terms shall be

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concluded between Eurex Clearing AG and the relevant Clearing Member(s) and ~~only if the entry has been made by a DC Market Participant, under the ICM-ECD Provisions,~~ a corresponding Transaction shall be concluded simultaneously between such ~~Non-Clearing Member~~ DC Market Participant (hereinafter also an “**executing ~~Non-Clearing Member~~DC Market Participant**”) and its Clearing Member.

- (c) Whenever after conclusion of a Market Transaction pursuant to ~~Paragraph~~ paragraph (a) or (b) above,
- (aa) the executing Clearing Member requests Eurex Clearing AG to book the relevant Market Transaction from a NOSA Direct Client Account of the Clearing Member to a Transaction Account of the Clearing Member relating to a specific ~~Registered Customer~~ DC With System Access or Basic DC (NCM/RC-DC Own Account or Customer Account), either by way of an account booking within the same Standard Agreement or by way of a transfer to another Standard Agreement of such Clearing Member in accordance with the Special Clearing Provisions and Number 1.2.2 Paragraph (5) (a) ~~;~~ or
- (bb) another Clearing Member requests Eurex Clearing AG to book the relevant Market Transaction to a Transaction Account of the Clearing Member relating to a specific ~~Registered Customer~~ DC With System Access or Basis DC (NCM/RC-DC Own Account or Customer Account) following a transfer of the Market Transaction to it from the executing Clearing Member in accordance with the Special Clearing Provisions and pursuant to Number 1.2.2 Paragraph (5) (a)),

and Eurex Clearing AG accepts such request, (i) such Market Transaction shall be booked to the relevant account, and, (ii) under the ICM-ECD Provisions a corresponding Transaction on identical terms shall be concluded between such ICM Client and its Clearing Member ~~and such Registered Customer~~. The relevant Clearing Member is obliged to obtain the required instruction from the relevant ~~Registered Customer before a conclusion of the Transaction between the relevant Clearing Member and the Registered Customer pursuant to the first Sub-Paragraph~~ DC With System Access or Basic DC before making a request pursuant to (i) or (ii) are implemented, unless the relevant DC With System Access has made the relevant system entry itself in accordance with Number 1.1.8.

~~It is the responsibility of the executing Clearing Member or the executing Non-Clearing Member and its respective customer to agree on a bilateral basis that any back-to-back transaction concluded between them, if any, upon a matching pursuant to Paragraph (a) or (b) in accordance with their bilateral arrangement, shall be cancelled upon the conclusion of the Transaction between the relevant Clearing Member and the Registered Customer pursuant to the first Sub-Paragraph.~~

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(2) OTC Transactions

OTC Transactions will be concluded by way of novation.

Whenever

- (i) an over-the-counter transaction (the “**Original OTC Transaction**”) is submitted to Eurex Clearing AG by Clearing Members or by a ~~Non-Clearing Member or a Registered Customer, respectively~~ DC With System Access or Basic DC, either directly or via a third party information provider, as provided for in the Special Clearing Provisions, and
- (ii) Eurex Clearing AG accepts such Original OTC Transaction for inclusion in the Clearing Procedures in accordance with the Special Clearing Provisions,

Eurex Clearing AG will, subject to the following provisions, interpose itself by means of a novation as central counterparty between the parties of the Original OTC Transaction.

Any novation of Original OTC Transactions shall be subject to the novation procedures, criteria and effectiveness requirements specified in the Special Clearing Provisions. The OTC Transactions resulting from the novation shall not be subject to the valid existence of the Original OTC Transaction (abstract novation).

The Original OTC Transaction shall – subject to the Special Clearing Provisions – upon the novation becoming effective be replaced by two OTC Transactions, each on terms that are identical to the terms of the other OTC Transaction, between Eurex Clearing AG and the relevant Clearing Member(s).

To the extent that a ~~Non-Clearing Member or a Registered Customer, respectively, which is a party to a Clearing Agreement,~~ ICM Client is a counterparty to the Original OTC Transaction, upon conclusion of the OTC Transactions between Eurex Clearing AG and the Clearing Member(s) ~~a corresponding (a) such~~ OTC Transaction will shall be booked to the relevant account, simultaneously and, (b) under the ICM-ECD Provisions, a corresponding Transaction on identical terms shall be concluded between ~~the Non-Clearing Member or Registered Customer, respectively,~~ such ICM Client and its Clearing Member.

Unless expressly set out otherwise in the Special Clearing Provisions, it is the responsibility of the parties to the Original OTC Transaction to agree on a bilateral basis on the effects of the novation with respect to the Original OTC Transaction, ~~in particular whether, upon the novation becoming effective, (i) the Original OTC Transaction shall be cancelled, (ii) the parties to the Original OTC Transaction shall be released from their obligations to each other under such Original OTC Transaction and (iii) any outstanding obligations relating to payments and deliveries that have become due, but have not been paid or delivered on or before the date of novation shall continue to exist in accordance with the contractual provisions of the Original OTC Transaction.~~

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~~— The relevant Clearing Member is obliged to obtain the required instruction from the Registered Customer before the conclusion of an RC-Related Transaction.~~

(3) Securities Lending Transactions

Securities Lending Transactions will be concluded by way of novation in accordance with Chapter IX.

(4) Transactions pursuant to the Default Management Process; Settlement failures

(a) Eurex Clearing AG may conclude Transactions of any Transaction Type with a Clearing Member, a Clearing Agent or a Basic Clearing Member pursuant to the Clearing Conditions as part of Eurex Clearing AG's default management process pursuant to Number 7.5 below and include such Transactions in the Clearing.

(b) Eurex Clearing AG may conclude Transactions of any Transaction Type with a Clearing Member or a Basic Clearing Member pursuant to the Clearing Conditions as part of Eurex Clearing AG's procedures to hedge or manage liquidity risks or any other risks that Eurex Clearing AG may be exposed to with respect to a failed settlement of a Transaction on the scheduled settlement day.

(5) Transfer of Transactions

(a) Subject to the terms and conditions set out in the Special Clearing Provisions and this Paragraph (5), a Clearing Member or a Basic Clearing Member (the "**Transferor Clearing Member**" for the purposes of Paragraph (a) through (c)) may with the consent of Eurex Clearing AG transfer a Transaction concluded with Eurex Clearing AG (for the purposes of Paragraph (c) each an "**Original Transaction**") (i) into another Standard Agreement between such Transferor Clearing Member and Eurex Clearing AG or (ii) upon a prior agreement with another Clearing Member or a Basic Clearing Member holding the applicable Clearing License or Basic Clearing Member Clearing License, respectively, for such Transaction, to such Clearing Member or Basic Clearing Member (for the purposes of Paragraph (a) through (c) the "**Transferee Clearing Member**").

(b) If the Transaction to be transferred pursuant to Paragraph (a) above is ~~an NCM-Related Transaction (as defined in Number 1.2.3 Paragraph (1) (b)(bb)) or a RC-Related Transaction (as defined in Number 1.2.3 Paragraph (1) (b)(cc))~~ a DC-Related Transaction relating to a DC Market Participant, a DC With System Access or an Indirect Client Market Participant, the transfer of the relevant DC-Related Transaction requires the consent of the relevant ~~Non-Clearing Member or Registered Customer~~ DC Market Participant, DC With System Access or Indirect Client Market Participant (which consent may, in ~~each case of an ICM Clearing Agreement~~, be generally given ~~in the relevant Clearing Agreement~~; if therein). If such consent is given, (i) the Transaction between Eurex Clearing AG and the Transferor Clearing Member, and (ii) under the ICM-ECD Provisions, the Transaction between the Transferor Clearing Member and the

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~~Non-Clearing Member or Registered Customer, as the case may be,~~ [ICM Client](#) (for the purposes of Paragraph (c) each an “**Original Transaction**”) shall, subject to the Special Clearing Provisions, be transferred ~~simultaneously~~ [\(and the transfers pursuant to \(i\) and \(ii\) shall occur simultaneously\)](#).

(c) Any transfer of an Original Transaction shall occur by way of novation and, subject to the provisions of the Special Clearing Provisions, (i) the parties to the relevant Original Transaction shall be released from their obligations to each other under such Original Transaction (provided that any outstanding obligations relating to payments and deliveries that have become due, but have not been paid or delivered on or before the date of novation shall continue to exist under the contractual provisions of the Original Transaction, but shall be deemed to have been discharged under the newly established Transactions) and (ii), the following new Transactions shall be established on terms identical to such Original Transaction:

(aa) in the case of a transfer pursuant to Paragraph (a), ~~item (i)~~ above, a Transaction between the Transferor Clearing Member and Eurex Clearing AG pursuant to the terms of such other Standard Agreement; or

(bb) in the case of a transfer pursuant to Paragraph (a), ~~item (i)~~ in connection with Paragraph (b) [\(i\)](#) above, a Transaction between the Transferor Clearing Member and Eurex Clearing AG and, in the case of Paragraph (b) [\(ii\)](#) above, [under the ICM-ECD Provisions](#), a Transaction between the Transferor Clearing Member and the relevant ~~Non-Clearing Member or Registered Customer, as the case may be~~ [ICM Client](#), in both cases pursuant to the terms of the relevant Standard Agreement, as applicable to such ~~Non-Clearing Member or Registered Customer~~ [ICM Client](#); or

(cc) in the case of a transfer pursuant to Paragraph (a), ~~item (ii)~~ above, a Transaction between the Transferee Clearing Member and Eurex Clearing AG pursuant to the terms of the relevant applicable Standard Agreement selected by the Transferee Clearing Member and Eurex Clearing AG; or

(dd) in the case of a transfer pursuant to Paragraph (a), ~~item (ii)~~ in connection with Paragraph (b) [\(i\)](#) above, a Transaction between the Transferee Clearing Member and Eurex Clearing AG, and, in the case of Paragraph (b) [\(ii\)](#) above, [under the ICM-ECD Provisions](#), a Transaction between the Transferee Clearing Member and the relevant ~~Non-Clearing Member or Registered Customer, as the case may be~~ [ICM Client](#), in both cases pursuant to the terms of the relevant Standard Agreement, as applicable to such ~~Non-Clearing Member or Registered Customer~~ [ICM Client](#).

The Transactions resulting from the novation shall not be subject to the valid existence of the Original Transaction (abstract novation).

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~~(d) Subject to the provisions set out in the Special Clearing Provisions and if the Elementary Clearing Model Provisions apply a Clearing Member may agree with a Non-Clearing Member or Registered Customer, respectively, (for the purposes of this Paragraph (d) the “Transferor”) on a transfer of a Transaction (for the purposes of this Paragraph (d) an “Original Transaction”) from the Transferor to another Non-Clearing Member or Registered Customer, respectively, (for the purposes of Paragraph (d) the “Transferee”) upon a prior consent by such party (which consent may be generally given in the relevant Clearing Agreements).~~

~~Any such transfer shall occur by way of novation and, and subject to the provisions of the Special Clearing Provisions, (i) the parties to the relevant Original Transaction shall be released from their obligations to each other under such Original Transaction (provided that any outstanding obligations relating to payments and deliveries that have become due, but have not been paid or delivered on or before the date of novation shall continue to exist under the contractual provisions of the Original Transaction, but shall be deemed to have been discharged under the newly established Transaction) and (ii) a new Transaction between the Clearing Member and the Transferee shall be established on terms identical to such Original Transaction pursuant to the terms of the relevant Standard Agreement, as applicable to such Transferee.~~

~~The Transaction resulting from the novation shall not be subject to the valid existence of the Original Transaction (abstract novation).~~

~~(e) Subject to the terms and conditions set out in the Special Clearing Provisions, a Non-Clearing Member or Registered Customer, respectively, (the “Transferor”~~

(d) Subject to the Special Clearing Provisions, a DC Market Participant, a DC with System Access or an Indirect Client Market Participant (for the purposes of this Paragraph (d) the “Transferor”) may, with the prior consent of its Clearing Member (for the purposes of this Paragraph (e)) may, with the prior consent of its Clearing Member (for the purposes of this Paragraph (e)) the “Transferor Clearing Member”) and Eurex Clearing AG, agree on the transfer of a (i) a DC-Related Transaction concluded by between the Transferor with Clearing Member and Eurex Clearing AG and (ii) if the ICM-ECD Provisions apply, a transaction between the Transferor and the Transferor Clearing Member and (ii) the corresponding to the DC-Related Transaction between the Transferor (for the purposes of this Paragraph (d) each an “Original Transaction”), in the case of (i) to another Clearing Member and Eurex Clearing AG (for the purposes of this Paragraph (e) each an “Original Transaction”) to another Non-Clearing Member or Registered Customer, respectively, (for the purposes of this Paragraph (e) the “Transferee”) and to the Transferee's Clearing Member (for the purposes of this Paragraph (e)) the “Transferee Clearing Member”) provided that the Transferee Clearing Member holds the applicable Clearing License for such Original Transactions and has given its prior consent to the

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transfer and in the case of (ii) to another ICM Client (for the purposes of this Paragraph (e) the “Transferee”).

Any such transfer shall occur by way of novation and, subject to the provisions of the Special Clearing Provisions, (i) the parties to the relevant Original Transaction shall be released from their obligations to each other under such Original Transaction (provided that any outstanding obligations relating to payments and deliveries that have become due, but have not been paid or delivered on or before the date of novation shall continue to exist under the contractual provisions of the Original Transaction, but shall be deemed to have been discharged under the newly established Transactions) and (ii) new Transactions between (x) the Transferee ~~and the Transferee~~ Clearing Member and Eurex Clearing AG and (y) if the ICM-ECD Provisions apply, the Transferee Clearing Member and ~~Eurex Clearing AG~~ the Transferee shall be established on terms identical to the relevant Original Transaction ~~pursuant to the terms of the relevant Standard Agreement, as applicable to such Transferee and Transferee Clearing Member~~.

- (~~f~~e) (i) In the case of a transfer of a Transaction which is subject to the ICM-CCD Provisions or (ii) in the case of a transfer of a Transaction which shall become subject to the ICM-CCD Provisions after such transfer, Paragraphs (a) through (~~e~~) ~~and Paragraph (e)~~ shall only apply with respect to Transactions subject to a Standard Agreement pursuant to the Clearing Conditions. For the avoidance of doubt, ~~the transfer of~~ a Transaction transferred by way of novation or otherwise which is or shall become subject to a Client Clearing Agreement ~~with a Non-Clearing Member or Registered Customer, as the case may be~~, (as defined in Part 3 Subpart C Number 2.1.1 of the Individual Clearing Model Provisions); with an ICM Client will be novated or established on identical terms pursuant to the terms of such Client Clearing Agreement.
- (~~g~~f) Sub-paragraphs (d) ~~to (f) and (e)~~ do not apply in respect of any Basic Clearing Member Transactions.

(6) Restrictions

- (a) With regard to any single Transaction, unless explicitly stated in the Clearing Conditions, neither party shall have a contractual right to rescission (*Rücktrittsrecht*) or termination (*Kündigungsrecht*) for reason of errors, price corrections or similar causes or for any adjustment of such Transaction.
- (b) Any statutory rights of rescission or termination with regard to any single Transaction shall be excluded unless such right is based on a breach of duty (*Pflichtverletzung*) Eurex Clearing AG is responsible for (*Vertretenmüssen*). The right for termination of the Clearing Agreement for serious cause (*aus wichtigem Grund*) shall remain unaffected.
- (c) A party to a Transaction may not avoid such Transaction (*anfechten*) for mistake (*Irrtum*) or incorrect transmission (*falsche Übermittlung*). To the extent

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that German law governs the relevant legal relationship, the statutory right of avoidance for wilful deceit (*arglistige Täuschung*) or unlawful threat (*widerrechtliche Drohung*) shall remain unaffected.

- (d) All claims for unjust enrichment or similar claims against Eurex Clearing AG, if any, which may arise in connection with an abstract novation under these Clearing Conditions are excluded. The novation of the Original OTC Transaction shall, however, not exclude any claims for unjustified enrichment (*ungerechtfertigte Bereicherung*), or any other restitution or compensation claims under any applicable laws, between the parties to the Original OTC Transaction. Neither the valid existence of an Original OTC Transaction nor the conformity of the transmitted trade details of the Original OTC Transaction with the actual terms of the OTC Transaction shall constitute an inherent basis (*Geschäftsgrundlage*) for an OTC Transaction.

1.2.3 Categories of Transactions between Eurex Clearing AG and the Clearing Member, Relationship to Transactions with ~~Non-Clearing Members and Registered Customers~~ Disclosed Direct Clients

- (1) A Transaction concluded between Eurex Clearing AG and a Clearing Member will, for the purpose of the Clearing Conditions, be categorised as:
- (a) an “**Own Transaction**” if it is concluded for the relevant Clearing Member's own account;
- (b) a “**Client-Related Transaction**” if it is any of the following transactions:
- (aa) a “**UDC-Related Transaction**” if it ~~refers to a corresponding transaction between such Clearing Member and~~ relates to an Undisclosed Direct Client of the Clearing Member; or
- (bb) ~~an~~ a “**NCM-Related DC-Related Transaction**” if it ~~refers to a corresponding Transaction between such~~ relates to a Disclosed Direct Client of the Clearing Member ~~and a Non-Clearing Member~~;
- ~~(cc) an “RC-Related Transaction” if it refers to a corresponding Transaction between such Clearing Member and a Registered Customer; or~~
- ~~(dd) an “SC-Related Transaction” if it refers to a transaction between such Clearing Member and a Specified Client;~~

in each case including own transactions of the relevant Direct Client and transactions of such Direct Client that relate to Indirect Clients.

- ~~(2) Unless otherwise provided for in the Clearing Conditions or agreed between the Clearing Member and the Non-Clearing Member or Registered Customer, respectively with respect to Transactions pursuant to the Elementary Clearing Model Provisions, upon conclusion or establishment of an NCM-Related Transaction or an RC-Related Transaction, any amendment to such NCM-Related Transaction or RC-~~

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~~Related Transaction or termination of such NCM-Related Transaction or RC-Related Transaction (except for a Termination pursuant to Number 7 which provides for specific provisions) shall have the same legal effect on the corresponding Transaction (and any termination notice by a Clearing Member in respect of an NCM-Related Transaction or RC-Related Transaction shall also constitute a termination notice in respect of the corresponding Transaction between the Clearing Member and the Non-Clearing Member or Registered Customer, respectively) between the Clearing Member and the Non-Clearing Member or Registered Customer, respectively. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Non-Clearing Member or Registered Customer before initiating any such amendment or termination.~~

~~— This Number 1.2.3 Paragraph (2) shall not apply in the case of the Clearing of Transactions pursuant to the ICM-CCD Provisions. For any termination or amendment of a transaction between the Clearing Member and a Non-Clearing Member or Registered Customer, as the case may be, by reference to a Covered Transaction between Eurex Clearing AG and the Clearing Member, the Clearing Member and the Non-Clearing Member or Registered Customer, as the case may be, are required to agree on a bilateral basis on such termination or amendment on or before initiating any such termination or amendment.~~

(2) Unless otherwise provided for in the Clearing Conditions, the Clearing Conditions do not apply to ~~transactions~~ the legal relationship between (i) a Clearing Member and ~~an Undisclosed~~ a Direct Client and (ii) ~~a Clearing Member and a Specified Client~~. It is the responsibility of the Clearing Member and its ~~Undisclosed~~ respective Direct ~~Client or Specified Client~~ to agree on a bilateral basis on the terms governing such ~~transactions~~ legal relationship.

(3) Unless otherwise provided for in the Clearing Conditions, the legal effect of any amendment to or termination of a Client-Related Transaction on the legal relationship between the relevant Clearing Member and the relevant Direct Client shall solely be subject to any agreement between such Clearing Member and such Direct Client.

(4) With respect to the ICM-CCD Provisions, the ICM Client irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to receive, also on behalf of ~~the Registered Customer~~ such ICM Client, any notice, termination notice or other declaration by the Clearing Member resulting in an amendment or termination of ~~an RC-Related~~ a DC-Related Transaction and/or a corresponding Transaction between the Clearing Member and the ~~Registered Customer~~ ICM Client.

(45) This Number 1.2.3 does not apply with respect to Basic Clearing Member Transactions.

1.2.4 Certain Definitions and Interpretation

In these Clearing Conditions:

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- (1) **“Business Days”** means
- (a) for the Clearing of Eurex Transactions (Chapter II): the exchange days determined by the management board of the Eurex Exchange;
 - (b) for the Clearing of Eurex Repo Transactions and Original MTF Repo Transactions (Chapter IV): the trading days determined by the management board of Eurex Clearing AG;
 - (c) for the Clearing of FWB Transactions (Chapter V Part 1 and 2): the exchange days determined by the management board of FWB;
 - (d) for the Clearing of ISE Transactions (Chapter VI): the days determined by Eurex Clearing AG on which a clearing of ISE Transactions is carried out;
 - (e) for the Clearing of OTC Interest Rate Derivative Transactions, OTC FX Transactions and OTC XCCY Transactions (Chapter VIII): the days determined by the Executive Board of Eurex Clearing AG;
 - (f) for the Clearing of Securities Lending Transactions (Chapter IX): the days determined by the Executive Board of Eurex Clearing AG; and
 - (g) in any other case, a day (other than Saturday or Sunday) on which commercial banks in Frankfurt am Main, Germany, are open for general business.
- (2) **“Clearing Currency”** means either Euro (**“EUR”**), Swiss Francs (**“CHF”**) or British Pounds (**“GBP”**) as agreed in writing between Eurex Clearing AG and the Clearing Member in respect of each Standard Agreement or between Eurex Clearing AG and the Clearing Agent (acting on behalf of the relevant Basic Clearing Member) in respect of the Basic Clearing Member Clearing Agreement (as defined in Part 6 Number 1.1). In these Clearing Conditions **“Euro”** means the lawful currency of the member states of the European Union that continue to have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on the European Union (signed in Maastricht on February 7, 1992), the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997), the Treaty of Nice (signed in Nice on February 26, 2001) and the Treaty of Lisbon (signed in Lisbon on December 13, 2007).
- (3) The terms **“Margin”** or **“Variation Margin”**, **“Proprietary Margin”** or **“Proprietary Variation Margin”** and **“Omnibus Margin”** or **“Omnibus Variation Margin”** shall have the meaning given to such terms in the Elementary Clearing Model Provisions, the terms **“Segregated Margin”** or **“Segregated Variation Margin”** shall have the meaning given to such terms in the Individual Clearing Model Provisions, the terms **“Margin”** or **“Variation Margin”** (each as defined in the ~~ICM for Specified Clients~~ [ISA](#) Provisions) shall have the meaning given to such terms in the ~~ICM for Specified Clients~~ [ISA](#) Provisions and the terms **“Basic Clearing Member Margin”** or **“Basic Clearing Member Variation Margin”** shall have the meaning given to such terms in the Basic Clearing Member Provisions, provided that (i) **“Margin”** shall refer to

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“**Proprietary Margin**”, “**Omnibus Margin**”, “**Segregated Margin**”, “**Margin**” (as defined in the ~~ICM for Specified Clients-ISA~~ Provisions) or “**Basic Clearing Member Margin**” and (ii) “**Variation Margin**” shall refer to “**Proprietary Variation Margin**” and “**Omnibus Variation Margin**”, “**Segregated Variation Margin**”, “**Variation Margin**” (as defined in the ~~ICM for Specified Clients-ISA~~ Provisions) or “**Basic Clearing Member Variation Margin**”, respectively, in the General Clearing Provisions and the Special Clearing Provisions where the context so provides or requires.

- (4) References to laws, rules, regulations and agreements shall mean such laws, rules, regulations and agreements (that are not part of the Clearing Conditions) as they are amended and updated from time to time.

1.2.5 Transfer of Securities and Rights

- (1) Securities which are held in collective safe custody (*Girosammelverwahrung*) pursuant to Section 5 German Safe Custody Act (*Depotgesetz*) shall be transferred by way of agreement and delivery according to property law principles of the German Civil Code (*Bürgerliches Gesetzbuch*).
- (2) Book-entry securities (*Gutschriften in Wertpapierrechnung*) which are governed by German law shall be transferred according to the principles of the law of obligation (*schuldrechtliche Grundsätze*) of the German Civil Code (*Bürgerliches Gesetzbuch*) by way of transfer of the respective legal position underlying such German book-entry securities. This transfer is effected by assignment of the return/delivery claim (*schuldrechtlicher Herausgabe-/Lieferanspruch*) to Eurex Clearing AG. Such return/delivery claim is held by the Clearing Member, the Clearing Agent or the Basic Clearing Member against the securities depository bank or the custodian or central securities depository recognised by Eurex Clearing AG (hereinafter each a “**Settlement Location**”) which holds the legal position underlying such German book-entry securities on trust and in favour of such Clearing Member, the Clearing Agent or Basic Clearing Member. This applies *mutatis mutandis* to the transfer of German book entry securities between Eurex Clearing AG and the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting for the account of the Basic Clearing Member) to whom delivery is to be made.
- (3) The transfer of securities or rights held on accounts outside of Germany, shall be carried out according to the relevant applicable local legal provisions and general conditions (usages). Insofar, the Special Clearing Provisions may provide for separate provisions in relation to such respective markets.

1.2.6 Mandatory Business Hours

Clearing Members, Clearing Agents, ~~Non-Clearing Members, Registered Customers-ICM Clients~~ and Basic Clearing Members are obliged to procure that they are (and, with respect to a DC Market Participant, DC with System Access and Indirect Client Market Participant, its Clearing Member shall procure that the DC Market Participant, DC with System Access or Indirect Client Market Participant is) prepared to handle Clearing-

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related business, including the assessment of reports and notifications in accordance with Number 4.6, on each Business Day (in the case of Clearing Members or Clearing Agents from 7:00 hours until 23:30 hours CET), [unless Number 1.1.9 Paragraph \(4\) \(a\) or \(b\) applies](#).

However, in case a Clearing Member ~~or Non-Clearing Member~~, [a DC Market Participant or an Indirect Client Market Participant](#) is involved in the Clearing of instruments which are admitted to trading on the Eurex Exchange and are available for 23 hours trading, it is required to procure that ~~they are it is~~ [\(and, with respect to an Indirect Client Market Participant, its Clearing Member shall procure that the Indirect Client Market Participant is\)](#) prepared to handle Clearing-related business, including the assessment of reports and notifications in accordance with Number 4.6, on each Business Day for these instruments from 00:00 hours until 23:00 hours CET.

1.2.7 Default Rules

The Clearing Conditions provide for provisions relating to a default, non-performance or breach of obligations by the Clearing Member, the Clearing Agent, the Basic Clearing Member or Eurex Clearing AG (the “**Default Rules**”).

The Default Rules comprise (i) with respect to a Clearing Member, Numbers 6 and 7 in the General Clearing Provisions, Subpart A Number 6 in the Elementary Clearing Model Provisions, Subpart A Number 7 and Number 14 of the Individual Clearing Model Provisions, Number 8 to Number 11 and Number 13 of the ~~ICM for Specified Clients~~ [ISA](#) Provisions, (ii) with respect to a Clearing Agent, Number 11 of the Basic Clearing Member Provisions, (iii) with respect to a Basic Clearing Member, Number 10 of the Basic Clearing Member Provisions and (iv) with respect to Eurex Clearing AG, Number 9 of the General Clearing Provisions, as well as, in each case, the specific provisions relating thereto set out in the Specific Clearing Provisions.

1.2.8 Prohibition of Assignment

Unless otherwise provided for in the Clearing Conditions, the assignment of claims and rights arising from Transactions under a specific Standard Agreement by the relevant Clearing Member, ~~Non-Clearing Member, Registered Customer or~~ Basic Clearing Member ~~or ICM Client~~ shall be excluded.

Eurex Clearing AG will not assign any of its claims or rights arising from Transactions under a specific Standard Agreement against a Clearing Member, ~~Non-Clearing Member, Registered Customer or~~ Basic Clearing Member ~~unless or ICM Client except where~~ such assignment is necessary in order to comply with statutory or regulatory requirements.

1.2.9 Finality

- (1) Eurex Clearing AG operates based on these Clearing Conditions, the Clearing Agreements incorporating these Clearing Conditions as well as any further related agreements, regulations and other documents, a system within the meaning of Sections 1 paragraph 16 and 24b German Banking Act as well as Article 2 letter a of

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the Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on the settlement finality in payment and securities settlement systems (**Settlement Finality Directive**). The system has been reported to the European Securities and Markets Authority by the German Bundesbank in accordance with § 1 paragraph 16 sentence 1 German Banking Act.

- (2) Payment orders and transfer orders within the meaning of Article 2 letter i of the Settlement Finality Directive from participants and indirect participants of the system operated by Eurex Clearing AG are entered into the system of Eurex Clearing AG and are irrevocable, as of the time as of which
 - (a) with regard to Transactions that are not included in the Clearing by way of novation, an order or quote entered into the trading system of a market is matched with another order or quote in accordance with the rulebooks of such market or
 - (b) with regard to Transactions that are included in the Clearing by way of novation, a novation within the meaning of Number 1.2.2 takes effect in accordance with the conditions specified in this regard in the Special Clearing Conditions.
- (3) In deviation from paragraph (2), all other payment orders and transfer orders within the meaning of Article 2 letter i of the Settlement Finality Directive, as well as any changes to or cancellations of payment orders and transfer orders including those referred to in paragraph (2) (together referred to as "**Orders**") from participants and indirect participants of the system operated by Eurex Clearing AG are entered into the system of Eurex Clearing AG and are irrevocable, as of the moment as of which the respective Orders can pursuant to the underlying contractual rules no longer be deleted unilaterally and Eurex Clearing AG identifies or records the respective Orders in the technical systems of Eurex Clearing AG.
- (4) To the extent that paragraphs (2) and (3) contain no specific regulation, § 130 of the German Civil Code shall apply accordingly.

1.3 Set-off

1.3.1 Set-off of claims between the Clearing Member or Basic Clearing Member and Eurex Clearing AG

Unless otherwise provided in the relevant Special Clearing Provisions, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Basic Clearing Member Provisions, Eurex Clearing AG is at any time entitled to set off its claims vis-à-vis a Clearing Member or Basic Clearing Member against claims of such Clearing Member or Basic Clearing Member vis-à-vis Eurex Clearing AG in accordance with the rules set forth below.

Subject to the limitations under Article 39 Paragraph 9 b) Regulation (EU) 648/2012 ("**EMIR**") Clearing Members are entitled to set off own claims that are uncontested or have been finally and non-appealably established with claims of Eurex Clearing AG.

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(1) **Set-off Procedure within Standard Agreements**

(a) **Set-off of Cash Claims**

Eurex Clearing AG shall be entitled to set off any of its cash claims under a specific Standard Agreement against other cash claims of the Clearing Member or Basic Clearing Member under that Standard Agreement, in each case excluding Settlement Claims in cash and Residual Payment Claims (each as defined in Paragraph (b) below).

(b) **Set-off of Settlement Claims**

Settlement Claims against a Clearing Member or Basic Clearing Member under a specific Standard Agreement can only be set off by Eurex Clearing AG against Settlement Claims of that Clearing Member or Basic Clearing Member arising under that Standard Agreement in accordance with the following:

(aa) only Settlement Claims arising from the same Transaction Type may be set off; and

(bb) only Settlement Claims being part of the same Set-Off Cluster (as defined below) may be set off.

Notwithstanding Paragraph (aa) above, Eurex Clearing AG and the Clearing Member may agree in advance to include in a Set-Off Cluster Settlement Claims arising from different Transaction Types in accordance with the following provisions:

(A) Settlement Claims pursuant to Chapter II and Settlement Claims pursuant to Chapter V Part 2;

(B) Settlement Claims pursuant to Chapter IV.

Any residual cash claims resulting from a set-off within a particular Set-Off Cluster may be set off against other residual cash claims in the same currency resulting from a set-off within any other Set-Off Cluster under the same Standard Agreement (each of these cash claims resulting from such set-off a "**Residual Payment Claim**").

"**Settlement Claims**" means, with respect to Transactions that provide for a Physical Delivery, (i) all payment and delivery claims arising from Transactions under Chapter II from, and including, the time of the exercise or assignment (*Zuteilung*) of the relevant Transaction and (ii) all payment and delivery claims arising from Transactions under Chapters IV and V.

Settlement Claims will be divided into one or more clusters (each a "**Set-Off Cluster**"). At any time, a Set-Off Cluster shall be composed of Settlement Claims only in accordance with the following pre-requisites:

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- (I) the Settlement Claims shall relate to Securities with the same securities identifier; and
- (II) the Settlement Claims shall to be settled in the same currency; and
- (III) the Settlement Claims shall be settled by crediting the same Securities account at the Settlement Location; and
- (IV) the set-off of the Securities delivery obligations arising under the selected Settlement Claims shall result in a full set-off of all such Securities delivery obligations; for such purposes Eurex Clearing AG may also partially include certain Settlement Claims in the relevant Set-Off Cluster.

(c) **Processing Method**

The Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member) may opt to either allow Eurex Clearing AG to generally set off all Settlement Claims (the “**Net Processing**”) or to generally exclude all Settlement Claims from such set-off (the “**Gross Processing**”). The Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member) is entitled to specify exemptions for certain Settlement Claims from the relevant applicable processing method.

(d) **Chaining**

The Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member) may require that Settlement Claims of certain buy and sell Transactions shall form part of the same Set-Off Cluster in whole or in part.

(e) **Cash Deferral**

If a Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member) elected the Positive Procedure pursuant to Number 1.4.2 Paragraph (2) (a), such Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member) may require a further exemption from the Net Processing method and block the set-off of Settlement Claims from certain sell Transactions in which case Eurex Clearing AG may assign Settlement Claims from buy Transactions to such Settlement Claims from sell Transactions. Such blocked Settlement Claims from sell Transactions and assigned Settlement Claims from buy Transactions shall neither be subject to a set-off nor be fulfilled before the blocking of such Settlement Claims from sell Transactions is released by the Clearing Member or the Clearing Agent (acting on behalf of the Basic Clearing Member).

(f) **Declaration of Set-off**

Eurex Clearing AG shall declare the set-off by the provision (*Zurverfügungstellung*) of the daily internal cash account (set out in Number 4.3) statement with respect to any set-off pursuant to Paragraph (1) (a) above, or of

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the settled cash transaction report or the actual settlement delivery report (*Ist-Lieferreport*) with respect to any set-off pursuant to Paragraph (1) (b) above.

(g) **Effectiveness of Set-off**

Each set-off effected pursuant to this Paragraph (1) shall become effective on the latest due date of any of the claims subject to such set-off.

(2) **Set-off procedure across Standard Agreements**

(a) **General Rules**

(aa) Eurex Clearing AG shall be entitled to set off cash payment claims arising from Transactions other than Settlement Claims (the “**Payment Claims**”) under a specific Standard Agreement with the Clearing Member with other Payment Claims of the Clearing Member in the same currency which, in each case, are due and payable under any other Standard Agreement.

The Clearing Member and Eurex Clearing AG may agree in writing to exclude the set-off of Payment Claims across Standard Agreements or to limit such set-off to specific groups of Standard Agreements.

(bb) Further, Eurex Clearing AG shall be entitled to set off Payment Claims and Residual Payment Claims, but excluding cash claims which are to be settled against Physical Delivery under a specific Standard Agreement with the Clearing Member with other Residual Payment Claims of the Clearing Member in the same currency which, in each case, are due and payable under any other Standard Agreement.

(b) **Set-off Declaration**

Eurex Clearing AG shall declare the set-off by the provision (*Zurverfügungstellung*) of the daily internal cash account (set out in Number 4.3) statement with respect to any set-off pursuant to Paragraph (2) (a) (aa) above, or the settled cash transaction report or the actual settlement delivery report (*Ist-Lieferreport*) with respect to any set-off pursuant to Paragraph (2) (a) (bb) above.

(c) **Effectiveness of Set-off**

Each set-off effected pursuant to Paragraph (2) (a) above shall become effective upon payment of the relevant balance resulting from such set-off in accordance with Number 1.4 or instantly if no payment is due as a consequence of such set-off.

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1.3.2 Set-off of claims between a Clearing Member and its ~~Non-Clearing Member or Registered Customer~~ Disclosed Direct Client and between a Clearing Agent and its Basic Clearing Member

Unless otherwise provided for in the Clearing Conditions, (i) a Clearing Member may agree with its ~~Non-Clearing Member or Registered Customer, respectively~~ Disclosed Direct Client, and (ii) a Clearing Agent may agree with its Basic Clearing Member, on specific set-off provisions.

1.4 Settlement of Transactions

Unless otherwise provided in the relevant Special Clearing Provisions, the following provisions shall apply in relation to the settlement of Transactions, in each case following a set-off (if any) effected pursuant to Number 1.3 or pursuant to any other provisions in the Clearing Conditions.

1.4.1 Cash Clearing

- (1) In order to make cash payments in EUR, the Clearing Member or, with respect to the Clearing of Basic Clearing Member Transactions, the Clearing Agent or the Basic Clearing Member is obliged to instruct the bank of its relevant RTGS Account or relevant euroSIC Account to honour the transfer instructions (*Lastschriften*) received from Eurex Clearing AG.
- (2) In order to make cash payments in CHF, the Clearing Member or, with respect to the Clearing of Basic Clearing Member Transactions, the Clearing Agent or the Basic Clearing Member is obliged to instruct the Swiss National Bank ("**SNB**") to honour the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to its SIC Account (as defined in Number 2.1.2 Paragraph (4) (b) (bb)).
- (3) If the Clearing Member uses the cash account of a Correspondent Bank in accordance with Number 2.1.2 Paragraph (4) (b) (ee), the Clearing Member shall procure that the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to such account are honoured by the Correspondent Bank. If the Clearing Member uses the cash account maintained with a Settlement Bank in accordance with Number 2.1.2 Paragraph (4) (b) (ff), the Clearing Member shall procure that the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to such account are honoured by the Settlement Bank. If the Clearing Member uses a cash account maintained with a Settlement Bank in the name of a bank in accordance with Number 2.1.2 Paragraph (4) (b) (gg), the Clearing Member shall procure that the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to such account are honoured by the Settlement Bank.
- (4) In order to make cash payments in currencies other than EUR and CHF, the Clearing Member shall instruct its Settlement Bank with respect to the relevant currency account to honour the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to such cash account.

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- (5) In order to make cash payments in respect of Margin in currencies other than a Clearing Currency accepted by Eurex Clearing AG, the Clearing Member or, with respect to the Clearing of Basic Clearing Member Transactions, the Clearing Agent or the Basic Clearing Member shall transfer the relevant cash amounts to the account of Eurex Clearing AG as notified to the Clearing Member, the Clearing Agent or the Basic Clearing Member (as applicable) from time to time by the date specified by Eurex Clearing AG with respect to the relevant currency. The Clearing Member, the Clearing Agent or the Basic Clearing Member (as applicable) may instruct its Settlement Bank with respect to the relevant currency account, to honour the transfer instructions (*Lastschriften*) received from Eurex Clearing AG with respect to such account.
- (6) In order to make payments in respect of Eurex-Fees (as defined in Number 5.1), the Clearing Member or, with respect to the Clearing of Basic Clearing Member Transactions, the Clearing Agent or the Basic Clearing Member may by way of derogation from Paragraphs (1) and (2) also instruct its bank for the relevant currency to honour the transfer instructions (*Lastschriften*) received from Eurex Clearing AG.
- (7) The debit instructions provided by the Clearing Member in accordance with this Number 1.4.1 and relating to one or more Clearing License(s) may only be revoked by the Clearing Member if the Clearing Member also terminates such Clearing License(s). If the Clearing Member has declared such revocation and termination, such revocation of debit instructions and the termination of the related Clearing License(s) shall only become effective after all Transactions of the Clearing Member of the relevant Transaction Type(s) have been cancelled, closed or fulfilled. If a Clearing License ends for any other reasons, all related debit instructions shall terminate and such termination shall become effective in accordance with the foregoing sentence.
- (8) The debit instructions provided by the Basic Clearing Member in accordance with this Number 1.4.1 and relating to one or more Basic Clearing Member Clearing License(s) may only be revoked by the Basic Clearing Member if the Basic Clearing Member also terminates such Basic Clearing Member Clearing License(s). If the Basic Clearing Member has declared such revocation and termination, such revocation of debit instructions and the termination of the related Basic Clearing Member Clearing License(s) shall only become effective after all Basic Clearing Member Transactions of the Basic Clearing Member of the relevant Transaction Type(s) have been cancelled, closed or fulfilled. If a Basic Clearing Member Clearing License ends for any other reasons, all related debit instructions shall terminate and such termination shall become effective in accordance with the foregoing sentence.
- (9) The debit instructions provided by the Clearing Agent in accordance with this Number 1.4.1 may only be revoked by the Clearing Agent (i) if the Clearing Agent also terminates its General Clearing License or (ii) in accordance with Number 3.8 of the Basic Clearing Member Provisions. If the Clearing Agent has declared such revocation and termination pursuant to item (i) above, such revocation of debit

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instructions and the termination of its General Clearing License shall only become effective after all Basic Clearing Member Transactions of each of its Basic Clearing Members have been cancelled, closed or fulfilled. If the General Clearing License of the Clearing Agent ends for any other reasons, all related debit instructions shall terminate and such termination shall become effective in accordance with the foregoing sentence.

1.4.2 Settlement of Transactions in Securities

- (1) The Clearing Members or the Basic Clearing Members (acting through their Clearing Agent, as applicable) shall fulfil the relevant delivery and payment obligations resulting from Transactions in accordance with the instructions of Eurex Clearing AG.
- (2) For Transactions to be fulfilled through delivery of Securities, Eurex Clearing AG offers an electronically supported service in order to improve the delivery process (the “**Gross Delivery Management**”).

The use of the Gross Delivery Management requires technical access to the respective interface of the network provided by Eurex Clearing AG; such access shall be in line with the specifications defined by Eurex Clearing AG.

The Gross Delivery Management includes two release methods:

- (a) The delivery of all Transactions is not released. In case individual Transactions shall be delivered, they shall be indicated by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on its behalf) (the “**Positive Procedure**”). The indication of parts of a Transaction is permissible.
- (b) The delivery of all Transactions is released. In case individual Transactions shall not be delivered, they shall be indicated by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on its behalf) (the “**Negative Procedure**”). The indication of parts of a Transaction is permissible.

In connection with the use of the Gross Delivery Management, Clearing Members, Clearing Agents (acting on behalf of their Basic Clearing Members) or third parties designated by the Clearing Member shall receive individual transaction data from Eurex Clearing AG.

- (3) Each Clearing Member or Basic Clearing Member (or Clearing Agent acting on its behalf) and Eurex Clearing AG shall ensure, through appropriate instruction of the respective Settlement Location, that Transactions can be processed at the time specified in the relevant Special Clearing Provisions, on the delivery days agreed, respectively. The Clearing Members or Basic Clearing Members (or the Clearing Agents acting on behalf of their Basic Clearing Members) shall authorise Eurex Clearing AG, by providing the appropriate power of attorney (or, as applicable, sub-power of attorney) for use vis-à-vis the respective Settlement Location, to give, release and transmit all delivery instructions and to supplement, change or cancel

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the delivery instructions as required for the timely and correct fulfilment of its delivery and payment obligations against Eurex Clearing AG. The same applies with regard to the corresponding payment instructions.

- (4) The fulfilment of delivery and payment obligations arising from Transactions with regard to Securities held in collective safe custody (*Girosammelverwahrung*), is subject to the following provisions as well as to Paragraph (9) (unless otherwise provided in the relevant Special Clearing Provisions).
- (a) All physical deliveries are carried out versus payment between the Clearing Members or the Basic Clearing Members obliged to deliver and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members or the Basic Clearing Members to whom delivery is to be made at the points in time specified in the relevant Special Clearing Provisions, respectively on the agreed delivery days. Unless otherwise provided for in the relevant Special Clearing Provisions, Eurex Clearing AG hereby acts as intermediary (*Besitzmittler*) of the Clearing Members or the Basic Clearing Members obliged to deliver in order to transfer such Securities to the Clearing Members or the Basic Clearing Members to whom delivery is to be made. The physical deliveries shall be carried out via a Settlement Location; the payment shall be effected via the respective account determined by the Settlement Location.
- (b) The transfer of ownership shall be carried out when the following prerequisites have been fulfilled:
- (aa) the Settlement Location included in the Securities transfer has, where required, carried out all bookings with regard to the Transactions having been set off or netted or not having been set off or netted by Eurex Clearing AG from the custody account of Eurex Clearing AG with the Settlement Location to the custody accounts of the Clearing Members or Basic Clearing Members (or the Clearing Agent acting on their behalf) to whom delivery is to be made with the Settlement Location; and
- (bb) the respective cash netting has been carried out by the Settlement Location; and
- (cc) the Clearing Members or the Clearing Agents (acting on behalf of their respective Basic Clearing Member) and the Basic Clearing Members have been provided with the actual settlement delivery report (*Ist-Lieferreport*) by Eurex Clearing AG, such report specifying the single transactions that have actually been delivered.
- (5) The fulfilment of delivery and payment obligations arising from Transactions with regard to German book-entry securities held in the giro trust system (*Treuhandgiroverkehr*) is subject to Paragraphs (6), (7) and (9) (unless otherwise provided in the relevant Special Clearing Provisions).

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- (6) All assignments of German book-entry securities (*Gutschriften in Wertpapierrechnung*) shall be carried out versus payment between the Clearing Members or the Basic Clearing Members (or the Clearing Agents acting on behalf of the relevant Basic Clearing Members) and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members or Basic Clearing Members (or the Clearing Agents acting on behalf of the relevant Basic Clearing Members) to whom delivery is to be made at the points in time specified in the relevant Special Clearing Provisions or on the agreed delivery days, respectively. With regard to the legal position underlying the German book-entry securities transferred to Eurex Clearing AG, Eurex Clearing AG shall for a limited period of time act as fiduciary owner in favour of the acquiring Clearing Members or Basic Clearing Members in order to transfer the legal position underlying the German book-entry securities to the Clearing Members or the Basic Clearing Members to whom delivery is to be made by granting the respective book-entries (*Gutschriften*) under designation of the country of custody (*Lagerland*). The respective book-entries (*Gutschriften*) shall thereby be granted by the Settlement Location, and the payment shall be effected via the respective account determined by the Settlement Location.
- (7) The assignment of the return/delivery claim under the law of obligation (*schuldrechtlicher Herausgabe-/Lieferanspruch*) of the legal position underlying the German book-entry securities is deemed to occur when the following prerequisites are cumulatively fulfilled:
- (a) The Settlement Location included in the assignment of the return/delivery claim has, where required, entered all bookings in relation to all Transactions having been set off or netted or not having been set off or netted by Eurex Clearing AG from the custody account of Eurex Clearing AG with such Settlement Location to the custody accounts of the Clearing Members or the Basic Clearing Members (or the Clearing Agents acting on behalf of their Basic Clearing Members) to whom delivery is to be made with such Settlement Location; and
 - (b) the respective cash netting has been carried out in the relevant currency by the Settlement Location.
- (8) The powers of attorney granted by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) in accordance with this Number 1.4.2 and relating to one or more Clearing License(s) may only be revoked by the Clearing Member or the Basic Clearing Member if the Clearing Member or the Basic Clearing Member also terminates such Clearing License(s). If the Clearing Member or the Basic Clearing Member has declared such revocation and termination, such revocation of powers of attorney and such termination of the related Clearing License(s) shall only become effective after all Transactions of the Clearing Member or all Basic Clearing Member Transactions of the Basic Clearing Member of the relevant Transaction Type(s) have been cancelled, closed or fulfilled. If a Clearing License ends for any other reasons, all related powers of attorney shall terminate and such termination shall become effective in accordance with the foregoing sentence.

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- (9) The usage of the T2S system for the settlement of securities transactions facilitates partial deliveries of securities during the day. Thus, deliveries of securities may also occur by means of partial deliveries which, accordingly, have a discharging effect.

1.4.3 Rights of appropriation of Eurex Clearing AG

- (1) Right of appropriation with regard to Securities held in collective safe custody (*Girosammelverwahrung*)
- (a) Each Clearing Member or Basic Clearing Member (or the Clearing Agent acting on behalf of such Basic Clearing Member) authorises Eurex Clearing AG to fully or partially acquire at any time the Securities held in collective safe custody (*Girosammelverwahrung*) which have been delivered by such Clearing Member or such Basic Clearing Member (or the Clearing Agent acting on behalf of such Basic Clearing Member) versus payment of the acquisition price on an account of Eurex Clearing AG at the Settlement Location in order to fulfil Transactions, respectively to transfer such acquisition right to third parties for security purposes. The right of appropriation of Eurex Clearing AG or of the third party it was transferred to expires either with the transfer of title in favour of the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) to whom delivery is to be made or in case Eurex Clearing AG exercises the appropriation right. The delivery of Securities pursuant to Sentence 1 of this sub-paragraph (a) occurs either in the course of the regular clearing process for Markets cleared by Eurex Clearing AG or, upon special instruction of Eurex Clearing AG, on an account of Eurex Clearing AG concurrently (*Zug um Zug*) versus payment of the purchase price in case of a default of the Clearing Member or the Basic Clearing Member to whom delivery is to be made.
- (b) In case Eurex Clearing AG or a third party to which the right of appropriation was partially or fully transferred exercises the right of appropriation, the Clearing Member or Basic Clearing Member obliged to deliver waives its claim of re-delivery of Securities of the same kind and nominal amount against Eurex Clearing AG under the condition that Eurex Clearing AG pays the purchase price to the delivering Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) concurrently (*Zug um Zug*) with the delivery of the Securities pursuant to Number 1.4.3 Paragraph (1) (a) in favour of an account of Eurex Clearing AG.
- (2) Right of appropriation with regard to German book entry securities with a Custodian outside of Germany
- (a) Each Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) authorises Eurex Clearing AG to partially or fully pledge for security purposes the German book entry securities with a custodian abroad and delivered by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) by way of book-entry credit in an account of Eurex Clearing AG with a

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Settlement Location in order to fulfil its obligations arising from securities Transactions concurrently (*Zug um Zug*) versus payment of the purchase price by Eurex Clearing AG. German book entry securities are pledged pursuant to Sentence 1 to a Settlement Location only.

- (b) The pledge granted by Eurex Clearing AG in favour of the respective Settlement Location pursuant to Paragraph (2) (a) above expires either in case Eurex Clearing AG delivers the pledged German book entry securities with a custodian abroad to the receiving Clearing Member or Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) by book-entry credit or in case the pledge is exercised by the respective Settlement Location by means of appropriation in an event of default.
- (3) If, at any time, a Clearing Member or Basic Clearing Member to whom delivery of Securities is to be made under a Transaction fails to perform when due any of its payment obligations towards Eurex Clearing AG for the delivery of these Securities (for the purpose of this Number 1.4.3 paragraph (3) a "**Payment Default**"), Eurex Clearing AG shall, notwithstanding that a settlement of the Transaction may still be technically possible on the same settlement day, be entitled to refuse the settlement of the relevant Transaction with such Clearing Member or Basic Clearing Member
- (i) on the day on which the Payment Default occurs and
- (ii) on any subsequent settlement day on which the Payment Default is not remedied at the first available settlement time on that day.

Eurex Clearing AG may enter into trades, including but not limited to cleared Transactions, to hedge or manage liquidity risks or any other risks that Eurex Clearing AG may be exposed to with respect to the Payment Default.

For this purpose, Eurex Clearing AG shall be entitled to dispose of the Securities that the Clearing Member or Basic Clearing Member obliged to deliver has transferred to the custody account of Eurex Clearing AG with the relevant Settlement Location (and which have not yet been transferred to the Clearing Member or Basic Clearing Member to whom delivery was scheduled to be made), if

- (i) Eurex Clearing AG has discharged the related payment obligations owed by Eurex Clearing AG to the Clearing Member or Basic Clearing Member obliged to deliver and
- (ii) Eurex Clearing AG has due to the Payment Default refused to settle the related Transaction and deliver Securities to the Clearing Member or Basic Clearing Member to whom delivery of Securities was scheduled to be made on the relevant settlement day.

The Clearing Member or Basic Clearing Member that is in Payment Default shall bear the costs arising from such Payment Default, including but not limited to any costs of Eurex Clearing AG to hedge or manage liquidity risks or any other risks that Eurex Clearing AG may be exposed to with respect to the Payment Default.

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For the avoidance of doubt, the foregoing shall neither

- (i) release the Clearing Member or Basic Clearing Member that is in Payment Default from any of its obligations under the relevant Transaction, nor
- (ii) prevent Eurex Clearing AG from exercising any of its other rights or remedies with respect to the Payment Default, including, but not limited to, any claims for further damages, contractual penalties and/or a Termination pursuant to Number 7.2.1.

1.4.4 Buy-In Right and Buy-In Auction

- (1) The Special Clearing Provisions may provide that in the event of a failure by a Clearing Member or Basic Clearing Member under a Transaction to deliver Securities to Eurex Clearing AG on the applicable delivery date, Eurex Clearing AG shall be entitled at the cost of the defaulting Clearing Member or the defaulting Basic Clearing Member to enter into a replacement purchase by way of a transaction with a third party or by way of an auction, as further set out in the Special Clearing Provisions. Any replacement purchase by way of an auction shall be subject to the buy-in auction rules published by Eurex Clearing AG on its website (www.eurexclearing.com); such published buy-in auction rules shall form part of these Clearing Conditions.
- (2) Without prejudice to the provisions of the Special Clearing Provisions, Eurex Clearing AG shall be entitled to enter into a replacement purchase pursuant to Paragraph (1) above in case a Clearing Member or a Basic Clearing Member fails under a Transaction to deliver Securities to Eurex Clearing AG on the applicable delivery date, causing the inability of Eurex Clearing AG to fulfill its due delivery obligation towards another Clearing Member or Basic Clearing Member and Eurex Clearing AG has received a Second Notification pursuant to Number 9.3.3 (3) of these General Clearing Provisions from the respective Clearing Member or Clearing Agent (acting on behalf of the Basic Clearing Member). The respective rules of the Special Clearing Provisions regarding costs and a potential cash settlement shall apply accordingly.

1.4.5 FX Disruption

If an FX Disruption Event has occurred and is continuing, and

- (i) a payment by Eurex Clearing AG to a Clearing Member or Basic Clearing Member is or becomes due in a currency other than Euro and
- (ii) Eurex Clearing AG is unable (in whole or in part) to source the required amount in the relevant currency at a rate of exchange that Eurex Clearing AG deems reasonable (such currency the "**Unavailable Currency**"),

then Eurex Clearing AG shall, after having considered potential alternative measures (if any) available to it, be entitled to discharge the relevant payment obligation owed by it in

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the Unavailable Currency by paying to the Clearing Member or Basic Clearing Member a corresponding amount in Euro.

Such corresponding amount in Euro shall be based on such reasonable rate or rates of exchange as Eurex Clearing AG may determine.

When determining a reasonable rate of exchange, Eurex Clearing AG shall take into account all circumstances it deems relevant, including the circumstances leading to the determination of the occurrence of the FX Disruption Event and the last available rates of exchange (if any) prior to the occurrence of the FX Disruption Event as well as at the time of the conversion.

“FX Disruption Event” means, as determined by Eurex Clearing AG,

- (a) events or circumstances which affect or may affect the orderly Clearing, the orderly settlement or the existence or orderly functioning of the Clearing Process with respect to foreign currencies;
- (b) other market disruptions which render impossible, illegal or impracticable the orderly determination of one or more relevant rates of exchange and/or the conversion of the relevant currency or currencies through the customary channels generally available to and used by Eurex Clearing AG; or
- (c) events or circumstances which establish non tolerable insecurity, volatility or risks with regard to transactions in foreign currencies or the Clearing which may negatively impact on the financial or foreign exchange markets relevant for the Clearing, which, in each case, render it impracticable for Eurex Clearing AG to continue to settle transactions in one or more foreign currencies in accordance with the Clearing Conditions while sufficiently managing its risks.

An FX Disruption Event may even occur if only a single Clearing Member, a single Basic Clearing Member (e.g. in case of a default) or a group of Clearing Members or Basic Clearing Members is/are affected, provided that any of the events or circumstances described in (a) to (c) exist. The default of a Clearing Member or a Basic Clearing Member does not per se constitute an FX Disruption Event.

1.5 EMIR Risk Committee

- 1.5.1 Eurex Clearing AG will establish pursuant to Art. 28 Regulation (EU) 648/2012 (**“EMIR”**) a risk committee as a comprehensive committee (*Gesamtausschuss*) (the **“EMIR Risk Committee”**) in order to advise the supervisory board of Eurex Clearing AG (the **“Supervisory Board”**) with respect to EMIR Matters (as defined in § 2 (1) of the statutes for the EMIR Risk Committee) and the Executive Board of Eurex Clearing AG (the **“Executive Board”**) with respect to Relevant Matters (as defined in § 2 (2) of the statutes for the EMIR Risk Committee) and to Additional Matters (as defined in § 2 (3) of the statutes for the EMIR Risk Committee) to the extent this would not constitute a breach of law, a breach of an order of a court of competent jurisdiction or applicable governmental, quasi-governmental, or regulatory body.

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1.5.2 The statutes for the EMIR Risk Committee as published by Eurex Clearing AG on its website www.eurexclearing.com represent an integral part of the Clearing Conditions.

1.5.3 The Executive Board will promptly inform the BaFin (as defined in Number 2.1.2) of any decision of the Supervisory Board or the Executive Board in which the Supervisory Board or the Executive Board decided not to follow advice given by the EMIR Risk Committee with respect to any Relevant Matter.

1.6 **Additionally Monitored Risks and Risk Mitigating Measures**

References in this Number 1.6 to Clearing Members shall, as relevant, include Clearing Members acting as Clearing Agents.

1.6.1 **General Rules**

(1) Eurex Clearing AG monitors and, when necessary, mitigates the following risks that Eurex Clearing AG is exposed to in relation to the Clearing Member or the Basic Clearing Member, including its Clearing Agent; the assessment will take into account risks resulting from an entity acting in more than one capacity under the Clearing Conditions:

- (a) the potential loss which Eurex Clearing AG may suffer if a Clearing Member or Basic Clearing Member fails to fulfil its contractual obligations under its Transactions ("**Credit Risk**"),
- (b) the potential loss which Eurex Clearing AG may suffer during the default management process, due to insufficient diversification in respect of the Eligible Margin Assets provided by the Clearing Member Basic Clearing Member or or in respect of the instruments underlying the Clearing Member's Transactions or the Basic Clearing Member's Basic Clearing Member Transactions ("**Concentration Risk**"), and
- (c) the potential loss which Eurex Clearing AG may suffer during the default management process, due to an unfavourable interrelatedness between the Clearing Member's or Basic Clearing Member's creditworthiness, the value of the Eligible Margin Assets provided by the Clearing Member or Basic Clearing Member and the notional exposure arising from the Clearing Member's Transactions or the Basic Clearing Member's Basic Clearing Member Transactions ("**Wrong Way Risk**", together with the Credit Risk and the Concentration Risk, the "**Additionally Monitored Risks**").

(2) Eurex Clearing AG determines dedicated thresholds or limits for each of the Additionally Monitored Risks. The Clearing Member and the Basic Clearing Member are required to comply with these thresholds and limits at all times.

(3) Eurex Clearing AG will publish further details and guidelines regarding the determination of thresholds and limits and the applicable mitigation measures (together the "**Framework**") on its homepage (www.eurexclearing.com). The Framework may be amended from time to time and published accordingly.

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- (4) Eurex Clearing AG conducts an internal assessment of the creditworthiness of the Clearing Member and the Basic Clearing Member (taking into account, where applicable the aggregate value of the assets under management with respect to a Basic Clearing Member). Based on this assessment, Eurex Clearing AG classifies the Clearing Member and the Basic Clearing Member into one of multiple pre-defined classification levels (the “**Clearing Member Classification**”). Eurex Clearing AG performs such Clearing Member Classification (i) prior to the granting of a Clearing Licence or a Basic Clearing Member Clearing License, (ii) at least once annually, and (iii) on an ad-hoc basis when it is deemed necessary. Eurex Clearing AG notifies the Clearing Member or the Basic Clearing Member, as relevant, about the Clearing Member Classification and any changes thereof.
- (5) Eurex Clearing AG conducts an internal assessment of the creditworthiness of each country, which is (i) the home country of any Clearing Member or Basic Clearing Member, or (ii) the home country of an issuer of securities that qualify as Eligible Margin Assets or (iii) the home country of an issuer of instruments qualifying as underlyings of Transactions. Based on this assessment, Eurex Clearing AG classifies such countries into one of multiple pre-defined classification levels (the “**Country Classification**”). Eurex Clearing AG reviews each Country Classification on a regular basis and on an ad-hoc basis when it is deemed necessary.
- (6) Eurex Clearing AG conducts an internal assessment of the creditworthiness of each supranational organisation which has issued (i) securities that qualify as Eligible Margin Assets, or (ii) instruments underlying any Transactions. Based on this assessment, Eurex Clearing AG classifies such supranational organisations into one of multiple pre-defined classification levels (the “**Supranational Organisation Classification**”). Eurex Clearing AG reviews each Supranational Organisation Classification on a regular basis and on an ad-hoc basis when it is deemed necessary.
- (7) Eurex Clearing AG will publish the Country Classification and the Supranational Organisation Classification in the member section on its website (www.eurexclearing.com).

1.6.2 Assessment and Mitigation of Credit Risk

- (1) Based on the Clearing Member Classification, Eurex Clearing AG is entitled to define one or more Credit Risk thresholds for the Clearing Member and the Basic Clearing Member (“**Credit Risk Thresholds**”). Eurex Clearing AG reviews each Credit Risk Threshold on a regular basis and on an ad-hoc basis when it is deemed necessary. Eurex Clearing AG notifies the Clearing Member and the Basic Clearing Member about all Credit Risk Thresholds, and any changes thereof.
- (2) Credit Risk Thresholds can be defined as maximum Margin Requirement or as maximum notional exposure arising from the Clearing Member’s Transactions or the Basic Clearing Member’s Basic Clearing Member Transactions, in each case under the relevant Standard Agreement.

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- (3) In case the Clearing Member or the Basic Clearing Member breaches any Credit Risk Threshold, applicable at that point in time, Eurex Clearing AG is entitled to take the following mitigation measures:
- (a) Eurex Clearing AG will notify the Clearing Member or the Basic Clearing Member (as well as its Clearing Agent) about the breach of the relevant Credit Risk Threshold and will request the reduction of the relevant Margin Requirement or notional exposure, as the case may be, within a reasonable period of time and in an amount which is necessary to remedy the relevant breach.
 - (b) In case the Clearing Member or the Basic Clearing Member does not remedy the breach of the relevant Credit Risk Threshold within the reasonable period of time pursuant to (a), Eurex Clearing AG is entitled to demand the provision of Supplementary Margin in accordance with Number 3.5.

1.6.3 Assessment and Mitigation of Concentration Risk

- (1) Eurex Clearing AG defines Concentration Risk limits for any Eligible Margin Assets in the form of Securities ("**Concentration Risk Limits**").
- (a) Eurex Clearing AG reviews each Concentration Risk Limit on a regular basis and on an ad-hoc basis when it is deemed necessary.
 - (b) Eurex Clearing AG will publish the Concentration Risk Limits, and any changes thereof on its website (www.eurexclearing.com).
 - (c) In case the Clearing Member or the Basic Clearing Member breaches any Concentration Risk Limit applicable at that point in time, Eurex Clearing AG is entitled to take the following mitigating measures:
 - (i) Eurex Clearing AG will notify the Clearing Member or the Basic Clearing Member (as well as its Clearing Agent) about the breach of the relevant Concentration Risk Limit and will request the replacement of Eligible Margin Assets in the form of Securities by other Eligible Margin Assets ("**New Eligible Margin Assets**") within a reasonable period of time and in an amount which is necessary to remedy the relevant breach. The **New Eligible Margin Assets** shall be provided pursuant to the terms of the relevant Standard Agreement. Subject to the actual delivery of the New Eligible Margin Assets, the Redelivery or release of the replaced Eligible Margin Assets shall be effected pursuant to the terms of the applicable Standard Agreement.
 - (ii) In case the Clearing Member or Basic Clearing Member does not remedy the breach of the relevant Concentration Risk Limit, within the reasonable period of time pursuant to (i), Eurex Clearing AG is entitled to demand the provision of Supplementary Margin in accordance with Number 3.5.

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- (2) Notwithstanding Paragraph (1), Eurex Clearing AG defines Concentration Risk thresholds in relation to (i) Eligible Margin Assets in the form of Securities and (ii) the notional exposure arising from the instruments underlying the Clearing Member's Transactions or the Basic Clearing Member's Basic Clearing Member Transactions ("**Concentration Risk Thresholds**").
- (a) Concentration Risk Thresholds are defined with respect to each Country Classification and Supranational Organisation Classification.
- (b) Eurex Clearing AG reviews the Concentration Risk Thresholds on a regular basis and on an ad-hoc basis when it is deemed necessary.
- (c) Eurex Clearing AG will publish the Concentration Risk Thresholds, and any changes thereof, on its website (www.eurexclearing.com).
- (d) In case the Clearing Member or Basic Clearing Member breaches a Concentration Risk Threshold, applicable at that point in time, Eurex Clearing AG is entitled to take the following mitigating measures:
- (i) Eurex Clearing AG will notify the Clearing Member or Basic Clearing Member (as well as its Clearing Agent) about the breach of the relevant Concentration Risk Threshold and will request (i) the reduction of the relevant notional exposure or (ii) the replacement of Eligible Margin Assets in the form of Securities by New Eligible Margin Assets within a reasonable period of time and to the extent necessary to remedy the relevant breach. The provisions under Number 1.6.3 (1) (c) (i) Sentence 2 and 3 shall apply accordingly.
- (ii) In case the Clearing Member or Basic Clearing Member does not remedy the breach of the relevant Concentration Risk Threshold within the reasonable period of time pursuant to (i), Eurex Clearing AG is entitled to demand the provision of Supplementary Margin in accordance with Number 3.5.

1.6.4 Assessment and Mitigation of Wrong Way Risk

- (1) Eurex Clearing AG defines Wrong Way Risk thresholds in relation to (i) Eligible Margin Assets in the form of Securities and (ii) the notional exposure arising from the instruments underlying the Clearing Member's Transactions or the Basic Clearing Member's Basic Clearing Member Transactions ("**Wrong Way Risk Thresholds**").
- (2) Wrong Way Risk Thresholds are defined with respect to each Clearing Member Classification and Country Classification.
- (3) Eurex Clearing AG reviews the Wrong Way Risk Thresholds on a regular basis and on an ad-hoc basis when it is deemed necessary.
- (4) Eurex Clearing AG will publish the Wrong Way Risk Thresholds, and any changes thereof, on its website (www.eurexclearing.com).

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- (5) In case the Clearing Member or Basic Clearing Member breaches any Wrong Way Risk Threshold applicable at that point in time, Eurex Clearing AG is entitled to take the following mitigating measures:
- (a) Eurex Clearing AG will notify the Clearing Member or Basic Clearing Member (as well as its Clearing Agent) about the breach of the relevant Wrong Way Risk Threshold and will request (i) the reduction of the relevant notional exposure, or (ii) the replacement of Eligible Margin Assets in the form of Securities by New Eligible Margin Assets within a reasonable period of time and to the extent necessary to remedy the relevant breach. The provisions under Number 1.6.3 (1) (c) (i) Sentence 2 and 3 shall apply accordingly.
 - (b) In case the Clearing Member or Basic Clearing Member does not remedy the breach of the relevant Wrong Way Risk Threshold within the reasonable period of time pursuant to (a), Eurex Clearing AG is entitled to demand the provision of Supplementary Margin in accordance with Number 3.5.

1.7 Representations and Undertakings with respect to Clearing Agreements

1.7.1 At the time it enters into a Clearing Agreement, each Clearing Member, Clearing Agent, ~~Non-Clearing Member, Registered Customer~~ and Basic Clearing Member, each holder of a Specific Repo License and each holder of a Specific Lender License, and each ICM Client, severally but not jointly, represents and warrants with respect to itself by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:

- (a) it has the power to enter into and perform the Clearing Agreement and any other documentation relating to the Clearing Agreement to which it is a party and has taken all necessary action to authorise such execution and performance;
- (b) its entry into and performance of the Clearing Agreement and any other documentation relating to this Clearing Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (c) it has all governmental and other consents that are required by it with respect to its entry into and performance of the Clearing Agreement, including, where the Clearing Agreement covers the Clearing of Transactions for the account of clients, all governmental or other consents (if any) that are required by it for the clearing of client business, and all such consents are in full force and effect and all conditions of any such consents have been complied with;
- (d) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, reorganisation, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;

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- (e) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (f) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (g) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into the Clearing Agreement and, where such entity is incorporated in Germany, is not imminent illiquid (*drohend zahlungsunfähig*) within the meaning of Section 18 German Insolvency Code (*Insolvenzordnung*, “**InsO**”), illiquid (*zahlungsunfähig*) within the meaning of Section 17 of the InsO or over-indebted (*überschuldet*) within the meaning of Section 19 of the InsO;
- (h) it is acting as principal in respect of the Clearing Agreement (and, with the exception of the Clearing Agent, all Transactions entered into under the Clearing Agreement); and
- (i) no event has occurred or circumstance arisen with respect to it which would (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event (or, with respect to the Basic Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event) under the Clearing Agreement.
- (j) it meets the general prerequisites pursuant to Numbers 2.1.2, 2.1.3 or 2.3, as applicable, and the special prerequisites for the relevant Transaction Type set forth in the Special Clearing Provisions.

1.7.2 At the time it enters into the Clearing Agreement, each Clearing Member, Clearing Agent and Basic Clearing Member (as relevant) further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it is entitled to pledge, or, as relevant, transfer full legal and beneficial ownership of, all assets (including, without limitation, all Eligible Margin Assets, Securities or Loaned Securities) to be so pledged or so transferred by it pursuant to the Clearing Agreement, free from any liens, encumbrances, charges or other rights or claims and upon any such transfer, the transferee will receive all right, title and interest in the relevant assets free and clear of any such liens, encumbrances, charges or other rights and claims, arising, including pursuant to applicable regulation or under any statutory or other trust (save, with respect to ECM CASS Transactions (as defined in Part 2 Subpart D Number 2) or ~~ICM-SC-ISA~~ CASS Transactions (as defined in Part 4 Number 14), for any statutory trust under the Client Assets Sourcebook).

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1.7.3 Additional representations and undertakings

- (1) At the time it enters into an ICM Clearing Agreement, each Clearing Member and each ~~Non-Clearing Member and Registered Customer that is an ICM Client pursuant to the Individual Clearing Model Provisions~~, severally but not jointly, further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it is and will be the legal and beneficial owner of the Difference Claim or Relevant Difference Claim and, to the extent applicable, no security interest (other than that provided under the Individual Clearing Model Provisions) exists over any of its rights or claims under an ICM Clearing Agreement or Transactions, as relevant, the Eligible Margin Assets transferred by it, the Difference Claim or Relevant Difference Claim, the Shortfall Claim and the Regress Claim.
- (2) At the time it enters into a Clearing Agreement in the form of Appendix 1 to the Clearing Conditions, each OTC IRS U.S. Clearing Member further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:
 - (i) it is not subject to a disqualification pursuant to Section 8 a of the U.S. Commodity Exchange Act (“**CEA**”);
 - (ii) it has implemented risk management processes that sufficiently address operational capacity, including the ability to process expected volumes and/or values of transactions within required time frames, including at peak times, the ability to fulfil collateral, payment, and delivery obligations, and the ability to participate in default management;
 - (iii) it maintains written risk management policies and procedures which address the risks that such OTC IRS U.S. Clearing Member may pose to Eurex Clearing AG.

The OTC IRS U.S. Clearing Member further undertakes

- (a) to make such risk management policies and procedures available to Eurex Clearing AG for inspection;
- (b) to disclose to Eurex Clearing AG whether it has been audited by another derivatives clearing organisation as well as the pertinent results of any such risk management audit; and
- (c) to make information and documents regarding its risk management policies, procedures and practices available to the CFTC upon the CFTC's request.

- 1.7.4 Each Clearing Member, each Clearing Agent, each ~~Non-Clearing Member, each Registered Customer~~ **ICM Client** and each Basic Clearing Member agrees with Eurex Clearing AG that it will repeat the representations set out in Number 1.7.1 to 1.7.3, to the extent that they are relevant to it, to Eurex Clearing AG with regard to the facts and

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circumstances then existing whenever the relevant Clearing Agreement is amended or it (or, in the case of a Clearing Agent, any of its Basic Clearing Members) enters into a Transaction, transfers Margin or Variation Margin or delivers Eligible Margin Assets in respect thereof or delivers assets equivalent to such Eligible Margin Assets.

1.7.5 Each ~~Registered Customer and Non-Clearing Member that is an~~ ICM Client pursuant to ~~the Individual Clearing Model Provisions~~ further agrees, when acting in its capacity as Interim Participant, with Eurex Clearing AG that:

- (a) by submitting the ICM Porting Election Notice, it represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantiewersprechen*) to Eurex Clearing AG that it has obtained and will retain all licenses and complies with all regulatory requirements applicable to an Interim Participant; and
- (b) it will repeat the representations and warranties set out in Number 1.7.1 to Eurex Clearing AG by reference to the facts and circumstances then existing by sending the ICM Porting Election Notice to Eurex Clearing AG and by entering into a Transaction, transferring Margin or Variation Margin or delivering Eligible Assets in respect of the Margin or the Variation Margin or delivering assets equivalent to such Eligible Assets.

1.7.6 Eurex Clearing AG represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantiewersprechen*) to the relevant Clearing Member, ~~the~~ Clearing Agent, ~~the Non-Clearing Member/Registered Customer and the~~ Basic Clearing Member and ICM Client, at the time it enters into the Clearing Agreement:

- (a) it has the power to enter into and perform the Clearing Agreement and any other documentation relating to this Clearing Agreement to which it is a party and has taken all necessary action to authorise such execution and performance;
- (b) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, reorganisation, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (c) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (d) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (e) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into the Clearing Agreement and is not imminent illiquid (*drohend zahlungsunfähig*) within the meaning of Section 18 of the InsO, is

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illiquid (*zahlungsunfähig*) within the meaning of Section 17 of the InsO or over-indebted (*überschuldet*) within the meaning of Section 19 of the InsO;

- (f) it has all governmental and other consents that are required by it with respect to its entry into and performance of the Clearing Agreement under the applicable laws in Germany and such consents are in full force and effect and all conditions of any such consents have been complied with; and
- (g) no event has occurred or circumstances arisen with respect to it which would (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Failure to Pay Event or Insolvency Event under the Clearing Agreement.

1.7.7 Eurex Clearing AG shall promptly inform the Clearing Member or the Clearing Agent and the Basic Clearing Member if Eurex Clearing AG becomes aware that any representation or warranty in Number 1.7.6 ceases to be true. Each Clearing Member, Clearing Agent, ~~Non-Clearing Member, Registered Customer~~ ICM Client, Basic Clearing Member, holder of a Specific Repo License and holder of a Specific Lender License shall promptly inform Eurex Clearing AG if it becomes aware that any of its representations or warranties in this Number 1.7 ceases to be true.

1.7.8 The Clearing Member shall provide Eurex Clearing AG at any time or upon request of Eurex Clearing AG with (i) any update of the ~~Specified-Disclosed~~ Client Information, (ii) a list of authorised signatories of a ~~Specified-Disclosed Direct~~ Client of such Clearing Member that are entitled to represent such ~~Specified-Disclosed Direct~~ Client and (iii) any information in relation to any of its ~~Specified-Disclosed Direct~~ Clients that Eurex Clearing AG reasonably requires or requests in order to comply with any statutory or regulatory obligations. Eurex Clearing AG may, at any time, rely on the respective information provided by the Clearing Member and will not conduct own investigations in this regard.

1.8 No Clearing of OTC Interest Rate Derivative Transactions for U.S. Persons

1.8.1 In relation to OTC Interest Rate Derivative Transactions, the Clearing Member (other than any OTC IRS U.S. Clearing Member) represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that, at the time it enters into a Clearing Agreement and each time when entering into an OTC Interest Rate Derivative Transaction, it (i) reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a “**U.S. person**” under the Interpretive Guidance (the “**CM-OTC U.S. Person Representation**”) and (ii) will not submit any ~~UDC-Related Transaction or SC-Related Client-Related~~ Transaction for Clearing to Eurex Clearing AG, unless the Clearing Member (a) has either obtained a representation from the relevant ~~Undisclosed-Direct Client or Specified-(other than an ICM Client-)~~ that such ~~Undisclosed-Direct Client or Specified-Client~~ reasonably believes that it does not fall within any of the U.S. Person Categories and/or believes in good faith that it would not otherwise be deemed to be a “**U.S. person**” under the Interpretive Guidance, or (b) in case the Clearing Member has not obtained a representation as described under (a) above, reasonably believes that the relevant

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~~Undisclosed~~ Direct Client ~~or Specified~~ (other than an ICM Client) does not fall within any of the U.S. Person Categories and believes in good faith that the relevant ~~Undisclosed~~ Direct ~~Client or Specified~~ Client would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance (the “**CM-Customer OTC U.S. Person Representation**”). Number 7.2.1 (2) shall apply accordingly.

- 1.8.2 The Clearing Member (other than an OTC IRS U.S. Clearing Member) shall promptly inform Eurex Clearing AG (i) if it becomes aware that its CM-OTC U.S. Person Representation ceases to be true or (ii) if the ~~relevant Undisclosed~~ Direct ~~Client or Specified~~ Client has informed the Clearing Member that the relevant CM-Customer OTC U.S. Person Representation has ceased to be true or in any other case in which the Clearing Member becomes aware that the relevant CM-Customer OTC U.S. Person Representation has ceased to be true.
- 1.8.3 In relation to OTC Interest Rate Derivative Transactions, ~~the Registered Customer~~ ICM Client represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that at the time it enters into a ICM Clearing Agreement, it (i) reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance (the “**RC-ICM Client OTC U.S. Person Representation**”) and (ii) will not submit any Transaction relating to an Indirect Client for Clearing to Eurex Clearing AG, unless the ~~Registered Customer~~ ICM Client (a) has either obtained a representation from the relevant Indirect Client that the Indirect Client reasonably believes that it does not fall within any of the U.S. Person Categories and/or believes in good faith that it would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance, or (b) in case the ~~Registered Customer~~ ICM Client has not obtained a representation as described under (a) above, reasonably believes that the relevant Indirect Client does not fall within any of the U.S. Person Categories and/or believes in good faith that the relevant Indirect Client would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance (the “**RC-ICM Client Customer OTC U.S. Person Representation**”); the ~~Registered Customer~~ ICM Client repeats these representations at each time the ~~Registered Customer~~ ICM Client directly or indirectly submits an Original OTC Transaction for Clearing to Eurex Clearing AG.
- 1.8.4 The ~~Registered Customer~~ ICM Client shall promptly inform Eurex Clearing AG (i) if it becomes aware that the ~~RC-ICM~~ OTC U.S. Person Representation ceases to be true or (ii) if any of its Indirect Clients has informed the ~~Registered Customer~~ ICM Client that the relevant ~~RC-ICM Client~~ Customer OTC U.S. Person Representation has ceased to be true or in any other case in which the ~~Registered Customer~~ ICM Client becomes aware that the relevant ~~RC-ICM Client~~ Customer OTC U.S. Person Representation has ceased to be true.
- 1.8.5 In relation to OTC Interest Rate Derivative Transactions, the Clearing Agent represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that, at the time it enters into a Basic Clearing Member Clearing Agreement, it reasonably

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believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a **“U.S. person”** under the Interpretive Guidance (the **“CA OTC U.S. Person Representation”**); the Clearing Agent repeats such representation each time when any of its Basic Clearing Members enters into an OTC Interest Rate Derivative Transaction. Number 7.2.1 (2) shall apply accordingly.

- 1.8.6 The Clearing Agent shall promptly inform Eurex Clearing AG (i) if it becomes aware that its CA OTC U.S. Person Representation ceases to be true or (ii) if the relevant Basic Clearing Member has informed the Clearing Agent that the relevant Basic Clearing Member OTC U.S. Person Representation (as defined in Number 1.8.7) has ceased to be true or in any other case in which the Clearing Agent becomes aware that the relevant Basic Clearing Member OTC U.S. Person Representation has ceased to be true.
- 1.8.7 In relation to OTC Interest Rate Derivative Transactions, the Basic Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that at the time it enters into a Basic Clearing Member Clearing Agreement, it reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a **“U.S. person”** under the Interpretive Guidance (the **“Basic Clearing Member OTC U.S. Person Representation”**); the Basic Clearing Member repeats such representations at each time when it directly or through its Clearing Agent submits an Original OTC Transaction for clearing to Eurex Clearing AG. The Basic Clearing Member shall promptly inform Eurex Clearing AG if it becomes aware that the Basic Clearing Member OTC U.S. Person Representation ceases to be true.
- 1.8.8 **“U.S. Person Categories”** means the enumerated categories of **“U.S. persons”** that are provided in the **“Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations”**, (78 Fed. Reg. 45,292, Jul. 26, 2013) by the Commodity Futures Trading Commission (the **“CFTC”**) (the **“Interpretive Guidance”**) within its jurisdiction pursuant to Section 722(d) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended or otherwise interpreted in writing by the CFTC from time to time.
- 1.9 No Clearing of FX Options contracts and OTC XCCY Transactions for U.S. Persons**
- 1.9.1 In relation to FX Options contracts and OTC XCCY Transactions, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that, at the time it enters into a Clearing Agreement and each time when the Clearing Member enters an order or quote into the trading systems in relation to an FX Options contract or makes an entry in an Approved Trade Source System in relation to an OTC XCCY Transaction to be cleared by Eurex Clearing AG, it (i) reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a **“U.S. person”** under the Interpretive Guidance (the **“CM-FX U.S. Person Representation”**) and (ii) will not enter an order or quote into

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the trading systems in relation to a ~~UDC-Related Transaction or SC-Related Client-Related~~ Transaction, unless the Clearing Member (a) has either obtained a representation from the relevant ~~Undisclosed-Direct Client or Specified~~ (other than an ICM Client) that such ~~Undisclosed-Direct Client or Specified~~ Client reasonably believes that it does not fall within any of the U.S. Person Categories and/or believes in good faith that it would not otherwise be deemed to be a “**U.S. person**” under the Interpretative Guidance, or (b) in case the Clearing Member has not obtained a representation as described under (a) above, reasonably believes that the relevant ~~Undisclosed-Direct Client or Specified~~ (other than an ICM Client) does not fall within any of the U.S. Person Categories and/or believes in good faith that the relevant ~~Undisclosed-Direct Client or Specified~~ (other than an ICM Client) would not otherwise be deemed to be a “**U.S. person**” under the Interpretive Guidance (the “**CM-Customer FX U.S. Person Representation**”). Number 7.2.1 (2) shall apply accordingly.

- 1.9.2 The Clearing Member shall promptly inform Eurex Clearing AG (i) if it becomes aware that the CM-FX U.S. Person Representation ceases to be true or (ii) if the relevant ~~Undisclosed-Direct Client or Specified~~ Client has informed the Clearing Member that the relevant CM-Customer FX U.S. Person Representation has ceased to be true or in any other case in which the Clearing Member becomes aware that the relevant CM-Customer FX U.S. Person Representation has ceased to be true.
- 1.9.3 In relation to FX Options contracts, each ~~Registered Customer and/or Non-Clearing Member-ICM Client~~ represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that at the time it enters into a Clearing Agreement, it (i) reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance (the “**RC/NCM-ICM Client FX U.S. Persons Representation**”) and (ii) will not enter an order or quote into the trading systems in relation to a Transaction relating to an Indirect Client and/or will not instruct its Clearing Member to book a Transaction relating to an Indirect Client to a Transaction Account of the ~~Registered Customer or the Non-Clearing Member-ICM Client~~, unless the ~~Non-Clearing Member and/or the Registered Customer-ICM Client~~ (a) has either obtained a representation from the relevant Indirect Client that such Indirect Client reasonably believes that it does not fall within any of the U.S. Person Categories and/or believes in good faith that it would not otherwise be deemed to be a “U.S. person” under the Interpretative Guidance, or (b) in case the ~~Non-Clearing Member and/or the Registered Customer-ICM Client~~ has not obtained a representation as described under (a) above, reasonably believes that the relevant Indirect Client does not fall within any of the U.S. Person Categories and/or believes in good faith that the relevant Indirect Client would not otherwise be deemed to be a “U.S. person” under the Interpretive Guidance (the “**RC/NCM-ICM Client Customer FX U.S. Persons Representation**”); ~~the Non-Clearing Member~~ the CM Client shall repeat such representation each time when it enters an order or quote into the trading systems in relation to a Transaction relating to an Indirect Client and ~~the Registered Customer shall repeat such representation~~ each time when it instructs its Clearing Member to book a Transaction relating to an Indirect Client to the Transaction Account of the ~~Registered Customer-ICM Client~~, as the case may be.

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- 1.9.4 The ~~Non-Clearing Member and/or the Registered Customer~~ ICM Client shall promptly inform Eurex Clearing AG (i) if it becomes aware that the ~~RC/NCM~~ ICM Client FX U.S. Persons Representation ceases to be true or (ii) if any of its Indirect Clients has informed the ~~Non-Clearing Member and/or the Registered Customer~~ ICM Client that the relevant ~~RC/NCM~~ ICM Client Customer FX U.S. Persons Representation has ceased to be true or in any other case in which the ~~Non-Clearing Member and/or the Registered Customer~~ ICM Client becomes aware that the relevant ~~RC/NCM~~ ICM Client Customer FX U.S. Persons Representation has ceased to be true.
- 1.9.5 In relation to FX Options contracts, the Clearing Agent represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that, at the time it enters into a Basic Clearing Member Clearing Agreement, it reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a “**U.S. person**” under the Interpretive Guidance (the “**CA FX U.S. Person Representation**”); the Clearing Agent repeats such representations at each time when the Clearing Agent enters an order or quote into the trading systems in relation to an FX Options contract. Number 7.2.1 (2) shall apply accordingly.
- 1.9.6 The Clearing Agent shall promptly inform Eurex Clearing AG (i) if it becomes aware that the CA FX U.S. Person Representation ceases to be true or (ii) if the relevant Basic Clearing Member has informed the Clearing Agent that the relevant CA ~~Basic Clearing Member~~ FX U.S. Person Representation (as defined in Number ~~4.9.7~~ 1.9.5) has ceased to be true or in any other case in which the Clearing Agent becomes aware that the relevant CA ~~Basic Clearing Member~~ FX U.S. Person Representation has ceased to be true.
- 1.9.7 In relation to FX Options contracts, each of the Basic Clearing Members represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that at the time it enters into a Clearing Agreement, it reasonably believes that it does not fall within any of the U.S. Person Categories and believes in good faith that it would not otherwise be deemed to be a “**U.S. person**” under the Interpretive Guidance (the “**Basic Clearing Member FX U.S. ~~Persons~~ Person Representation**”); the Basic Clearing Member repeats such representations at each time when it enters directly or through its Clearing Agent an order or quote into the trading systems. The Basic Clearing Member shall promptly inform Eurex Clearing AG if it becomes aware that the Basic Clearing Member FX U.S. ~~Persons~~ Person Representation ceases to be true.
- 1.10 FIC Board Advisory Committee**
- 1.10.1 Eurex Clearing AG will establish a FIC board advisory committee (the “**FIC Board Advisory Committee**”) for the purpose of consulting with and making recommendations to the executive boards of Eurex Clearing AG, Eurex Frankfurt AG and Eurex Repo GmbH (together the “**Eurex Group**”) with respect to the FIC Matters (as defined in Number 1.10.2), provided that this would not constitute a breach of law, a breach of an

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order of a court of a competent jurisdiction or of an applicable governmental, quasi-governmental or regulatory body.

1.10.2 “**FIC Matters**” with respect to the FIC Board Advisory Committee shall be exclusively the following:

- (1) the general Fixed Income and Currencies strategy; and
- (2) product and service expansions in Fixed Income and Currencies with particular focus on certain growth products (as determined by Eurex Clearing AG).

“**Fixed Income and Currencies**” means the offering by Eurex Group in relation to fixed income and currencies products.

1.10.3 The FIC Board Advisory Committee consists of up to 10 (ten) committee members (“**FIC Committee Members**”). The FIC Committee Members shall be appointed in accordance with the procedure set out in in the statutes for the FIC Board Advisory Committee.

The statutes for the FIC Board Advisory Committee as published on the website of Eurex Clearing AG (www.eurexclearing.com) shall form an integral part of these Clearing Conditions.

2 Clearing Members

2.1 Clearing License

2.1.1 Granting of Clearing License

- (1) A license issued by Eurex Clearing AG for each Transaction Type (each, a “**Clearing License**”) is required in order to be authorised to participate in the Clearing of the relevant Transactions as a Clearing Member.
- (2) Upon written application, Eurex Clearing AG may grant a Clearing License for a Transaction Type if the relevant applicant meets the general prerequisites pursuant to Numbers 2.1.2, 2.1.3 or 2.3, as applicable, and the special prerequisites for the relevant Transaction Type set forth in the Special Clearing Provisions.
- (3) A Clearing License will be granted upon the conclusion of, or an amendment to this effect to, a Clearing Agreement for the relevant Transaction Type. For holders of a respective Clearing License (including Clearing Agents), their ~~Non-Clearing Members, Registered Customers and Basic Clearing Members as well as ICM Clients and~~ Interim Participants (if applicable), [as well as Basic Clearing Members](#) this Chapter I ~~as well as and~~ the Chapter for the relevant Transaction Types as well as any references in such Chapter to other Chapters or Annexes of the Clearing Conditions, shall be applicable.
- (4) As specified in the relevant Clearing Agreement, a Clearing License is issued either as a general clearing license (a “**General Clearing License**”) or a direct clearing license (a “**Direct Clearing License**”). Unless otherwise provided in the relevant

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Special Clearing Provisions, a General Clearing License entitles the holder thereof (a “**General Clearing Member**”) (i) to clear Own Transactions, Client-Related Transactions or, in respect of OTC IRS U.S. Clearing Members, Own Transactions and (ii) to participate in the Clearing of Basic Clearing Member Transactions as a Clearing Agent subject to further requirements as set out in the Basic Clearing Member Provisions. A Direct Clearing License entitles the holder thereof (a “**Direct Clearing Member**”) to clear Own Transactions, ~~UDC-Related Transactions, RC-Related Transactions, SC-Related Transactions and only those NCM-Related Transactions referring to Transactions by Non-Clearing Members affiliated with it.~~ ~~(5) A Clearing Agreement may only be entered into by a Non-Clearing Member and a Direct Clearing Member if the Non-Clearing Member is an affiliated company~~ Client-Related Transactions (in the case of DC-Related Transactions limited to Transactions relating to DC Market Participants, and in the case of Transactions relating to Indirect Client Market Participants limited to Indirect Client Market Participants, affiliated with it (as determined by Eurex Clearing AG and notified to the Clearing Members) ~~of the Direct Clearing Member. The Non-Clearing Member and the~~ . The Direct Clearing Member shall be obliged to inform Eurex Clearing AG promptly in the event that they cease to meet such prerequisites.

- (65) Clearing Licenses as well as any rights and obligations resulting from a Clearing License may not be assigned or transferred by way of contractual agreement.

2.1.2 General Prerequisites for Clearing Licenses

- (1) A Clearing License for a Transaction Type may only be granted to an applicant if such applicant meets the general prerequisites pursuant to Paragraphs (2) to (6) below and the special prerequisites set forth in Chapters II-IX for the relevant Transaction Type. This Number 2.1.2 shall, unless otherwise provided in Part 6 Number 2, not apply to applicants for a Basic Clearing Member Clearing License.
- (2) Personal prerequisites
 - (a) Subject to Number 2.1.3 below, a Clearing License may only be granted to:
 - (aa) an EU or Swiss institution: an institution domiciled in a member state of the European Union (“**EU**”) or in Switzerland which is (i) if domiciled in the EU, a credit institution or an investment firm pursuant to Art. 2 (b) of Directive 98/26/EC or to a subsequent legal act or, if domiciled in Switzerland, an institution whose functions correspond to those of a credit institution or an investment firm in the aforementioned sense, and (ii) supervised by the competent authorities according to the applicable regulatory standards of the EU or, if domiciled in Switzerland, by the Swiss Financial Market Supervisory Authority (*Eidgenössische Finanzmarktaufsicht* – “**FINMA**”);
 - (bb) a German branch office or branch of an institution: a branch office or branch of an institution within the meaning of Sections 53, 53b or 53c of the German Banking Act (*Gesetz über das Kreditwesen*, the “**KWG**”) provided that such branch or branch office and the institution comply with

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the conditions set forth in Paragraph (2) (a) (aa) above and Paragraph (2) (b) below;

- (cc) a Swiss branch of an institution: a branch within the meaning of Art. 2 Paragraph 1 of the Swiss Federal Banking and Savings-Bank Act (*Schweizer Bundesgesetz über die Banken und Sparkassen*) in connection with Section 1 et seq. of the Regulation of the Swiss Financial Market Supervisory Authority concerning Foreign Banks in Switzerland (*Verordnung der Eidgenössischen Finanzmarktaufsicht über die ausländischen Banken in der Schweiz*), provided that such branch complies with the conditions set forth in Paragraph (2) (b) below;
- (dd) a EU branch of an institution: a branch of a credit institution or investment firm domiciled in a member state of the EU ("**host member state**") provided that (i) the main office of such credit institution or investment firm is domiciled in another member state of the EU ("**home member state**"), (ii) a notification procedure has been completed in the host member state, and that (iii) the branch and the institution comply with the conditions set forth in Paragraph (2) (a) (aa) above and Paragraph (2) (b) below;
- (ee) a third country institution: an institution domiciled outside the EU or Switzerland (i) whose functions correspond to those of a credit institution or an investment firm pursuant to Art. 2 (b) of Directive 98/26/EC or to a subsequent legal act and (ii) which is supervised in its country of domicile according to standards equivalent to the applicable regulatory standards of the EU as determined by Eurex Clearing AG, provided that (iii) the competent supervisory authority is a signatory to Appendix A of the IOSCO Multilateral Memorandum of Understanding or has signed an applicable bilateral memorandum of understanding with the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*);
- (ff) a third country branch of an institution: a branch of an institution not falling within one of the categories pursuant to Paragraph (2) (a) (bb) to (dd) above, provided that (i) if either the branch or the main office of the institution is domiciled outside the EU or Switzerland, such branch or main office complies with the conditions set forth in Paragraph (2) (a) (ee) above, (ii) if either the branch or the main office of the institution is domiciled in a member state of the EU or Switzerland, such branch or main office complies with the conditions set forth in Paragraph (2) (a) (aa) above, and that (iii) the branch and the institution comply with the conditions set forth in Paragraph (2) (b) below;
- (gg) certain other regulated entities: with respect to a Direct Clearing License for the Clearing of Own Transactions only, an applicant that is an insurance undertaking, reinsurance undertaking, collective investment undertaking (in the case of an Unincorporated Fund, Sub-Fund or Fund Segment, acting

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through an Authorised Manager) as defined in Article 4 Paragraph (1) of the CRR or an institution for occupational retirement provision as defined in Article 6(a) of Directive 2003/41/EC; in each case domiciled in a member state of the EU or in Switzerland, or in a country outside of the EU and Switzerland and supervised in its country of domicile according to standards equivalent to the applicable regulatory standards of the EU as determined by Eurex Clearing AG; or

- (hh) US Proprietary Trading Firms: with respect to a Direct Clearing License for the Clearing of only (i) Own Transactions and (ii) Client-Related Transactions, provided that the relevant Direct Client is an affiliated company of the applicant, an applicant that is a Proprietary Trading Firm legally organised and with its principal place of business in the United States of America (or any state thereof), which is sufficiently supervised as determined by Eurex Clearing AG.
- (b) Applicants pursuant to Paragraphs (2) (a) (bb), (cc), (dd) and (ff) above must provide a written guarantee on first demand issued vis-à-vis Eurex Clearing AG by the institution to which the applicant belongs, to the effect that such institution will guarantee all obligations of its branch office, offices or branches arising out of, and in connection with, the Clearing of Transactions by these branches, offices and branch offices. In order to verify the legal validity and enforceability of this guarantee, Eurex Clearing AG may demand from the relevant institution, at the institution's expense, all necessary information and evidence, including the opinion of a legal expert designated by Eurex Clearing AG.
- (c) Eurex Clearing AG may require the applicant to provide, at its own expense, a legal opinion from leading counsel approved by Eurex Clearing AG that verifies the legal validity and enforceability of the Clearing Conditions in the respective jurisdiction according to standards provided by Eurex Clearing AG from time to time.
- (d) The granting of a Clearing License requires that Eurex Clearing AG has obtained all licenses and approvals that are required for the provision of Clearing towards the applicant in the relevant jurisdiction.
- (3) The applicant for a Clearing License must
- (i) if the applicant is subject to the own fund requirements under the CRD IV and CRR: have available own funds (*Eigenmittel*) pursuant to the European Capital Requirements Directive 2013/36/EU ("**CRD IV**") and the European Capital Requirements Regulation (EU) No. 575/2013 ("**CRR**") in an amount determined by Eurex Clearing AG from time to time,
- (ii) if the applicant is not subject to the own fund requirements under the CRD IV and CRR: have available equivalent regulatory capital or

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- (iii) in case of an applicant pursuant to Paragraph 2(a)(gg), where Eurex Clearing AG determines that the financial resources of the applicant shall be assessed on the basis of the assets under management of the applicant (including in the case of collective investment undertakings and in the case of applicants with assets being subject to certain forms of segregation): provide evidence of a value in respect of their assets under management in an amount and frequency as determined by Eurex Clearing AG in its sole discretion from time to time.

Regulatory capital is considered equivalent when it is (i) used as a measure of adequate solvency for the applicant by its competent supervisory authority, (ii) reported to the applicant's competent supervisory authority on a regular basis and (iii) audited at least yearly.

- (a) In case an applicant applies for multiple Clearing Licenses covering multiple Transaction Types, the required own funds are calculated as follows:
- (aa) Unless specifically provided otherwise in (bb) below, the own funds required for multiple Clearing Licenses is the sum of the own funds required for each Clearing Licence.
- (bb) When calculating the liable equity capital for granting a Clearing License for FWB Transactions (Chapter V Part 1 and 2), those own funds shall be taken into account which the applicant has already provided evidence for due to the granting of a Clearing License for ISE Transactions (Chapter VI) and vice versa.
- (b) The own funds or equivalent regulatory capital shall be calculated in accordance with the supervisory provisions applicable to the relevant applicant. Evidence of the amount of the own funds or equivalent regulatory capital as of 31 December of every year (*Stichtag* – “**Qualifying Date**”) shall, in an appropriate manner, be provided to Eurex Clearing AG not only together with the application but thereafter once every year during the Clearing Membership. Such annual evidence of the own funds or equivalent regulatory capital as of the Qualifying Date must be provided to Eurex Clearing AG by no later than 30 June of the year following the respective Qualifying Date. In case the business year of a Clearing Member deviates from the calendar year, annual evidence of the amount of the own funds or equivalent regulatory capital at the end of the respective business year has to be provided for with both the application and once every year at the latest six months after the end of the respective business year. Any change in the own funds or equivalent regulatory capital as a result of which the value of the own funds or equivalent regulatory capital determined by Eurex Clearing AG pursuant to Paragraph (3) would fall below the relevant requirements must be notified to Eurex Clearing AG immediately. Eurex Clearing AG may request such evidence at any time and may assign an auditor for verification of the own funds or equivalent regulatory capital at the expense of the applying institution.

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- (c) Evidence of own funds or equivalent regulatory capital must be provided on an individual basis unless the applicant provides written confirmation that it is subject to consolidated supervision pursuant to Article 7 of the CRR or correspondent applicable legislation.
- (d) Should an applicant have insufficient own funds, equivalent regulatory capital or assets under management for a Clearing License, Eurex Clearing AG may allow that the shortfall may be made up by collateral in cash or securities accepted by Eurex Clearing AG. The cash and securities collateral shall safeguard compliance with the contractual obligations of the respective Clearing Member and with all other claims of Eurex Clearing AG vis-à-vis the respective Clearing Member in connection with the Clearing of its contracts (provision of collateral).

Securities collateral shall be posted by transfer of ownership for security purposes (*Eigentumsübertragung zu Sicherungszwecken*) into a custody account with Clearstream Banking AG (in Xemac the relevant transfer is being effected by labelling the relevant Securities with “pledge” by way of Earmarking), Clearstream Banking S.A. (also using the Triparty Collateral Management Service CmaX of Clearstream Banking S.A. (“**CmaX**”)) or SIX SIS AG.

- (4) The applicant (other than an applicant that intends to become an OTC IRS U.S. Clearing Member) shall have available the following accounts:

- (a) Securities Accounts:

[\(aa\) for purposes of providing Margin in the form of Securities accordance with the Elementary Clearing Model Provisions:](#)

- ~~(aa)~~(i) in case the Value Based Allocation is the Applicable Allocation Method, a securities account or sub-account with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, pledged to Eurex Clearing AG with respect to Margin in accordance with the Elementary Clearing Model Provisions (the “**Pledged Securities Account**”), unless the Clearing Member uses the Collateral Management System Xemac of Clearstream Banking AG (“**Xemac**”) to grant the pledges in accordance with Subpart A Number 4.3.2.2 of the Elementary Clearing Model Provisions; or
- (ii) in case the Asset Based Allocation is the Applicable Allocation Method, (x) a securities account or sub-account with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, pledged to Eurex Clearing AG with respect to Proprietary Margin in accordance with the Elementary Clearing Model Provisions (the “**Pledged Securities Account**”), unless the Clearing Member uses Xemac to grant the pledges in accordance with Subpart A Number 4.3.2.2 of the Elementary Clearing Model Provisions in

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respect of Proprietary Margin and (y) one or more securities accounts or sub-accounts (including any subset of securities booked on an account and identified by a common identifier) with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, pledged to Eurex Clearing AG with respect to Omnibus Margin in accordance with the Elementary Clearing Model Provisions (each an “**Omnibus Pledged Securities Account**”), unless the Clearing Member uses Xemac to grant the pledges in accordance with Subpart A Number 4.3.2.2 of the Elementary Clearing Model Provisions in respect of Omnibus Margin;

(bb) for purposes of providing Segregated Margin in the form of Securities pursuant to the Individual Clearing Model Provisions through accounts with Clearstream Banking AG;

- (i) one or several securities accounts with Clearstream Banking AG for each of its ~~Non-Clearing Members and Registered Customers~~ ICM Clients pursuant to the Individual Clearing Model Provisions and/or
- (ii) a securities account with Clearstream Banking AG for several of its ~~Non-Clearing Members and/or Registered Customers~~ ICM Clients pursuant to the Individual Clearing Model Provisions,

in each case if applicable and if the Clearing Member does not use Xemac in order to transfer title to the Securities which form part of the Segregated Margin to Eurex Clearing AG; the Securities are attributed to the relevant ~~Non-Clearing Member or Registered Customer~~ ICM Client, respectively, in the case of (i), by booking them into the securities account and in the case of (ii), by booking them into the securities account and stating the specific customer identifier pursuant to Part 3 Subpart A Number 4.3 (the “**Securities Margin Account**”);

(cc) for purposes of providing Margin in the form of Securities pursuant to the ~~ICM for Specified Clients~~ ISA Provisions ~~one or more~~;

- (i) in case the Eligible Margin Assets in form of Securities shall be pledged in favour of Eurex Clearing AG: one or several securities accounts or sub-accounts (including any subset of securities booked on an account and identified by a common identifier) with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, for Securities pledged or to be pledged to Eurex Clearing AG with respect to Margin for the purposes of the ~~ICM for Specified Clients~~ ISA Provisions (each an “**ICM-SC-ISA Pledged Securities Account**”), unless the Clearing Member uses Xemac to grant the pledges in accordance with Number 6.3.2.2 of the ~~ICM for Specified Clients~~ ISA Provisions in respect of Margin for the purposes of the ~~ICM for Specified Clients~~ ISA Provisions;

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(ii) in case the Eligible Margin Assets in the form of Securities shall be provided to Eurex Clearing AG by transferring title:

(A) one or several securities accounts with Clearstream Banking AG for each of its Disclosed Direct Clients pursuant to the ISA Provisions and/or

(B) a securities account with Clearstream Banking AG for several of its Disclosed Direct Clients pursuant to the ISA Provisions,

in each case if applicable and if the Clearing Member does not use Xemac in order to transfer title to the Securities which form part of the Margin pursuant to the ISA Provisions to Eurex Clearing AG; the Securities are attributed to the relevant Disclosed Direct Client, respectively, in the case of (A), by booking them into the securities account and in the case of (B), by booking them into the securities account and stating the specific customer identifier pursuant to Part 4 Number 3.6 (the “ISA Securities Margin Account”); or

(iii) in case the Eligible Margin Assets in the form of Securities shall be provided to Eurex Clearing AG by transferring title and the Clearing Member already has a Securities Margin Account with Clearstream Banking AG pursuant to Number 2.1.4 (4) (a) (bb) (ii):

the Clearing Member may, by notice to Eurex Clearing AG, elect to use the Securities Margin Account also for providing Margin in the form of Securities by way of title transfer in accordance with the ISA Provisions to Eurex Clearing AG; the Securities are attributed to the relevant Disclosed Direct Client, in each case by booking them to such Securities Margin Account and stating the specific customer identifier for the relevant Disclosed Direct Client pursuant to Part 4 Number 3.6, as applicable (for purposes of the ISA Provisions, such account shall qualify as an ISA Securities Margin Account);

(dd) one or more securities accounts or sub-accounts (including any subset of securities booked on an account and identified by a common identifier) with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, pledged to Eurex Clearing AG with respect to Omnibus Margin for ECM CASS Transactions in accordance with Part 2 Subpart D (each a “**CASS Omnibus Pledged Securities Account**”), unless the Clearing Member uses Xemac to grant the pledges in accordance with Subpart A Number 4.3.2.2 of the Elementary Clearing Model Provisions;

(ee) one or more securities accounts or sub-accounts (including any subset of securities booked on an account and identified by a common identifier) with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, pledged to Eurex Clearing AG with respect to Margin for ~~ICM SC ISA~~ CASS Transactions in accordance with Part 4 (each ~~a-an~~ “~~ICM SC ISA~~”

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CASS Pledged Securities Account”), unless the Clearing Member uses Xemac to grant the pledges in accordance with Number 6.3.2.2 [Paragraph \(3\)](#) of the ~~ICM for Specified Clients~~ [ISA](#) Provisions;

- (ff) if the Clearing Member uses Xemac on the basis of the relevant applicable provisions of the Special Conditions for Collateral Management (“**SC Xemac**”), a securities account with Clearstream Banking AG with respect to which pledges are granted or title transfers effected with respect to Securities [provide or to be provided as Margin](#) by a respective labelling of the Securities in the system and modification of the bailment intention (*Besitzmittlungswille*) by Clearstream Banking AG in favour of Eurex Clearing AG (“Earmarking”); and
- (gg) settlement securities accounts required for the Physical Delivery of Securities (including German book-entry securities and Swiss intermediated securities) for the relevant Transaction Types, which shall be maintained with a Settlement Location and which must be connected with a corresponding cash account.

The applicant is not required to maintain Securities Accounts pursuant to Paragraph (4) (a) (aa) to ~~(eeff)~~ [if and to the extent that it makes use of securities accounts of a Third-Party CM Account Holder in accordance with Number 3.6 or](#) if it provides Margin in the form of cash only.

(b) Cash Accounts:

- (aa) for cash payments in EUR: (i) an account within the payment module at a central bank of the Euro system which participates in TARGET2 with its TARGET2 component system or an account at another central bank which is not a central bank of the Euro system and, due to a special agreement, connected to TARGET2 (“**RTGS Account**”), (ii) an account with SECB Swiss Euro Clearing Bank GmbH (“**SECB Account**”) and an euroSIC account with SIX Interbank Clearing AG (both accounts jointly the “**euroSIC Account**”), (iii) an account with a Correspondent Bank in accordance with (ee), (iv) an account with a Settlement Bank in accordance with (ff), or (v) an account with a bank which maintains an account with a Settlement Bank in accordance with (gg);
- (bb) for cash payments in CHF: (i) an account with the SNB (the “**SNB Account**”) and an account with SIX Interbank Clearing AG (both accounts in the following jointly the “**SIC Account**”), (ii) an account with a Correspondent Bank in accordance with (ee), (iii) an account with a Settlement Bank in accordance with (ff), or (iv) an account with a bank which maintains an account with a Settlement Bank in accordance with (gg);

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(cc) for cash payments in GBP: (i) an account with a Settlement Bank in accordance with (ff), or (ii) an account with a bank which maintains an account with a Settlement Bank in accordance with (gg)

(any RTGS Account and SIC Account each being referred to as a “**Central Bank Account**”); and

(dd) for payment of Eurex-Fees (as defined in Number 5.1) according to Number 1.4.1 Paragraph (6), an account with a bank for the respective currency

(all such accounts together with any other cash accounts provided for in the Special Clearing Provisions, the “**Clearing Member Cash Accounts**”).

(ee) The applicant may choose for EUR and CHF to use a Central Bank Account maintained in the name of a correspondent bank (“**Correspondent Bank**”).

(ff) The applicant may choose to use an account with a commercial bank recognized by Eurex Clearing AG (“**Settlement Bank**”). For cash payments in EUR, CHF and GBP the following provisions apply:

(i) The Settlement Bank shall not be an affiliate of the applicant. The scope of the term affiliate shall be determined by Eurex Clearing AG.

(ii) Any payment obligation of the applicant towards Eurex Clearing AG which may arise under the relevant Clearing Agreement, Standard Agreement or Transaction shall only be deemed discharged with the actual credit of the relevant cash amount to the designated TARGET2 account of Eurex Clearing AG, account of Eurex Clearing AG with the SNB or Bank of England (each an “**ECAG Central Bank Account**”) or an account of Eurex Clearing AG with the SIX Interbank Clearing AG or Swiss Euro Clearing Bank GmbH (each an “**ECAG euroSIC Account**”), respectively. Eurex Clearing AG ensures that it will instruct its Settlement Bank immediately after any cash amount has been credited to its account with the Settlement Bank to transfer such amounts to the relevant ECAG Central Bank Account or ECAG euroSIC Account.

(iii) Any payment obligation of Eurex Clearing AG towards the applicant which may arise under the relevant Clearing Agreement, Standard Agreement or Transaction shall already be deemed discharged with the actual credit of the relevant cash amount to Eurex Clearing AG’s account maintained with the Settlement Bank. Eurex Clearing AG ensures that it will instruct its Settlement Bank immediately after any cash amount has been credited to its account with the Settlement Bank to transfer such amounts to the applicant’s account with the Settlement Bank.

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- (iv) At the time the applicant enters into a Clearing Agreement with Eurex Clearing AG, the applicant further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it will indemnify Eurex Clearing AG against any and all damages and losses which may arise from (a) a non-transfer of the relevant cash amounts from the account of Eurex Clearing AG with the Settlement Bank to the relevant ECAG Central Bank Account of Eurex Clearing AG or (b) a non-transfer of the relevant cash amounts from the account of Eurex Clearing AG with the Settlement Bank to the applicant's account with the Settlement Bank, unless such non-transfer has been caused by an wilful action or omission by Eurex Clearing AG. Eurex Clearing AG will assign any claim it may have against the Settlement Bank with respect to such non-transferred cash amount to the applicant.
- (gg) The applicant may choose to use an account with a Settlement Bank maintained in the name of another bank. The provisions under (ff) shall apply accordingly.
- (5) The applicant shall provide evidence for compliance with the following requirements:
- (a) Technical connection to the systems of Eurex Clearing AG and, unless incorporated in the relevant Clearing Agreement, execution of the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (Connection Agreement) under inclusion of the General Terms and Conditions on Technical Connection to the Clearing EDP of Eurex Clearing AG.
 - (b) The use of appropriate technical equipment (back-office facilities) to ensure the orderly recording, booking and supervision of all transactions, as well as the provision of margin and the calculation of margin requirements with respect to the customers pursuant to the minimum requirements of Eurex Clearing AG (clearing obligations).
 - (c) The use of at least one sufficiently qualified (as defined by Eurex Clearing AG and published pursuant to Number 16.1) clearing staff member in the back office for the orderly fulfilment of the clearing obligations Number 1.2.6 shall remain unaffected. A Clearing Member is not obliged to use a qualified clearing staff member in case of outsourcing to an Insourcer according to Number 15.2 that has a qualified clearing staff member.
 - (d) Payment of the Contribution to the Default Fund in accordance with Number 6.1.
 - (e) Granting of an authorisation to Eurex Clearing AG for purposes of delivery instructions by Eurex Clearing AG vis-à-vis a Settlement Location, provided this is necessary for the Clearing of Transactions of the relevant Transaction Type.

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- (f) A waiver of the obligation to pay the US American withholding tax in case of Clearing of Transactions in Securities which the US American revenue authority (Internal Revenue Service) defines as being subject to US American withholding tax. In case of Clearing of Securities being subject to US American withholding tax within the meaning of Sentence 1, Eurex Clearing AG will comply with the legal obligation to register under consideration of its fiscal status as well as the fiscal status of the respective applicant vis-à-vis the US American revenue authority (Internal Revenue Service). In case evidence pursuant to Sentence 1 is not provided by the applicant, Eurex Clearing AG shall, in case of Clearing of Transactions pursuant to Sentence 1, comply with its obligation to register vis-à-vis the US-American revenue authority (Internal Revenue Service) and retain the accrued remuneration where applicable and pay the same to the US-American revenue authority (Internal Revenue Service). In case the applicant uses one or more settlement institutions pursuant to Paragraph (7) and (8) below, it shall provide evidence pursuant to Sentence 1 with regard to the accounts and custody accounts maintained with the settlement institutions used or authorised in connection with transactions concluded on the Markets.
- (g) Each Clearing Member shall appoint at least one of its employees as emergency contact for Eurex Clearing AG to initiate necessary measures in emergency cases who shall be available during regular business hours; the Clearing Member needs to register the contact with Eurex Clearing AG.
- (6) Evidence of compliance with the general prerequisites set forth in Paragraphs (2) – (5) above must be provided upon submission of the application.
- (7) Eurex Clearing AG may, upon written application and upon submission of appropriate evidence, permit the applicant or a Clearing Member that the prerequisites for the granting of a Clearing License pursuant to Paragraph (4) (a) (gg) above as well as – optionally – the prerequisites pursuant to Paragraph (5) (e) will be fulfilled by one or more settlement institutions on behalf of and for the applicant or the Clearing Member, respectively. The Clearing Member shall ensure that the appointed settlement institution(s) complies with the Clearing Conditions. Eurex Clearing AG is authorised to request at any time written evidence regarding the compliance with the Clearing Conditions in accordance with Sentence 1 and 2; the costs shall be borne by the Clearing Member.
- (8) In case a Clearing Member or a settlement institution uses other third parties not listed in Paragraphs (5) and (7) above, it has to ensure the compliance with the Clearing Conditions also by such third parties. Paragraph (7) Sentence 3 shall apply accordingly.

2.1.3 Prerequisites for Governmental Entities and Supranational Organisations

- (1) Upon request and upon the sole risk assessment of Eurex Clearing AG, certain governmental entities and supranational organisations may be admitted as Clearing Members under modified conditions. These are:

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- (a) the member countries of the EU and Switzerland as well as other non-EU countries, their central governments, regional governments and ministries, as well as their legally dependent special funds;
 - (b) the central banks of the countries named under (a);
 - (c) the European Central Bank, multilateral development banks and international organisations within the meaning of Articles 117 and 118 of the CRR, including the Kreditanstalt für Wiederaufbau (KfW);
 - (d) legally independent institutions and companies which are commissioned with or responsible for the management of assets or liabilities of one of the countries named under (a); and
 - (e) public sector entities within the meaning of Article 4 Paragraph 1 Number 8 of the CRR and comparable institutions.
- (2) Applicants within the meaning of Paragraph (1) are required to fulfil the general prerequisites set out in Number 2.1.2 Paragraphs (3) to (6) and the special prerequisites for the relevant Transaction Type, unless they have been exempted in whole or in part from the fulfilment of these prerequisites by Eurex Clearing AG.

Applicants within the meaning of Paragraph (1) (a) to (d) may in particular be exempted from the requirement to:

- (a) have available own funds pursuant to Number 2.1.2 Paragraph (3);
- (b) have available Securities Accounts pursuant to Number 2.1.2 Paragraph (4);
- (c) pay Contributions to the Default Fund pursuant to Number 2.1.2 Paragraph (5) (d);
- (d) meet Margin Requirements pursuant to Number 3 for specific Transaction Types; and/or to
- (e) participate in DM Auctions pursuant to Number 7.5.3 in connection with the DM Auction Rules.

Applicants within the meaning of Paragraph (1) (e) may only be exempted from the requirements mentioned in (a), (b) and (e).

Applicants within the meaning of Paragraph (1) are exempt from the requirement to participate in a Default Management Committee pursuant to Number 7.5 unless they apply for participation and meet the participation requirements pursuant to Number 7.5 in connection with the DMC Rules.

- (3) Any exemption pursuant to Paragraph (2) will be granted only upon request and upon the sole risk assessment of Eurex Clearing with the option of revoking such exemption at any time. An exemption from the requirements mentioned in Paragraph (2) (c) and (d) presupposes that the creditworthiness of the applicant

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determined on the basis of Eurex Clearing AG's internal assessment pursuant to Number 1.6.1 Paragraph (4) corresponds at least to a rating of A by Standard & Poor's Financial Services LLC, a part of McGraw Hill Financial Inc. ("**S&P**"). If the applicant has an unlimited guarantee or declaration of liability from a guarantor that falls within one of the categories listed in Paragraph (1), the rating of that guarantor is decisive.

- (4) Clearing Members which have been exempted from the requirements mentioned in Paragraph (2) (c) and (d) ~~are entitled to conclude a Clearing Agreement with a Non-Clearing Member or a Registered Customer only if such Non-Clearing Member or Registered Customer may only clear such DC-Related Transactions that relate to a Disclosed Direct Client that~~ falls itself within one of the categories listed in Paragraph (1) (a) to (d) and meets the minimum rating requirement pursuant to Paragraph (3).

2.1.4 Rejection and Termination of Clearing Licenses

- (1) Eurex Clearing AG may reject to grant a Clearing Licence, if Eurex Clearing AG, based on its evaluation, determines that this is necessary to avoid or mitigate risks for Eurex Clearing AG. In respect of the evaluation pursuant to Sentence 1 Eurex Clearing AG will take the following criteria into account: (i) credit ratings by generally accepted rating agencies relating to the applicant, (ii) Eurex Clearing AG's credit ratings relating to the applicant, (iii) market indications relating to the applicant (e.g. share price and CDS spreads), (iv) a state guarantee or state support relating to the applicant, and (v) the type of Clearing Licence applied for.
- (2) Clearing Licenses may be terminated by Eurex Clearing AG or the Clearing Member in accordance with Number 13.
- (3) Upon the occurrence of a Termination Date (as defined in Number 7.2), all Clearing Licenses of the Affected Clearing Member (as defined in Number 6.2) shall expire automatically.

2.2 Certain continuing obligations of Clearing Members

- 2.2.1 Each Clearing Member shall ensure that, at any time, sufficient funds are credited to the Clearing Member Cash Accounts and that sufficient amounts of Securities and cash amounts for the settlement of Settlement Claims are credited to relevant settlement security accounts and the corresponding cash accounts.
- 2.2.2 Each Clearing Member shall – in accordance with any mandatory laws applicable to it – promptly inform Eurex Clearing AG if it is no longer in compliance with any of the prerequisites for any Clearing License granted to it or if any other circumstances prevail, which might render any of these prerequisites no longer satisfied or if a Termination Event or Insolvency Termination Event (as defined in Number 7.2) has occurred.
- 2.2.3 Clearing Members are obliged, at the request of Eurex Clearing AG, to provide Eurex Clearing AG with evidence of continued compliance with the prerequisites for a Clearing

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License. Eurex Clearing AG may in particular, at the expense of the relevant Clearing Member, require an update of the legal opinion that has been provided pursuant to Number 2.1.2 Paragraph (2) (d) or retain an auditor within the meaning of the KWG or of equivalent regulations for purposes of further investigation of continued compliance.

2.2.4 Each Clearing Member shall promptly notify Eurex Clearing AG ~~immediately and without request~~ if it is unable to fulfil any obligations under a Transaction or any other obligations under a Standard Agreement or Clearing Agreement, including its obligations to deliver Margin or Variation Margin.

2.3 **Specific Provisions and additional continuing Obligations for OTC IRS U.S. Clearing Members**

The general prerequisites for Clearing Licenses set out in Number 2.1.2 Paragraphs (2) (a) (ee), (2) (d) and 2 (e), (3) (b), (3) (c) and (3) (d), (5) (a) - (d) and (g), (6), (7) and (8) and the continuing obligations set out in Number 2.2 above also apply in respect of applicants applying for a participation in the Clearing as an OTC IRS U.S. Clearing Member. In addition, the following provisions set out in this Number 2.3 apply with respect to such applicants.

2.3.1 **Special prerequisites and provisions for OTC IRS U.S. Clearing Members**

- (1) A Clearing Licence for the participation in the Clearing as an OTC IRS U.S. Clearing Member may only be granted to an entity that is legally organised and has its principal place of business in the United States of America (or any state thereof) and only with respect to the Clearing of OTC Interest Rate Derivative Transactions.
- (2) An OTC IRS U.S. Clearing Member may only participate in the Clearing of OTC Interest Rate Derivative Transactions that are Own Transactions of such OTC IRS U.S. Clearing Member.
- (3) The applicant for a Clearing License must have available own funds or other regulatory capital in an amount determined by Eurex Clearing AG from time to time, provided that Eurex Clearing AG will not require a minimum capital of more than USD 50,000,000 (fifty million U.S. Dollars) at the time of the application.
- (4) Without prejudice to the obligations of the OTC IRS U.S. Clearing Member set out in any part of the Clearing Conditions, the OTC IRS U.S. Clearing Member shall ensure that it has adequate operational capacity to meet obligations arising from the participation in the Clearing with Eurex Clearing AG including (but not limited to): (i) the ability to process expected volumes and values of Transactions cleared by the OTC IRS U.S. Clearing Member within required time frames, including at peak times and on peak days, (ii) the ability to fulfil any collateral, payment and delivery obligations imposed by Eurex Clearing AG, and (iii) the ability to participate in the default management process pursuant to Number 7.5.
- (5) Instead of the accounts set out in Number 2.1.2 Paragraph (4) the applicant shall have available the following accounts (as applicable):

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(a) Securities Account:

A Pledged Securities Account with Clearstream Banking AG with respect to the Clearing of Own Transactions.

The applicant is not required to maintain a securities account pursuant to this Paragraph (5) (a) if it provides Margin only in the form of cash.

(b) Cash Accounts:

(aa) for cash payments in Euro: an RTGS Account in respect of payments relating to its Own Transactions; and

(bb) if the OTC IRS U.S. Clearing Member wishes to pay Eurex-Fees (as defined in Number 5.1) according to Number 1.4.1 Paragraph (6), an account with a bank for the respective currency

(together with any other cash accounts provided for in the Special Clearing Provisions, the "**OTC IRS U.S. Clearing Member Cash Accounts**").

Eurex Clearing AG may, upon written request, allow the use of the required cash accounts pursuant to this Paragraph (5) (b) of a correspondent bank recognised by Eurex Clearing AG.

2.3.2 Additional continuing obligations for OTC IRS U.S. Clearing Members

- (1) An OTC IRS U.S. Clearing Member shall promptly inform Eurex Clearing AG if it is in material non-compliance with any applicable regulations of the CFTC or with any of the prerequisites or conditions included in this Number 2.3. An OTC IRS U.S. Clearing Member shall provide to Eurex Clearing AG, without undue delay, information that concerns any financial or business developments that may materially affect the OTC IRS U.S. Clearing Member's ability to continue to comply with any prerequisites or conditions set out in Numbers 2.1, 2.2 or 2.3.
- (2) An OTC IRS U.S. Clearing Member is obliged to file periodic statements of their financial condition with Eurex Clearing AG within 17 days of the end of each calendar month.
- (3) An OTC IRS U.S. Clearing Member is obliged, at the request of Eurex Clearing AG, to provide Eurex Clearing AG with evidence of compliance with the prerequisites for a Clearing License, including, in particular, evidence of implementation of risk management processes. An OTC IRS U.S. Clearing Member is further obliged to respond in full and on a timely basis to requests for information about their financial condition from Eurex Clearing AG's managers or staff or from authorised agents acting on behalf of Eurex Clearing AG.
- (4) Eurex Clearing AG may, at the cost of the relevant OTC IRS U.S. Clearing Member, conduct audits of OTC IRS U.S. Clearing Members which may include financial, operational, risk management and business practice aspects. An OTC IRS U.S.

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Clearing Member is obliged to cooperate with such audits and promptly provide access to any books or records that Eurex Clearing AG's managers or staff or any authorised agents acting on behalf of Eurex Clearing AG may request as part of the audit, and to make their facilities available for review and inspection by Eurex Clearing AG's managers or staff or authorised agents acting on behalf of Eurex Clearing AG as such persons may request. Eurex Clearing AG's audit may include all such information that would allow Eurex Clearing AG to ascertain that the OTC IRS U.S. Clearing Member continues to fulfil the prerequisites for participation in the Clearing and compliance with the Clearing Conditions. Eurex Clearing AG may, in its discretion, have any such audit conducted by a third party.

- (5) An OTC IRS U.S. Clearing Member shall respond promptly and completely to requests for information from Eurex Clearing AG's chief compliance officer or the chief compliance officer's authorised designee and to provide access to books and records and operating facilities upon request from Eurex Clearing AG's chief compliance officer or the chief compliance officer's authorised designee.
- (6) An OTC IRS U.S. Clearing Member shall (as a prerequisite for obtaining a Clearing License and, after having obtained a Clearing License, without undue delay after any changes are made to the relevant policies, procedures or practices) provide Eurex Clearing AG with its written anti-money laundering procedures and written risk management policies and procedures and practices, addressing the risks that such OTC IRS U.S. Clearing Member may pose to Eurex Clearing AG, including, but not limited to, information and documents relating to the liquidity of such OTC IRS U.S. Clearing Member's financial resources and settlement procedures.

2.4 Specific Provisions and additional continuing Obligations for Clearing Agents and Basic Clearing Members

The Clearing Agent must hold a General Clearing License and meet the general and special prerequisites for each Transaction Type that the Basic Clearing Member intends to clear. The Clearing Agent (in such capacity) shall comply with the obligations of Clearing Members set out in Number 2.2.

2.4.1 Special prerequisites and provisions for Basic Clearing Members

- (1) Eurex Clearing AG retains the right to reject a Clearing Agent for a given Basic Clearing Member in order to prevent and control adverse risk constellations in accordance with Eurex Clearing AG's risk management policy.
- (2) With respect to each applicant for a Basic Clearing License, the applicant shall procure that the following accounts are available (as applicable):
 - (a) Securities Accounts:
 - (aa) With respect to the Clearing of Transactions for Basic Clearing Members and for purposes of granting pledges over the Securities that shall form

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part of the Basic Clearing Member Margin to Eurex Clearing AG in accordance with the Basic Clearing Member Provisions:

- (A) one securities account or sub-account of the Clearing Agent (including any subset of securities booked on an account and identified by a specific customer identifier of the relevant Basic Clearing Member pursuant to Number 5.5 of the Basic Clearing Member Provisions) in relation to such Basic Clearing Member with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, to which the pledges with respect to Basic Clearing Member Margin in accordance with the Basic Clearing Member Provisions relate;
- (B) one securities account or sub-account of the Basic Clearing Member with Clearstream Banking AG, Clearstream Banking S.A. or with SIX SIS AG, to which the pledges with respect to Basic Clearing Member Margin in accordance with the Basic Clearing Member Provisions relate;
- (C) one securities account or sub-account of a third party acceptable to Eurex ~~Clearin~~-Clearing AG ("**Third Party Account Holder**") with Clearstream Banking S.A., to which the pledges with respect to Basic Clearing Member Margin in accordance with the Basic Clearing Member Provisions relate; and/or
- (D) such other securities account or sub-account as may be agreed between the applicant and Eurex Clearing AG

(each such account, sub-account or subset identified by a common identifier, a "**Basic Clearing Member Pledged Securities Account**"), unless the Basic Clearing Member Margin shall be provided by using an Accepted Collateral Management System.

"**Accepted Collateral Management System**" means CmaX, Xemac, the triparty collateral management service of SIX SIS ("**TCM SIX SIS**") and any other collateral management system accepted by ECAG.

(bb) No securities accounts pursuant to Paragraph (2) (a) (aa) shall be required if Basic Clearing Member Margin is only provided in the form of cash.

(b) Cash Accounts:

(aa) for cash payments in Euro: an RTGS Account held by the Clearing Agent or the Basic Clearing Member in respect of payments relating to the Basic Clearing Member Transactions of the Basic Clearing Member; and

(bb) for cash payments in CHF: a SIC Account held by the Clearing Agent or the Basic Clearing Member in respect of payments relating to the Basic Clearing Member Transactions of the Basic Clearing Member. In case the Clearing Agent (if the Clearing Agent is the holder of the relevant account)

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or the Basic Clearing Member (if the Basic Clearing Member is the holder of the relevant account) is located outside of Switzerland and without a branch in Switzerland and provided CHF has not been chosen as a Clearing Currency for the Basic Clearing Member, the SIC Account may be substituted with an account with a correspondent bank recognised by Eurex Clearing AG; and/or

(cc) such other cash account as may be agreed between the applicant and Eurex Clearing AG

(the “**Basic Clearing Member Cash Accounts**”).

Eurex Clearing AG may, upon written request from the Basic Clearing Member (including via its Clearing Agent), allow the use of the required cash accounts pursuant to this Paragraph (2) (b) of a correspondent bank recognised by Eurex Clearing AG.

2.4.2 Additional continuing obligations for Clearing Agents

A Clearing Agent shall be obliged (to the extent permitted by applicable law) to provide Eurex Clearing AG with any information that Eurex Clearing AG may reasonably require in relation to the clearing services provided by the Clearing Agent to its Basic Clearing Members (excluding the content of any bilateral agreement entered into between the Clearing Agent and the relevant Basic Clearing Member pursuant to Number 4.1.5 of the Basic Clearing Member Provisions).

2.5 Specific provisions and additional continuing obligations for U.S. Clearing Members

For applicants legally organised and with their principal place of business in the United States of America (or any state thereof), the general prerequisites for Clearing Licenses set out in Number 2.1.2 Paragraphs (2) to (8) shall apply accordingly if not stated otherwise below. In addition, the following provisions set out in this Number 2.5 shall also apply with respect to such applicants.

For the avoidance of doubt, this Number 2.5 does not apply to OTC IRS U.S. Clearing Members.

2.5.1 Special prerequisites and provisions for U.S. Clearing Members

- (1) An applicant legally organised and with its principal place of business in the United States of America (or any state thereof) can only apply for a Clearing Licence for Eurex Transactions as determined from time to time by Eurex Clearing AG. Eurex Clearing AG will publish a list of all futures contract transactions and options contract transactions which can be cleared through Eurex Clearing AG by U.S. Clearing Members on its website (www.eurexclearing.com).
- (2) The applicant must either qualify as a futures commission merchant (as defined in the CEA) registered with the CFTC (“**FCM**”) or as a Proprietary Trading Firm.

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“Proprietary Trading Firm” means an entity which (a) is organised as a corporation, limited liability company, general or limited partnership, statutory business trust or common law business trust under the laws of a state of the United States of America and has its principal place of business in the United States of America, (b) is not a bank, insurance company, stockbroker (including a stockbroker registered with the U.S. Securities and Exchange Commission under Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, 15 U.S. Code § 78o(b), a commodity broker (including an FCM registered as such with the CFTC) or a railroad, and (c) only clears transactions for its own account or the account of its Affiliates and not for the account of either a “30.7 customer” within the meaning of CFTC Rule 30.1 (f) or a foreign futures customer as described in Section 761(9) of the Bankruptcy Code.

“Affiliate” means with respect to a Proprietary Trading Firm, any entity that controls, directly or indirectly, the Proprietary Trading Firm, any entity controlled, directly or indirectly, by the Proprietary Trading Firm or any entity directly or indirectly under common control with such Proprietary Trading Firm. For this purpose, “control” of an entity or of a Proprietary Trading Firm means ownership of a majority of the voting power of the entity or the Proprietary Trading Firm. The term Affiliate also covers any legal entity, corporation, partnership, association, trust, sovereign state, or agency whose account, when carried by the Proprietary Trading Firm, would be considered a proprietary account pursuant to CFTC Regulation 1.3(y) (or any successor or replacement regulation thereto).

- (3) Proprietary Trading Firms may only participate in the Clearing of Eurex Transactions that are (i) Own Transactions or (ii) Client-Related Transactions of an Affiliate of such Proprietary Trading Firm. FCMs may participate in the Clearing of Eurex Transactions that are (i) Own Transactions, or (ii) Client-Related Transactions. For the avoidance of doubt, Affiliates of a Proprietary Trading Firm and Affiliates of an FCM will be set up as Direct Clients in the systems of Eurex Clearing AG.
- (4) With respect to Proprietary Trading Firms, Number 2.1.2 (3) shall not apply. Instead of requiring evidence of sufficient own funds or equivalent regulatory capital, Eurex Clearing AG will determine at its own discretion whether the applicant has available sufficient financial resources. For this purpose, the Proprietary Trading Firm will submit its most recent Form 1-FR (as such Form is defined by the CFTC) to Eurex Clearing AG. Should Eurex Clearing AG determine that the applicant has insufficient financial resources for a Clearing License, Eurex Clearing AG may allow the shortfall to be made up by collateral in cash or securities accepted by Eurex Clearing AG. The provisions under Number 2.1.2 (3) (d) shall apply accordingly.
- (5) With respect to the Clearing of Eurex Transactions in accordance with the Elementary Clearing Model Provisions, the only Applicable Allocation Method for U.S. Clearing Members is the Asset Based Allocation.
- (6) Proprietary Trading Firms must be themselves clearing members, for purposes of clearing exchange-traded derivatives, of a derivatives clearing organisation that is

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registered with the CFTC as such and that is legally organised and has its principal place of business in the United States of America (or any state thereof).

2.5.2 Additional continuing obligations for U.S. Clearing Members

- (1) With respect to Direct Clients, a U.S. Clearing Member shall, prior to entering into a [client clearing documentation or, in the case of the ICM Clearing Model Provisions, prior to entering into an ICM](#) Clearing Agreement ~~with Direct Clients~~, inform the relevant Direct Client that the level of protection under the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions and the ~~ICM for Specified Clients-ISA~~ Provisions with regards to porting mechanics and a direct payment of a Difference Claim (if any) to the relevant Direct Client cannot be offered when the relevant Direct Client clears its Transactions through a U.S. Clearing Member.

The U.S. Clearing Member must offer to Direct Clients, which intend to clear their Transactions through the U.S. Clearing Member, the availability of EMIR-compliant client segregation models for individual client segregation and omnibus client segregation for Direct Clients through an affiliated Clearing Member or another Clearing Member with its registered seat in the European Union. If – notwithstanding the aforementioned alternatives offered – the relevant Direct Client chooses to clear its Transactions through the U.S. Clearing Member, the U.S. Clearing Member shall disclose to the relevant Direct Client any risks which arise from Clearing through such U.S. Clearing Member.

- (2) With respect to a U.S. Clearing Member qualifying as an FCM, the following additional continuing obligations shall apply:
- (i) The U.S. Clearing Member shall ~~inform Eurex~~ [inform Eurex](#) Clearing AG, without undue delay, if it is in non-compliance with any of the prerequisites or conditions included in Number 2.1.2 (if applicable) and Number 2.5.
 - (ii) The U.S. Clearing Member shall file a copy of its monthly Form 1-FR or, if applicable, FOCUS Report (as defined by the U.S. Securities and Exchange Commission) and its annual audited financial report with Eurex Clearing AG, promptly, but in any event no later than 30 Business Days after such report is available.
 - (iii) The U.S. Clearing Member is further obliged to respond on a timely basis to requests for information about its financial condition from Eurex Clearing AG or from authorised agents acting on behalf of Eurex Clearing AG.
 - (iv) The U.S. Clearing Member shall inform Eurex Clearing AG without undue delay of any decline in equivalent regulatory capital of 20% or more from that shown on its most recent monthly Form 1-FR or, if applicable, FOCUS Report.
- (3) With respect to a U.S. Clearing Member qualifying as Proprietary Trading Firm, the following additional continuing obligations shall apply:

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- (i) The U.S. Clearing Member shall promptly inform Eurex Clearing AG if it is in non-compliance with:
 - (a) any of the prerequisites or conditions included in Number 2.1.2 (if applicable) and Number 2.5; or
 - (b) any applicable regulations of a CFTC-registered derivatives clearing organisation of which it is a clearing member.
- (ii) The U.S. Clearing Member shall file a copy of its monthly Form 1-FR and its annual audited financial reports with Eurex Clearing AG promptly, and in any event no later than 30 Business Days after such report is available.
- (iii) The U.S. Clearing Member is further obliged to respond on a timely basis to requests for information about its financial condition from Eurex Clearing AG or from authorised agents acting on behalf of Eurex Clearing AG.
- (iv) The U.S. Clearing Member shall inform Eurex Clearing AG, without undue delay, of any decline in its financial resources of 20% or more from that shown on its most recent Form 1-FR submitted to Eurex Clearing AG.
- (v) For the entire term of the Clearing-Agreement, entered into between Eurex Clearing AG and the U.S. Clearing Member, the U.S. Clearing Member shall continue to be a clearing member, for purposes of clearing exchange-traded derivatives, of a derivatives clearing organisation registered with the CFTC as such and that is legally organised and has its principal place of business in the United States of America (or any state thereof).
- (vi) The U.S. Clearing Member shall inform Eurex Clearing AG, without undue delay, if any formal investigation, disciplinary action, or enforcement action is commenced against it by a derivatives clearing organisation in which it is a clearing member, the CFTC, or any other applicable regulatory or governmental body in the United States of America (or any state thereof).

3 General Provisions regarding Margin

The parties to a Standard Agreement are required to provide cover in respect of Proprietary Margin, Omnibus Margin, Segregated Margin, Margin for purposes of the ~~ICM for Specified Clients~~ ISA Provisions or Basic Clearing Member Margin, as applicable, relating to that Standard Agreement as further set out in this Number 3 and the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ ISA Provisions and the Basic Clearing Member Provisions, as applicable.

3.1 Margin Requirement and Types of Margin

- 3.1.1 The applicable margin requirement, which shall be determined by Eurex Clearing AG, shall consist of the sum of all relevant margin requirements separately calculated by Eurex Clearing AG in accordance with the relevant applicable Margin Methodology (as

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defined in Number 3.1.2) subject to and in accordance with the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, as applicable.

- 3.1.2 In the member section on the website of Eurex Clearing AG (www.eurexclearing.com), each Clearing Member (and, with respect to a Basic Clearing Member, its Clearing Agent acting on behalf of the Basic Clearing Member) may opt for any one Liquidation Group (as defined in Number 7.5.1) with respect to any particular Transaction Account whether it wants Eurex Clearing AG to calculate its (or, in the case of a Clearing Agent, its Basic Clearing Member's) respective margin requirement in accordance with the Risk Based Margining methodology or in accordance with the Eurex Clearing Prisma methodology (the "**Margin Methodologies**" and each a "**Margin Methodology**"). If no choice is made in the member section by the Clearing Member (or the Clearing Agent) for any Liquidation Group with respect to any particular Transaction Account (or, in the case of a Clearing Agent acting for the account of one or more Basic Clearing Members, the relevant Basic Clearing Member Own Account (as defined in Number 5.1 of Basic Clearing Member Provisions)), Eurex Clearing AG shall apply the Risk Based Margining methodology for such Liquidation Group with respect to the respective Transaction Account (or Basic Clearing Member Own Account).
- 3.1.3 With regard to the Margin Methodologies, Eurex Clearing AG will publish the relevant applicable calculation method for all relevant types of margin in Number 1.6.1 on its homepage www.eurexclearing.com; each published Margin Methodology shall form part of these Clearing Conditions.
- 3.1.4 Each margin requirement calculated by Eurex Clearing AG shall equal, in respect of a Transaction or a group of Transactions after a netting thereof, if applicable, the sum of the Current Liquidating Margin requirement and the Premium Margin requirement and the Additional Margin requirement and the Initial Margin requirement and any other margin type requirement, as specified in the Special Clearing Provisions, (the "**Margin Type**") and, in the case of an intra-day Margin Call (as defined in Number 3.3.1), amounts as determined by Eurex Clearing AG to cover potential payments of Variation Margin, IRS STM Amounts (as defined in Chapter VIII Part 2), IRS PAA (as defined in Chapter VIII Part 2), Currency STM Amounts (as defined in Chapter VIII Part 3) or Currency PAA (as defined in Chapter VIII Part 3) that the Clearing Member or the Basic Clearing Member, as relevant, may owe in respect of each Standard Agreement during the end-of-day settlement cycle. The Current Liquidating Margin requirement and the Additional Margin requirement apply to all securities transactions (*Wertpapiergeschäfte*) pursuant to Chapters II through VI.
- 3.1.5 The "**Current Liquidating Margin**" requirement equals the value of loss Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of a Transaction by entering into an inverse transaction (*Glattstellung*) being subject to such margin requirement taking into account cash and securities positions under those Transactions separately. Each cash position shall be determined by discounting it with the current market interest rate (calculation of cash value on the valuation date). Each securities position shall be valued after the end of trading of the

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respective Market on the basis of the Daily Settlement Price (as defined, in each case, in Chapter II-VI) taking into account any accrued interest, if applicable.

- 3.1.6 The “**Premium Margin**” requirement equals the aggregate value of the potential loss Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of an option by entering into an inverse transaction (*Glattstellung*) with immediate premium payment obligations where Eurex Clearing AG is the buyer of the option.
- 3.1.7 The “**Additional Margin**” requirement equals the amount of any potential losses from a closing of the Transaction(s) by entering into (an) inverse transaction(s) (*Glattstellung*) taking into account assumed price changes due to extreme price movements in the market (worst case scenario) and shall be in addition to the amount calculated by the Current Liquidating Margin, the Premium Margin, or any other Margin Type.
- 3.1.8 The “**Initial Margin**” requirement equals the amount of any potential losses Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of the Transaction(s) in a particular Liquidation Group by entering into (an) inverse transaction(s) (*Glattstellung*) within the respectively applicable holding period for the respective Liquidation Group, as published by Eurex Clearing AG on its website (www.eurexclearing.com), taking into account assumed price changes due to extreme price movements in the market, and shall be in addition to the amount calculated by the Premium Margin or any other Margin Type.

3.2 Eligible Margin Assets and Valuation

- 3.2.1 Eligible assets to be provided as cover (i) in respect of Margin are such currency amounts and such Securities, as are accepted to Eurex Clearing AG from time to time in its reasonable discretion and (ii) in respect of Variation Margin such currency amounts specified in the Special Clearing Provisions (the “**Eligible Margin Assets**”). Eurex Clearing AG will publish the relevant applicable list of Eligible Margin Assets in accordance with Number 16.1 (ii).
- 3.2.2 For the purpose of assessing compliance with each of the margin requirements pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, the following general provisions apply:
- (1) The value of any Eligible Margin Asset actually delivered (as defined in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions) in respect of Margin will be based on the latest valuation method and haircuts determined by Eurex Clearing AG from time to time in its reasonable discretion and published in accordance with Number 16.1 (ii).
 - (2) If Eligible Margin Assets in the form of cash are provided in a currency other than the Clearing Currencies, the relevant cash amount shall – for the purpose of assessing compliance with the relevant margin requirement – be deemed to have been actually

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delivered on the Business Day following confirmation by Eurex Clearing AG's receiving bank of the receipt of such cash amount vis-à-vis Eurex Clearing AG.

- (3) If Eligible Margin Assets in the form of Securities are credited to the Pledged Securities Account, Omnibus Pledged Securities Account, Securities Margin Account, ~~the ICM-SC-ISA~~ Pledged Securities [Account, ISA Securities Margin Account](#) (or, if, for the purpose of providing Segregated Margin [or Margin for ISA Transactions by way of title transfer](#), Eligible Margin Assets in the form of Securities are delivered to a securities account of Eurex Clearing AG with Clearstream Banking S.A., to such securities account), CASS Omnibus Pledged Securities Account, ~~ICM-SC-ISA~~ CASS Pledged Securities Account or Basic Clearing Member Pledged Securities Account, as applicable, such Securities shall – for the purpose of assessing compliance with the margin requirement – be deemed to be actually delivered immediately after notification by Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG of such credit. If such notification occurs after the cut-off time specified by Eurex Clearing AG from time to time with respect to each of Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG, as applicable, such Securities shall – for the purpose of assessing compliance with the margin requirement – be actually delivered on the Business Day following such confirmation.
- (4) Currency amounts or Securities, in each case actually delivered in respect of Margin, which are no longer accepted by Eurex Clearing AG as Eligible Margin Assets will be disregarded for the purpose of assessing compliance with the margin requirement; the relevant Redelivery Claim (as defined in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, as applicable) with respect to any such assets shall remain unaffected. Eurex Clearing AG will, without undue delay, inform the Clearing Members (and in respect of (i) Covered Transactions, the ICM Clients and (ii) Basic Clearing Member Transactions, the Basic Clearing Members and their Clearing Agents) of any currency amounts or Securities that are no longer accepted in satisfaction of their respective margin requirements.

3.2.3 Deliveries of currency amounts or Securities not accepted by Eurex Clearing AG as Eligible Margin Assets to Eurex Clearing AG shall be returned without undue delay.

3.2.4 If Eurex Clearing AG becomes aware of circumstances, which justify a higher risk assessment of Eurex Clearing AG with respect to the Clearing Member or Basic Clearing Member, or unanticipated market developments, which have an adverse impact on actually delivered Eligible Margin Assets, Eurex Clearing AG is entitled to request at any time and in its discretion from the Clearing Member or Basic Clearing Member in respect of Margin the delivery of other Eligible Margin Assets as specified by Eurex Clearing AG as replacement for Eligible Margin Assets which have been actually delivered to Eurex Clearing AG.

- (1) The request pursuant to sentence 1 shall be made in writing and shall include the specification of the relevant Eligible Margin Assets to be delivered, their value, and a

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reasonable period of time within which such Eligible Margin Assets shall actually be delivered to Eurex Clearing AG.

- (2) If the relevant Eligible Margin Assets requested pursuant to sentence 1 have been actually delivered to Eurex Clearing AG, the Clearing Member or Basic Clearing Member may request the release or redelivery of other Eligible Margin Assets in accordance with the relevant provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, as applicable.
- (3) To the extent Eligible Margin Assets requested pursuant to sentence 1 have not been delivered within the specified period of time, Eurex Clearing AG shall be entitled to directly debit the relevant Clearing Member Cash Account, Basic Clearing Member Cash Account, or OTC IRS U.S. Clearing Member Cash Account in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions in an amount equal to the amount of Eligible Margin Assets requested pursuant to sentence 1.
- (4) If a Clearing Member or Basic Clearing Member requests the redelivery or release of Eligible Margin Assets in accordance with the relevant provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, as applicable, Eurex Clearing AG is entitled to refuse the redelivery or release of specific Eligible Margin Assets in its own discretion, provided that Eurex Clearing AG becomes aware of (i) circumstances, which justify a higher risk assessment of Eurex Clearing AG with respect to the Clearing Member or Basic Clearing Member, or (ii) unanticipated market developments, which have an adverse impact on actually delivered Eligible Margin Assets. Eurex Clearing AG shall inform the relevant Clearing Member or Basic Clearing Member about its decision to refuse the redelivery or release of Eligible Margin Assets immediately.

3.3 Margin Call

- 3.3.1 If the aggregate value of the Eligible Margin Assets actually delivered to Eurex Clearing AG in respect of the relevant Margin is insufficient to provide the cover required to comply with the applicable margin requirement, Eurex Clearing AG will require the Clearing Member and/or the Basic Clearing Member (in respect of its Basic Clearing Member Standard Agreement) to deliver (additional) Eligible Margin Assets in an amount up to the applicable margin requirement and by the time specified by Eurex Clearing AG (a "**Margin Call**") in accordance with the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions, as applicable.
- 3.3.2 For the purpose of delivering (additional) Eligible Margin Assets pursuant to Number 3.3.1, the Clearing Member may, in the case of a Margin Call relating to Omnibus Margin (in case the Asset Based Valuation Method is the Applicable Allocation Method), Segregated Margin, Margin for the purposes of the ~~ICM for Specified Clients~~ [ISA](#) Provisions or Basic Clearing Member Margin, by giving notice to Eurex Clearing AG,

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elect to specify any amount of Eligible Margin Assets in the form of cash delivered by (and not returned to) the Clearing Member to Eurex Clearing AG with respect to and as part of the Proprietary Margin in order to wholly or partially satisfy the respective Margin Call if and to the extent that the aggregate value of all Eligible Margin Assets actually delivered in respect of the Proprietary Margin exceeds the margin requirement applicable at such time, unless the relevant Clearing Member and Eurex Clearing AG agree otherwise.

The consequences of an election to deliver (additional) Eligible Margin Assets pursuant to this Number 3.3.2 are set out in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Basic Clearing Member Provisions, as applicable.

3.4 Currency Conversion, Use of Eligible Margin Assets in the form of cash and Income on Margin Assets, Participation of Clearing Members in Losses

- 3.4.1 If at any time a conversion of a currency amount which is not denominated in a Clearing Currency is necessary in order to calculate the relevant margin requirement or to assess compliance therewith, Eurex Clearing AG shall use a commercially reasonable exchange rate prevailing as at such time.
- 3.4.2 Eurex Clearing AG reserves the right to make use of Eligible Margin Assets actually delivered in the form of cash in its sole discretion in the context of its business activity in order to ensure its capacity to operate as a clearing house as well as for investment purposes. Eurex Clearing AG shall also be entitled to use securities purchased in such investment transactions for purposes of liquidity management and liquidity generation in relation to its clearing activities in form of repo transactions with business parties according to Number 2.1.3 Paragraph (1) (a) – (f) or as collateral towards a central bank.
- 3.4.3 The use of Eligible Margin Assets in form of Securities actually delivered shall be subject to the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Basic Clearing Member Provisions.
- 3.4.4 Eurex Clearing AG may agree from time to time to pay interest on Eligible Margin Assets in the form of cash actually delivered by a Clearing Member or a Basic Clearing Member (or Clearing Agent acting for the account of the Basic Clearing Member) to Eurex Clearing AG in respect of Margin. Eurex Clearing AG publishes information on the calculation of interest as well as any changes to the applicable calculation method due to extraordinary market conditions or market disruptions on its website (www.eurexclearing.com). Such information will be amended from time to time and published accordingly. Any income on Eligible Margin Assets in form of Securities actually delivered by a Clearing Member or a Basic Clearing Member to Eurex Clearing AG in respect of Margin shall be subject to the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Basic Clearing Member Provisions.

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3.4.5 Eurex Clearing AG may demand from a Clearing Member or Basic Clearing Member (in respect of its Basic Clearing Member Standard Agreement), as relevant, the reimbursement of expenses arising from the investment of the cash actually delivered as Margin. The Clearing Member shall reimburse Eurex Clearing AG for expenses such as charges on any account balances (including in connection with any applicable bank levies, taxes or similar regulatory instruments), negative interest rates, penalty fees, commissions and other payments with a similar effect which are determined by the relevant central bank or relevant commercial bank or governmental agencies in respect of the respective cash funds.

3.4.6 In case (A) the Clearing Member pays Eligible Margin Assets in the form of cash, denominated in a Commercial Bank Currency, to Eurex Clearing AG as Margin, (B) the Clearing Member pays a Prefunding Amount (as defined in Chapter VIII Part 3 Number 3.2.1 Paragraph (1) (d)) denominated in a Commercial Bank Currency, to Eurex Clearing AG, (C) the Clearing Member pays a Late Payment Amount (as defined in Chapter VIII Part 3 Number 3.3.4) denominated in a Commercial Bank Currency, to Eurex Clearing AG, and/or (D) a Corresponding Pay-In Amount (as defined in Chapter VIII Part 3 Number 3.4.3) denominated in a Commercial Bank Currency is received by Eurex Clearing AG and a Deferred Payment (as defined in Chapter VIII Part 3 Number 3.3.4) will be made to a Clearing Member and Eurex Clearing AG either (X) holds such cash amounts on an account maintained with a commercial bank (a “**Deposit**”) or (Y) invests such cash amounts, partly or in whole, for purposes of liquidity management and liquidity generation (an “**Investment**”) and Eurex Clearing AG suffers a Loss with respect thereto, Eurex Clearing AG is entitled to claim compensation for the Loss in accordance with the following provisions:

- (i) “**Loss**” means any loss incurred by Eurex Clearing AG with respect to (A) an Investment because the amount invested in such Investment was not or not fully repaid to Eurex Clearing AG or a third party by the contractual counterparty of the relevant Investment (“**Investment Counterparty**”) on the date on which it shall be repaid in accordance with the relevant contractual terms of the Investment or an instruction by Eurex Clearing AG or (B) a Deposit due to the failure or default of the commercial bank with which the account is held.

“**Commercial Bank Currency**” means any (A) currency accepted by Eurex Clearing AG as Eligible Margin Assets and/or (B) currency of a Currency Pair (as defined in Chapter VIII Part 3 Number 3.1.4.1 Paragraph (2)), for which Eurex Clearing AG does not maintain an account with a central bank. Eurex Clearing AG shall publish a list of the Commercial Bank Currencies on its website (www.eurexclearing.com).

- (ii) Eurex Clearing AG shall participate in the Loss on a pro rata basis (“**Own Contribution**”). The maximum Own Contribution shall be EUR 50,000,000 (“**Maximum Own Contribution**”). The Maximum Own Contribution refers to all past and future Losses and, in case of the occurrence of a Loss, the Maximum Own Contribution shall be reduced by the relevant Own Contribution (“**Available Own**”).

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Contribution). Eurex Clearing AG shall publish the current Available Own Contribution on its website (www.eurexclearing.com).

In case of the occurrence of Losses with respect to more than one Commercial Bank Currency on a Business Day, Eurex Clearing AG allocates the Available Own Contribution to the Commercial Bank Currencies as follows: the product of (A) the Available Own Contribution and (B) the ratio of (i) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the relevant Commercial Bank Currency, which were paid by all Clearing Members and FCM Clearing Members (as defined in Number 6) to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all their Standard Agreements or Swap Transactions (as defined in Number 6) and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in all Commercial Bank Currencies, which were paid by all Clearing Members and FCM Clearing Members (as defined in Number 6) to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements or Swap Transactions (as defined in Number 6) ("**Available Currency-Related Own Contribution**").

- (iii) Eurex Clearing AG shall determine the relevant Own Contribution with respect to each Commercial Bank Currency separately on the basis of the following formula; the product of (A) the Loss and (B) the ratio of (i) the Available Own Contribution or the Available Currency-Related Own Contribution and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the relevant Commercial Bank Currency, which were paid by all Clearing Members and FCM Clearing Members (as defined in Number 6) to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements or Swap Transactions (as defined in Number 6) plus the Available Own Contribution or the Available Currency-Related Own Contribution.
- (iv) Eurex Clearing AG shall determine the Clearing Member's share in the Loss with respect to each Commercial Bank Currency separately and on the basis of the following formula: the product of (A) the Loss and (B) the ratio of (i) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by the relevant Clearing Member to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to the relevant Late CM as receiver of a Deferred Payment Amount) with respect to all Standard Agreements and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by all Clearing Members and FCM Clearing Members (as defined in Number 6) to Eurex Clearing AG (or, in the case of

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Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements or Swap Transactions (as defined in Number 6) plus the Available Own Contribution or the Available Currency-Related Own Contribution (“**Clearing Member-Related Loss**”).

The Clearing Member-Related Loss with respect to Eligible Margin Assets in form of cash paid by the relevant Clearing Member (and with respect to each Commercial Bank Currency) shall be the product of (A) the Loss and (B) the ratio of (i) the sum of the Eligible Margin Assets in form of cash, denominated in the Commercial Bank Currency, which were paid by the relevant Clearing Member to Eurex Clearing AG with respect to all Standard Agreements and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by all Clearing Members and FCM Clearing Members (as defined in Number 6) to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements or Swap Transactions (as defined in Number 6) plus the Available Own Contribution or the Available Currency-Related Own Contribution (the “**Margin Clearing Member-Related Loss**”).

The Clearing Member-Related Loss with respect to a Prefunding Amount paid by the relevant Clearing Member (and with respect to each Commercial Bank Currency) shall be the product of (A) the Loss and (B) the ratio of (i) the sum of the Prefunding Amount, denominated in the Commercial Bank Currency, which was paid by the relevant Clearing Member to Eurex Clearing AG with respect to all Standard Agreements and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by all Clearing Members to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements plus the Available Own Contribution or the Available Currency-Related Own Contribution (the “**Prefunding Amount Clearing Member-Related Loss**”).

The Clearing Member-Related Loss with respect to a Late Payment Amount paid by the relevant Clearing Member (and with respect to each Commercial Bank Currency) shall be the product of (A) the Loss and (B) the ratio of (i) the sum of the Late Payment Amount, denominated in the Commercial Bank Currency, which was paid by the relevant Clearing Member to Eurex Clearing AG with respect to all Standard Agreements and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by all Clearing Members to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements plus the Available Own Contribution or the Available Currency-Related Own Contribution (the “**Late Payment Amount Clearing Member-Related Loss**”).

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The Clearing Member-Related Loss with respect to a Corresponding Pay-In Amount which relates to the relevant Late CM as receiver of a Deferred Payment Amount (and with respect to each Commercial Bank Currency) shall be the product of (A) the Loss and (B) the ratio of (i) the sum of the Corresponding Pay-In Amount, denominated in the Commercial Bank Currency, which relates to the relevant Late CM as receiver of a Deferred Payment Amount with respect to all Standard Agreements and (ii) the sum of the Eligible Margin Assets in form of cash, Prefunding Amounts, Late Payment Amounts and Corresponding Pay-In Amounts, denominated in the Commercial Bank Currency, which were paid by all Clearing Members to Eurex Clearing AG (or, in the case of Corresponding Pay-In Amounts, relate to all Late CMs as receivers of a Deferred Payment Amount) with respect to all of their Standard Agreements plus the Available Own Contribution or the Available Currency-Related Own Contribution (the “**Corresponding Pay-In Amount Clearing Member-Related Loss**”).

Eurex Clearing AG shall notify the Clearing Member about the Clearing Member-Related Loss (including the Margin Clearing Member-Related Loss, the Prefunding Amount Clearing Member-Related Loss, the Late Payment Amount Clearing Member-Related Loss and the Corresponding Pay-In Amount Clearing Member-Related Investment Loss, as relevant) without undue delay (“**Loss Notice**”).

- (v) The Clearing Member shall pay to Eurex Clearing AG the relevant Clearing Member-Related Loss by the time specified in the Loss Notice at the latest. If the Clearing Member fails to do so by the time specified in ~~the Loss~~ the Loss Notice, Eurex Clearing AG is entitled to directly debit the Clearing Member Cash Account in an amount equal to the requested amount in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.
- (vi) If the Loss is reduced through a payment by the Investment Counterparty or a third party (“**Reduction Amount**”) after the Clearing Member paid its Clearing Member-Related Loss to Eurex Clearing AG or Eurex Clearing AG has paid any excess pursuant to Chapter VIII Part 3 Number 3.4.1 Paragraph (6) or Number 3.4.2 Paragraph (3), Eurex Clearing AG shall distribute the Reduction Amount between all Clearing Members and FCM Clearing Members (as defined in Number 6), which paid their Clearing Member-Related Loss to Eurex Clearing AG or received such excess, by applying, *mutatis mutandis*, the share in the Loss determined under Paragraph (iii) or (iv).
- (vii) In case of the occurrence of a Loss, the Clearing Member is not entitled to require Eurex Clearing AG to enforce any rights or security interests which Eurex Clearing AG may have against the Investment Counterparty (in the case of Loss due to Investment) and/or a third party, before claiming the payment of the Clearing Member-Related Loss from the Clearing Member. In the case Eurex Clearing AG has claimed the payment of the Clearing Member-Related Loss from the Clearing Member on the occurrence of a Loss, Eurex Clearing AG will take any action as is required to enforce any rights or security interests which Eurex Clearing AG may

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have against the Investment Counterparty and/or a third party with respect to the Loss.

3.5 Supplementary Margin

- (1) Eurex Clearing AG shall be entitled to demand at any time during a Business Day from a Clearing Member or a Basic Clearing Member a higher or supplementary margin in the form of Eligible Margin Assets ("**Supplementary Margin**") in an amount adequate to secure all of Eurex Clearing AG's claims (including conditional claims) under any Standard Agreement with such Clearing Member or such Basic Clearing Member, if the prerequisites of Paragraph (2) have been fulfilled. This applies even if Eurex Clearing AG has initially refrained, wholly or partly, from demanding any Supplementary Margin. Any Supplementary Margin requested by Eurex Clearing AG will increase the applicable margin requirement.

Paragraphs (2) to (4) of this Number 3.5 shall also apply in respect of a Basic Clearing Member, a Basic Clearing Member Standard Agreement and Basic Clearing Member Transactions, provided that, in such case, any reference herein to the Clearing Member, a Standard Agreement and a Transaction shall be read as a reference to the Basic Clearing Member, the Basic Clearing Member Standard Agreement and the Basic Clearing Member Transaction(s) of such Basic Clearing Member and any of the circumstances referred to in Paragraph (2) shall refer to the Basic Clearing Member and/or its Clearing Agent.

- (2) Eurex Clearing AG's claim for the provision of Supplementary Margin shall always be based on the precondition that Eurex Clearing AG becomes aware of any of the following circumstances, which justify a higher risk assessment of Eurex Clearing AG's claims against the Clearing Member. This may, in particular, be the case, if:
- (a) the economic conditions of the Clearing Member have adversely changed or threaten to adversely change, e.g. upon the occurrence of extraordinary losses of the Clearing Member or the deterioration of the credit standing of the Clearing Member,
 - (b) portfolio risks in the form of cluster risks occur,
 - (c) the legal or regulatory framework for the exercise of rights or the fulfilment of obligations of Eurex Clearing AG or the Clearing Member under or in relation to the Clearing Agreements adversely changes (e.g. if trade restrictions are imposed, the determination of currency exchange rates is regulated or Eurex Clearing AG is required to demand additional margin),
 - (d) the liquidity of certain products or markets in or in relation to which the Clearing Member conducts business, materially decreases,

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- (e) the recognised risk models change (e.g. by inclusion of new risk factors, exclusion of existing risk factors or changes in the assessment of time-related dependencies or the correlation of risk factors), or
 - (f) unanticipated market developments or political events occur which have not been considered previously in the risk assessment of Eurex Clearing AG with respect to the Clearing Member.
- (3) Eurex Clearing AG shall have the right to demand the provision of Supplementary Margin, irrespective of whether Eurex Clearing AG has already exercised Margin Calls vis-à-vis the Clearing Member.
- (4) Eurex Clearing AG shall, in view of the prevailing circumstances, allow a reasonable period of time for the provision of Supplementary Margin by the Clearing Member. If Eurex Clearing AG intends to make use of a termination right with respect to one or several Clearing Agreements with such Clearing Member in the event that the Clearing Member fails to fulfil its obligation to provide Supplementary Margin in due time, it shall inform the Clearing Member thereof when demanding the provision of Supplementary Margin.
- (5) Supplementary Margin shall be provided by the Clearing Member or the Basic Clearing Member in accordance with the rules applicable with respect to the provision of the relevant Margin for which Eurex Clearing has requested the Supplementary Margin set out in the Elementary Clearing Model Provisions, Individual Clearing Model Provisions, ~~ICM for Specified Clients~~ ISA Provisions and/or Basic Clearing Member Provisions, as the case may be. Supplementary Margin provided to Eurex Clearing AG shall form part of the relevant Margin and be subject to the Elementary Clearing Model Provisions, Individual Clearing Model Provisions, ~~ICM for Specified Clients~~ ISA Provisions and/or Basic Clearing Member Provisions, as the case may be and the provisions of Paragraph (6), but shall not limit the right of Eurex Clearing AG to exercise Margin Calls.
- (6) After and to the extent that the risks leading to the provision of Supplementary Margin have ceased or Eurex Clearing AG has otherwise covered such risks vis-à-vis the Clearing Member or the Basic Clearing Member, Eurex Clearing AG shall – subject to the occurrence of a Termination Date – be obliged to return or, as applicable, release to the Clearing Member or the Basic Clearing Member such Supplementary Margin.

3.6 Use of third-party securities accounts to provide Eligible Margin Assets in the form of Securities by way of pledges

- (1) If the Clearing Member, pursuant to the applicable provisions of the Clearing Conditions, is required to provide Eligible Margin Assets in the form of Securities to Eurex Clearing AG by way of pledge, Eurex Clearing AG may, in its free discretion, decide that the Clearing Member may, for the purpose of granting such pledges, use securities accounts of a third party with Clearstream Banking AG (such third party, a “Third-Party CM Account Holder”).

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(2) Unless explicitly waived by Eurex Clearing AG with respect to the relevant Third-Party CM Account Holder, a Third-Party CM Account Holder needs to meet the following requirements:

(a) The Third-Party CM Account Holder fulfils the personal prerequisites for Clearing Members set out in in Number 2.1.2 Paragraph (2), applied *mutatis mutandis*; and

(b) the Third-Party CM Account Holder is not a Swiss entity.

(3) The Clearing Member shall ensure that, if it uses any securities account of a Third-Party CM Account Holder, the Third-Party CM Account Holder grants all relevant authorisations to the Clearing Member that are necessary or expedient to effect any pledge of Eligible Margin Assets credited to such securities account.

(4) In preparation of its decision pursuant to Paragraph (1), Eurex Clearing AG may rely on external legal advice, and any costs incurred by Eurex Clearing AG in connection therewith shall be borne by the Clearing Member that intends to use a Third-Party CM Account Holder.

4 Internal Accounts

4.1 Types of Accounts

Eurex Clearing AG establishes and maintains internal accounts for each Clearing Member, on which the Transactions, cash amounts and margin of such Clearing Member are booked as further set out in this Number 4 and the specific provisions of the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients-ISA~~ Provisions, as applicable. In addition, Eurex Clearing AG establishes and maintains with respect to each Basic Clearing Member the internal accounts as set out in Number 5 of the Basic Clearing Member Provisions.

4.2 Transaction Accounts

4.2.1 Unless otherwise provided in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Special Clearing Provisions, Eurex Clearing AG opens and maintains with respect to each Clearing Member the following transaction accounts in which the Transactions of the Clearing Member to be cleared have to be booked (each such account and each account opened and maintained by Eurex Clearing AG pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients-ISA~~ Provisions for the booking of Transactions of the Clearing Member, a “**Transaction Account**”):

- (1) one transaction account for Own Transactions of the Clearing Member (a ~~transaction account~~ Transaction Account of such type, a “**Clearing Member Own Account**”);
- (2) one transaction account ~~with respect for~~ DC-Related Transactions relating to own transactions of each ~~Non-Clearing Member/Registered Customer of the Clearing~~

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~~Member for each Clearing Agreement in the form appended hereto as Appendix 2, 3 or 4 that such Non-Clearing Member/Registered Customer has entered into (each transaction account Disclosed Direct Client (each Transaction Account) of such type, a “**NCM/RC-DC Own Account**”);~~

- (3) one transaction account for UDC-Related Transactions of the Clearing Member (each ~~transaction account~~ Transaction Account of such type, a “**NOSA Direct Client UDC Account**”);
- ~~(4) one transaction account for each Specified Client relating to own transactions of such Specified Client (each transaction account of such type, an “**SC Own Account**”);~~
- ~~(54) one transaction account with respect for Client-Related Transactions relating to customer-related transactions ~~of each Non-Clearing Member/Registered Customer (for each Clearing Agreement in the form appended hereto as Appendix 2, 3 or 4 that such Non-Clearing Member/Registered Customer has entered into) in each case relating to transactions of~~ with respect to multiple Indirect Clients of each Direct Client (each ~~transaction account of such type and each transaction account relating to customer-related transactions relating to transactions of multiple Indirect Clients of a Specified Client or to customer-related transactions relating to transactions of multiple Indirect Clients of an Undisclosed Direct Client, an~~ Transaction Account of such type a “**NOSA Indirect Client Account**” ~~and each transaction account referred to in Paragraph (3) to (5) and each GOSA Indirect Client Account a~~ “**Customer Account**”);~~
- (5) Subject to and in accordance with the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Special Clearing Provisions, Eurex Clearing may also open and maintain transaction accounts for Client-Related Transactions relating to customer-related transactions ~~of~~ with respect to one particular Indirect Client of a Direct Client (each a “**GOSA Indirect Client Account**”, and each GOSA Indirect Client Account or NOSA Indirect Client Account an “**Indirect Client Account**”, and each Transaction Account referred to in Paragraph (3) to (5) a “**Customer Account**”).

Each Indirect Client Account and each Direct Client Account (as defined in Part 2 Subpart C Number 2.1.1 Paragraph (32)) shall be a “**Client Transaction Account**”.

- 4.2.2 Each Client Transaction Account referred to in Number 4.2.1 shall solely relate to either the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients-ISA~~ Provisions and solely Omnibus Transactions, Covered Transactions or ~~ICM-SC-ISA~~ Transactions, respectively, shall be booked to the relevant Client Transaction Account.
- 4.2.3 The Clearing Member is required to account for the bookings by Eurex Clearing AG into a Transaction Account in its own records.

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4.3 Internal Cash Accounts

Eurex Clearing AG will establish and maintain internal cash accounts as further set out in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions and the Basic Clearing Member Provisions. Eurex Clearing AG shall procure that any surplus cash balance that the Clearing Member or the Basic Clearing Member may have in its internal cash account with Eurex Clearing AG is credited to the account of the Clearing Member or, in the case of the Basic Clearing Member, the Basic Clearing Member Cash Account at the respective payment institution.

4.4 Internal Margin Account

Eurex Clearing AG will establish and maintain internal margin accounts in respect of Margin as further set out in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions and the Basic Clearing Member Provisions.

4.5 Internal Fee Account

Eurex Clearing AG shall establish and maintain an internal fee account for each account of (i) a Clearing Member and (ii) a Basic Clearing Member, in each case in the currency in which the respective account is maintained and shall charge all fees payable with respect to any Transactions to such account. Eurex Clearing AG shall inform each Clearing Member and each Basic Clearing Member (with a copy to its Clearing Agent) of the balance and the individual entries in such accounts.

4.6 Objections to Notifications or Reports regarding Internal Accounts, Transactions or Margin

Whenever Eurex Clearing AG gives notices or provides reports to a Clearing Member, ~~a Non-Clearing Member, a Registered Customer or~~ a Basic Clearing Member (or the relevant Clearing Agent acting on behalf of such Basic Clearing Member) or an ICM Client, including with respect to any of the internal accounts set out in this Number 4, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions, the Basic Clearing Member Provisions or the Special Clearing Conditions, Transactions, Margin or Variation Margin, ~~such the relevant~~ Clearing Member, ~~Non-Clearing Member, Registered Customer or~~ (also with respect to its Disclosed Direct Clients (other than their ICM Clients)), Basic Clearing Member (or the relevant Clearing Agent acting on behalf of such Basic Clearing Member) or ICM Client should check without undue delay all such notices and reports of Eurex Clearing AG, including with respect to all such information and data the Clearing Member, ~~the Non-Clearing Member, Registered Customer or~~ (also with respect to its Disclosed Direct Clients), Basic Clearing Member (or the relevant Clearing Agent acting on behalf of such Basic Clearing Member), or ICM Client has given to Eurex Clearing AG or received from Eurex Clearing AG, via third parties.

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The Clearing Members, ~~Non-Clearing Members, Registered Customers or~~ (also with respect to their respective Disclosed Direct Clients (other than their ICM Clients)), Basic Clearing Members (or the relevant Clearing Agent acting on behalf of the relevant Basic Clearing Member) ~~should~~ or ICM Clients shall inform Eurex Clearing AG in writing or by telefax without undue delay, but in any case no later than (i) by the end of the pre-trading period (with regard to market participants) for the relevant Transaction Type of the next Business Day or (ii) by 9:00 hours (Frankfurt am Main time) on the next Business Day (in all other cases), of any mistakes, errors, omissions, deviations or irregularities that become apparent to it in such notices or reports.

5 Fees

- 5.1 On the basis of its price list in effect (the “**Price List of Eurex Clearing AG**” (*Preisverzeichnis der Eurex Clearing AG*)), which will be published in accordance with Number 16.1, Eurex Clearing AG will charge to its Clearing Members and its Basic Clearing Members (i) a one-time fee upon conclusion of the first Clearing Agreement, (ii) an annual fee for the granting of a Clearing License or a Basic Clearing Member Clearing License, payable by the Clearing Member or the Basic Clearing Member, as applicable, on January 31 of each year, and (iii) further fees for certain actions and Transactions, as specified in the Price List of Eurex Clearing AG (together with fees (“*Entgelte*” and “*Gebühren*”) payable to Eurex Frankfurt AG according to the Agreement on Technical Connection and Utilization of the Trading Systems of Eurex Deutschland (EFAG Connection Agreement) and to Eurex Deutschland according to the Fee Regulations for Eurex Deutschland the “**Eurex-Fees**”). The Price List of Eurex Clearing AG shall form part of the Clearing Conditions.
- 5.2 In the event of a suspension or termination of a Clearing License or Basic Clearing Member Clearing License, the annual fee paid for the then current year will not be refunded. In case a Clearing License is terminated by a Clearing Member or a Basic Clearing License is terminated by a Basic Clearing Member, Eurex Clearing AG shall reimburse the annual fee for the then current year on a pro rata basis, as further set out in the Price List of Eurex Clearing AG.

6 Default Fund

Eurex Clearing AG maintains the Default Fund regulated by this Number 6 which relates to (i) Transactions pursuant to Chapters II through VIII and, unless otherwise specified in Chapter IX, Chapter IX and (ii) FCM Clearing Member Transactions pursuant to the Chapter II of the FCM Regulations (each as defined below) (the “**Default Fund**”) to cover the Default Fund Secured Claims (as defined in Number 6.2). The Default Fund is not a legal person.

Contributions to the Default Fund are not only made by Clearing Members or Clearing Agents in accordance with this Number 6 but also by FCM Clearing Members in accordance with the FCM Default Rules which form part of the FCM Clearing Conditions of Eurex Clearing AG that provide for a framework for the clearing of Swap Transactions.

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In addition to the terms defined elsewhere in this Number 6, the following terms and expressions shall have the following meanings (including, as indicated below, by reference to the FCM Clearing Conditions or parts thereof):

“Affected FCM Clearing Member” means an FCM Clearing Member with respect to which an FCM Clearing Member Termination Time has occurred.

“Affected FCM Contribution” has the meaning assigned to it in Number 3.2.1 Paragraph (1) of the FCM Default Rules.

“FCM Clearing Conditions” means the rules of Eurex Clearing AG for the clearing of Swap Transactions by FCM Clearing Members and these include, in particular, the FCM Regulations and the FCM Default Rules (all as amended from time to time).

“FCM Clearing Conditions Business Day” means a Business Day as defined in the FCM Regulations.

“FCM Clearing Conditions Default Fund Secured Claims” means the Default Fund Secured Claims as defined in Number 3.2 of the FCM Default Rules.

“FCM Clearing Conditions Insolvency Termination Event” means an Insolvency Termination Event with respect to an FCM Clearing Member as defined Chapter I Number 9.2.2 of the FCM Regulations.

“FCM Clearing Conditions Realisation Event” means an FCM Clearing Conditions Realisation Event as defined in Number 3.2 of the FCM Default Rules.

“FCM Clearing Conditions Termination Event” means a Termination Event as defined in Chapter I Part 1 Number 9.2.1 of the FCM Regulations with respect to an FCM Clearing Member.

“FCM Clearing Currency” is Euro (EUR).

“FCM Clearing License” means a clearing license granted to an FCM Clearing Member by Eurex Clearing AG pursuant to Chapter I Number 2 of the FCM Regulations.

“FCM Clearing Member” means an entity that has been granted an FCM Clearing License by Eurex Clearing AG pursuant to Chapter I Number 2 of the FCM Regulations.

“FCM Clearing Member Termination Time” means an FCM Clearing Member Termination Time (as defined in Chapter I Number 9.2.3 of the FCM Regulations) or an FCM Client Termination Time (as defined in Chapter I Number 9.3 of the FCM Regulations).

“FCM Clearing Member Transaction” means a Swap Transaction between Eurex Clearing AG and the relevant FCM Clearing Member pursuant to the FCM Regulations and includes Own Transactions and FCM Client Transactions (as those terms are defined in Chapter I Number 1.3.2 of the FCM Regulations) of such FCM Clearing Member.

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“**FCM Contribution**” means a contribution by an FCM Clearing Member to the Default Fund in accordance with Number 3.1 of the FCM Default Rules.

“**FCM Contribution Requirement**” has the meaning assigned to it in Number 3.1.1 Paragraph (2) of the FCM Default Rules.

“**FCM Default Rules**” means the rules of Eurex Clearing AG governed by the substantive laws of Germany on the default fund and certain aspects of the default management process of Eurex Clearing AG with respect to FCM Clearing Members (as amended from time to time).

“**FCM Excess Contribution**” means, as defined in Number 3.1.1 Paragraph (4) of the FCM Default Rules, an excess contribution by an FCM Clearing Member to the Default Fund.

“**FCM Further Contribution**” has the meaning assigned to it in Number 3.3.1 Paragraph (3) of the FCM Default Rules.

“**FCM Non-Bidding Participant**” means each FCM Mandatory Participant (as defined in Number 4.3.3 Paragraph (2) of the FCM Default Rules) that does not submit a Mandatory Bid for any relevant Auction Unit in accordance with the DM Auction Rules during such DM Auction.

“**FCM Regulations**” means the rules of Eurex Clearing AG governed by the substantive laws of the United States and the State of New York for the clearing of Swap Transactions (*FCM Regulations of Eurex Clearing AG*) (as amended from time to time).

“**Initial Margin**” with respect to an FCM Clearing Member has the meaning assigned to it in Chapter I Number 1.2.1 of the FCM Regulations.

“**Interest Rate Derivative Transaction**” has the meaning assigned to it in Chapter I Number 1.1.5 of the FCM Regulations.

“**Non-Affected FCM Clearing Member**” means an FCM Clearing Member that is not an Affected FCM Clearing Member.

“**Non-Affected FCM Contribution**” has the meaning assigned to it in Number 3.2.1 Paragraph (7) of the FCM Default Rules.

“**Swap Transactions**” has the meaning assigned to it in Chapter I Number 1.1.1 of the FCM Regulations.

6.1 Contributions to the Default Fund

6.1.1 Contributions and Calculation of the Contributions to the Default Fund

- (1) Notwithstanding any Margin Requirement applicable to the Clearing Member in accordance with the Clearing Conditions, (i) each Clearing Member and (ii) subject to Number 9 of the Basic Clearing Member Provisions, each Clearing Agent

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separately with respect to each of its Basic Clearing Members shall make contributions to the Default Fund as further set out in this Number 6 (a contribution pursuant to (i) a “**CM Contribution**”, each contribution pursuant to (ii) a “**BCM Contribution**” and each such contribution to the Default Fund and each FCM Contribution a “**Contribution**”).

- (2) Eurex Clearing AG shall from time to time determine the amount of the CM Contribution to be paid and maintained by a Clearing Member and the amount of the BCM Contribution to be paid and maintained by a Clearing Agent (each a “**Contribution Requirement**”) in accordance with the relevant applicable calculation method published by Eurex Clearing AG pursuant to Number 16.1 (the “**Contribution Calculation Method**”); any such published Contribution Calculation Method shall form part of the Clearing Conditions.

The basis for the calculation of (i) the Contribution Requirement of a Clearing Member are all Transactions of such Clearing Member (a “**CM Contribution Requirement**”) and (ii) the Contribution Requirement of a Clearing Agent with respect to a particular Basic Clearing Member are all Basic Clearing Member Transactions of such Basic Clearing Member (a “**BCM Contribution Requirement**”).

Eurex Clearing AG may re-evaluate and adjust each Contribution Requirement in accordance with the relevant Contribution Calculation Method at any time and will do so on a regular basis.

- (3) The obligation of a Clearing Member to make a CM Contribution becomes first due and payable as of the date of the granting of its first Clearing License and the obligation on a Clearing Agent to make a BCM Contribution with respect to a particular Basic Clearing Member becomes first due and payable as of the date it enters into a Basic Clearing Member Clearing Agreement with Eurex Clearing AG and such Basic Clearing Member. Thereafter, a Clearing Member or a Clearing Agent shall be obliged to make a Contribution whenever Eurex Clearing AG has made an adjustment to the Contribution Requirement of the relevant Clearing Member or the relevant Clearing Agent with respect to a particular Basic Clearing Member, respectively.
- (4) The Clearing Member may with respect to the relevant CM Contribution or the Clearing Agent may with respect to the relevant BCM Contribution provide cash amounts or Securities to Eurex Clearing AG in accordance with Number 6.1.2 in excess of the relevant CM Contribution Requirement or relevant BCM Contribution Requirement (each such excess and each FCM Excess Contribution the “**Excess Contribution**”).

6.1.2 Provision of the Contributions to the Default Fund

- (1) The Clearing Members and Clearing Agents shall provide the Contributions to the Default Fund in cash amounts and/or in Securities accepted by Eurex Clearing AG by way of a transfer of all rights, title and interest in respect of such cash amounts

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and/or Securities to Eurex Clearing AG using the security accounts with Clearstream Banking AG or Clearstream Banking S.A., unless otherwise specified below. In Xemac the relevant transfer is effected by labelling the relevant Securities with "pledge" by way of Earmarking. For Contributions provided in the form of cash amounts, Numbers 3.4.4 and 3.4.5 of these General Clearing Provisions apply *mutatis mutandis*, and for Contributions provided in the form of Securities, Part 3 Subpart A Numbers 15.1, 15.2 and 15.4 apply *mutatis mutandis*.

- (2) In case the Clearing Member or Clearing Agent provides Contributions in the form of Swiss intermediated securities, the Clearing Member or Clearing Agent shall transfer the Swiss intermediated securities to the relevant pledged securities account maintained with SIX SIS AG exclusively in favour of Eurex Clearing AG ("**Swiss Default Fund Pledged Securities Account**").

The Clearing Member or Clearing Agent shall instruct SIX SIS AG in a timely manner to transfer the relevant Swiss intermediated securities to the Swiss Default Fund Pledged Securities Account and inform Eurex Clearing AG of such transfer. In relation to voting rights or other optional rights, which may arise from the Swiss intermediated securities, Subpart A Number 4.3.2.1 Paragraph (2) of the Elementary Clearing Model Provisions applies accordingly.

The security purpose (*Sicherungszweck*) of the pledges granted to Eurex Clearing AG in relation to the Swiss intermediated securities is to secure all Default Fund Secured Claims.

The Clearing Member or Clearing Agent represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it is the owner of the pledged Swiss intermediated securities and that such Swiss intermediated securities are not subject to any prior or equal claims of third parties. The Clearing Member or Clearing Agent shall not, for the duration of such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

In the pledge agreement in the form appended to the Clearing Conditions or in such form as may be required by Eurex Clearing AG, the Clearing Member or the Clearing Agent will grant a pledge to Eurex Clearing AG over all Swiss intermediated securities which are at present or will in the future be credited to the Swiss Default Fund Pledged Securities Account.

- (3) If a Clearing Member or a Clearing Agent does not provide the relevant CM Contribution or BCM Contribution within five Business Days in full, Eurex Clearing AG shall be entitled to collect the (outstanding parts of the) relevant CM Contributions or BCM Contributions to the Default Fund from the relevant Clearing Member or Clearing Agent in accordance with the daily cash clearing procedure pursuant to Number 1.4.1.
- (4) With respect to Securities provided by the Clearing Member or the Clearing Agent to Eurex Clearing AG as CM Contributions or BCM Contributions using securities

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accounts with Clearstream Banking AG (including Xemac) [or Clearstream S.A.](#), Eurex Clearing AG reserves the right to make use of such Securities in its discretion in order to support its operations as central counterparty for purposes of liquidity management in relation to its clearing activities by obtaining refinancing from the Eurosystem or entering into repo transactions with commercial counterparties.

The information statement set out in Appendix 12 to the Clearing Conditions in accordance with Article 15 of the Regulation on transparency of securities financing transactions and of reuse (Regulation (EU) 2015/2365) is applicable to Eurex Clearing AG and the Clearing Member or Clearing Agent, if the Clearing Member or Clearing Agent provides Securities to Eurex Clearing AG as CM Contributions or BCM Contributions, respectively, using securities accounts with Clearstream Banking AG (including Xemac).

6.1.3 Eurex Clearing AG's dedicated own resources to the Default Fund

Eurex Clearing AG will dedicate own resources to the Default Fund (the "**Dedicated Amount**") to be used if a Termination Date with respect to one or more Clearing Members, a Basic Clearing Member Termination Date with respect to one or more Basic Clearing Members or an FCM Clearing Member Termination Time with respect to one or more FCM Clearing Members occurs. The Dedicated Amount will be published on the website of Eurex Clearing AG (www.eurexclearing.com).

6.2 Realisation of the Default Fund

Eurex Clearing AG shall have a claim for payment of the Default Fund Secured Claims against (i) the Affected Clearing Member and (ii) any other Clearing Member (including, for the avoidance of doubt, any other Clearing Member that is a Clearing Agent), provided that the claims under (ii) shall only become due following a Realisation Event and shall only be payable out of the CM Contributions or BCM Contributions, respectively, and, subject to this Number 6.2 and Number 6.3, the CM Further Contributions or BCM Further Contributions, respectively. The right of Eurex Clearing AG to use any Contributions made by FCM Clearing Members shall remain unaffected. The order of priority set forth in Number 6.2.1 applies.

The following terms shall have the following meanings:

"Affected Clearing Member" means a CM Affected Clearing Member or a BCM Affected Clearing Member, as the context requires.

"BCM Affected Clearing Member" means a Clearing Member that is a Clearing Agent of a Basic Clearing Member with respect to which a Basic Clearing Member Termination Date has occurred.

"CM Affected Clearing Member" means a Clearing Member with respect to which a Termination Date has occurred.

"Default Fund Secured Claims" comprise:

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- (i) all claims of Eurex Clearing AG for payments of amounts which are necessary to cover the losses and financial consequences of the occurrence of a Termination or Basic Clearing Member Termination with respect to all relevant Liquidation Groups and/or Terminated Transactions (as defined in Number 7.5) within the scope of the Default Fund and, in particular, any outstanding Difference Claim(s) (as defined in Subpart A Number 6.3.2 of the Elementary Clearing Model Provisions, Subpart A Number 7.3.2 of the Individual Clearing Model Provisions, Number 11.2 of the ~~ICM for Specified Clients~~ ISA Provisions and Number 10.5.2 of the Basic Clearing Member Provisions) of Eurex Clearing AG against the Affected Clearing Member or its relevant Basic Clearing Member, respectively, (the **“Clearing Conditions Default Fund Secured Claims”**); and
- (ii) the FCM Clearing Conditions Default Fund Secured Claims.

“Non-Affected Clearing Member” means a Clearing Member that is not an Affected Clearing Member.

“Realisation Event” means:

- (i) a **“Clearing Conditions Realisation Event”** which occurs if, following a Termination or a Basic Clearing Member Termination, the relevant provisions relating to the consequences of a Termination Date or Basic Clearing Member Termination Date set out in the Elementary Clearing Model Provisions (in particular, Subpart A Number 6 thereof), the Individual Clearing Model Provisions (in particular, Subpart A Number 7 thereof), the ~~ICM for Specified Clients~~ ISA Provisions (in particular, Number 11 thereof) or the Basic Clearing Member Provisions (in particular, Numbers 10 and 11 thereof), as applicable, have been applied; and/or
- (ii) an FCM Clearing Conditions Realisation Event.

6.2.1 In the case of a Realisation Event, the Contributions and Further Contributions will be realised (with respect to Interim Participants as modified by the specific provisions set out in Subpart A Number 15 of the Individual Clearing Model Provisions) in accordance with the following order of priority with respect to each Relevant Liquidation Group (whereby each Paragraph (1) to (12) of such order of priority shall be applied to all Relevant Liquidation Groups simultaneously before, in each case, the respective next paragraph is applied and whereby all Terminated Transactions and all Terminated FCM Clearing Member Transactions (as defined in Number 7.5) which do not form part of any Liquidation Group shall collectively be treated as one **“Relevant Liquidation Group”** for the purposes of this Number 6):

- (1) first, the applicable Liquidation Group Ratio of (i) the CM Contribution and (if available) any Excess Contribution of the CM Affected Clearing Member (such CM Contribution and such Excess Contribution, if any, the **“Affected CM Contribution”**) or (ii) the BCM Contribution and (if available) any Excess Contribution of the BCM Affected Clearing Member relating to the Basic Clearing Member with respect to which a Basic Clearing Member Termination Date has occurred (such Basic Clearing Member, the **“Affected BCM”** and such BCM Contribution and such Excess

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- Contribution, if any, the “**Affected BCM Contribution**”) or (iii) the Affected FCM Contribution and (if available) any Excess Contribution, as applicable;
- (2) second, the applicable Liquidation Group Ratio of any remainder of (i) the Affected CM Contribution, (ii) the Affected BCM Contribution or (iii) the Affected FCM Contribution, as applicable;
 - (3) third, only in the case of a BCM Affected Clearing Member, the applicable Liquidation Group Ratio of the **Affected BCM Further Contributions** (as defined below) relating to the Affected BCM;
 - (4) fourth, only in the case of a BCM Affected Clearing Member, the applicable Liquidation Group Ratio of any remainder of the Affected BCM Further Contributions relating to the Affected BCM;
 - (5) fifth, the applicable Liquidation Group Ratio of the Dedicated Amount;
 - (6) sixth, the applicable Liquidation Group Ratio of any remainder of the Dedicated Amount;
 - (7) seventh, the applicable Liquidation Group Ratio of (i) the CM Contributions, excluding any Affected CM Contribution, (“**Non-Affected CM Contributions**”) and the BCM Contributions, excluding any Affected BCM Contribution, (“**Non-Affected BCM Contributions**”) of all Clearing Members and Clearing Agents that are CM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group, (ii) the Non-Affected BCM Contributions of the CM Affected Clearing Member as well as (iii) the Non-Affected FCM Contributions of all FCM Clearing Members that are FCM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group;
 - (8) eighth, the applicable Liquidation Group Ratio of any remainder of (i) the Non-Affected CM Contributions and the Non-Affected BCM Contributions of all Clearing Members and Clearing Agents that are CM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group, (ii) the Non-Affected BCM Contributions of the CM Affected Clearing Member as well as (iii) the Non-Affected FCM Contributions of all FCM Clearing Members that are FCM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group;
 - (9) ninth, the applicable Liquidation Group Ratio of (i) the Non-Affected CM Contributions and the Non-Affected BCM Contributions of all Clearing Members and Clearing Agents, respectively, that are not CM Non-Bidding Participants with respect to the relevant Liquidation Group, excluding any Non-Affected BCM Contributions of the CM Affected Clearing Member, and (ii) the Non-Affected FCM Contributions of all FCM Clearing Members that are not FCM Non-Bidding Participants with respect to the relevant Liquidation Group;
 - (10) tenth, the applicable Liquidation Group Ratio of (i) any remainder of the Non-Affected CM Contributions and the Non-Affected BCM Contributions of all Clearing

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Members and Clearing Agents that are not CM Non-Bidding Participants with respect to the relevant Liquidation Group, excluding any Non-Affected BCM Contributions of the CM Affected Clearing Member, and (ii) any remainder of the Non-Affected FCM Contributions of all FCM Clearing Members that are not FCM Non-Bidding Participants with respect to the relevant Liquidation Group;

- (11) eleventh, the applicable Liquidation Group Ratio of (i) the CM Further Contributions and **Non-Affected** BCM Further Contributions of all Clearing Members and Clearing Agents that are CM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group and (ii) the FCM Further Contributions of all FCM Clearing Members that are FCM Non-Bidding Participants with respect to at least one DM Auction in the relevant Liquidation Group; and
- (12) twelfth, the applicable Liquidation Group Ratio of (i) the CM Further Contributions and the Non-Affected BCM Further Contributions of all Clearing Members that are not CM Non-Bidding Participants with respect to the relevant Liquidation Group, (ii) the FCM Further Contributions of all FCM Clearing Members that are not FCM Non-Bidding Participants with respect to the relevant Liquidation Group and (iii) the Further Dedicated Amount;

Eurex Clearing AG shall realise the applicable Liquidation Group Ratio of (i) the CM Further Contributions and the Non-Affected BCM Further Contributions of all Clearing Members that are not Non-Bidding Participants, (ii) the FCM Further Contributions of all Clearing Members that are not Non-Bidding Participants and (iii) the Further Dedicated Amount on a pro rata basis; the sum of all Further Dedicated Amounts with respect to all Liquidation Groups shall not exceed the amount of EUR 300,000,000.

"Relevant Liquidation Group" means each Liquidation Group (as defined in Number 7.5.1) to which Terminated Transactions (as defined in Number 7.5) belong.

With respect to each Relevant Liquidation Group, the term **"Liquidation Group Ratio"** means the fraction of the amount which may be realised, in each case, under Paragraph (1) – (12) which is to be determined as follows:

- (i) with respect to Paragraph (1), (I) in the case of an Affected CM Contribution, the ratio of (A) the part of the CM Contribution Requirement of the CM Affected Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate CM Contribution Requirement of the CM Affected Clearing Member, (II) in the case of an Affected BCM Contribution, the ratio of (A) the part of the BCM Contribution Requirement relating to the Affected BCM applicable to such Relevant Liquidation Group and (B) the aggregate BCM Contribution Requirement relating to the Affected BCM and (III) in the case of an Affected FCM Contribution, the ratio of (A) the part of the FCM Contribution Requirement of the Affected FCM Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate FCM Contribution Requirement of the Affected FCM Clearing Member;

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- (ii) with respect to Paragraph (2), (I) in the case of an Affected CM Contribution, the ratio of (A) the part of the CM Contribution Requirement of the CM Affected Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate CM Contribution Requirement of the CM Affected Clearing Member, (II) in the case of an Affected BCM Contribution, the ratio of (A) the part of the BCM Contribution Requirement relating to the Affected BCM applicable to such Relevant Liquidation Group and (B) the aggregate BCM Contribution Requirement relating to the Affected BCM and (III) in the case of an Affected FCM Contribution, the ratio of (A) the part of the FCM Contribution Requirement of the Affected FCM Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate FCM Contribution Requirement of the Affected FCM Clearing Member, (in each case of (I), (II) and (III), not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to Paragraph (1));
- (iii) with respect to Paragraph (3), the ratio of (A) the part of the requirement to provide Affected BCM Further Contributions applicable to such Relevant Liquidation Group and (B) the aggregate requirement to provide Affected BCM Further Contributions;
- (iv) with respect to Paragraph (4), the ratio of (A) the part of the requirement to provide Affected BCM Further Contributions applicable to such Relevant Liquidation Group and (B) the aggregate requirement to provide Affected BCM Further Contributions (not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to the respective preceding Paragraphs);
- (v) with respect to Paragraph (5), the ratio of (A) the part of the sum of the Initial Margin requirement (under the Clearing Conditions and the FCM Regulations) and the Additional Margin requirement determined for such Relevant Liquidation Group and (B) the sum of the Initial Margin requirement (under the Clearing Conditions and the FCM Regulations) and the Additional Margin requirement determined for all Relevant Liquidation Groups;
- (vi) with respect to Paragraph (6), the ratio of (A) the part of the sum of the Initial Margin requirement (under the Clearing Conditions and the FCM Regulations) and the Additional Margin requirement determined for such Relevant Liquidation Group and (B) the sum of the Initial Margin requirement (under the Clearing Conditions and the FCM Regulations) and the Additional Margin requirement determined for all Relevant Liquidation Groups (not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to the respective preceding Paragraphs);
- (vii) with respect to Paragraphs (7) and (9), (I) in the case of a Non-Affected CM Contribution, the ratio of (A) the part of the CM Contribution Requirement of the relevant Clearing Member applicable to such Relevant Liquidation Group and

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(B) the aggregate CM Contribution Requirement of the relevant Clearing Member, (II) in the case of a Non-Affected BCM Contribution, the ratio of (A) the part of the BCM Contribution Requirement relating to the relevant Basic Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate BCM Contribution Requirement relating to the relevant Basic Clearing Member and (III) in the case of a Non-Affected FCM Contribution, the ratio of (A) the part of the FCM Contribution Requirement of the relevant FCM Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate FCM Contribution Requirement of the relevant FCM Clearing Member;

- (viii) with respect to Paragraphs (8) and (10), (I) in the case of a Non-Affected CM Contribution, the ratio of (A) the part of the CM Contribution Requirement of the relevant Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate CM Contribution Requirement of the relevant Clearing Member, (II) in the case of a Non-Affected BCM Contribution, the ratio of (A) the part of the BCM Contribution Requirement relating to the relevant Basic Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate BCM Contribution Requirement relating to the relevant Basic Clearing Member and (III) in the case of a Non-Affected FCM Contribution, the ratio of (A) the part of the FCM Contribution Requirement of the relevant FCM Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate FCM Contribution Requirement of the relevant FCM Clearing Member (in each case of (I), (II) and (III) above, not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to the respective preceding Paragraphs); and
- (ix) with respect to Paragraphs (11) and (12), (I) in the case of a CM Further Contribution, the ratio of (A) the part of the requirement to provide CM Further Contributions of the relevant Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate requirement to provide CM Further Contributions of the relevant Clearing Member, (II) in the case of a Non-Affected BCM Further Contribution, the ratio of (A) the part of the requirement to provide Non-Affected BCM Further Contributions relating to the relevant Basic Clearing Member applicable to such Relevant Liquidation Group and (B) the aggregate requirement to provide Non-Affected BCM Further Contributions relating to the relevant Basic Clearing Member, (III) in the case of an FCM Further Contribution, the ratio of (A) the part of the requirement to provide FCM Further Contributions of the relevant FCM Clearing Member applicable to such Relevant Liquidation Group and (B) the requirement to provide FCM Further Contributions of the relevant FCM Clearing Member and (IV) in the case of the Further Dedicated Amount (referred to in Paragraph (12)), the product of (a) the applicable Liquidation Group Ratio determined with respect to the Dedicated Amount pursuant to Paragraph (v) above and (b) the ratio of (A) the sum of all Further Contributions, which have actually been delivered to Eurex Clearing AG with respect to the Relevant Liquidation Group and (B) the sum of all Further Contributions that Eurex Clearing AG is entitled to require with respect to the Relevant Liquidation Group up to the relevant Liability Cap.

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Where, in case of Paragraphs (7) to (12), with respect to a Relevant Liquidation Group the Non-Affected CM Contributions (or CM Further Contributions), Non-Affected BCM Contributions (or Non-Affected BCM Further Contributions) or the Non-Affected FCM Contributions (or FCM Further Contributions) of several Clearing Members or FCM Clearing Members are still available and the amount needed to discharge the claims in respect of the Relevant Liquidation Group is lower than such available Non-Affected CM Contributions (and CM Further Contributions), Non-Affected BCM Contributions (and Non-Affected BCM Further Contributions) and Non-Affected FCM Contributions (or FCM Further Contributions), with respect to each such Clearing Member or FCM Clearing Member (with respect to Paragraphs (7) and (8) and Paragraph (11) limited to CM Non-Bidding Participants and FCM Non-Bidding Participants) only the Non-Affected Ratio shall be realised under the relevant Paragraph.

The “**Non-Affected Ratio**” with respect to a Non-Affected CM Contribution (or CM Further Contribution), Non-Affected BCM Contribution (or Non-Affected BCM Further Contribution) or Non-Affected FCM Contribution (or FCM Further Contribution) shall be the ratio of (A) the available Non-Affected CM Contribution (or CM Further Contribution), Non-Affected BCM Contribution (or Non-Affected BCM Further Contribution) or Non-Affected FCM Contribution (or FCM Further Contribution) relating to the relevant Clearing Member, Basic Clearing Member or FCM Clearing Member, as applicable, with respect to the Relevant Liquidation Group and (B) all available Non-Affected CM Contributions (or CM Further Contributions), Non-Affected BCM Contributions (or Non-Affected BCM Further Contributions) or Non-Affected FCM Contributions (or FCM Further Contributions) of all Clearing Members and FCM Clearing Members (with respect to Paragraphs (7) and (8) and Paragraph (11) limited to CM Non-Bidding Participants and FCM Non-Bidding Participants) with respect to the Relevant Liquidation Group.

- 6.2.2 If, subsequent to a realisation of the Default Fund, an Affected Clearing Member, Affected BCM or Affected FCM Clearing Member makes a payment to Eurex Clearing AG to fulfil the Default Fund Secured Claims, or if the Default Fund Secured Claims are otherwise discharged, after Eurex Clearing AG has realised the Dedicated Amount or Non-Affected CM Contributions (or CM Further Contributions) or Non-Affected BCM Contributions (or Non-Affected BCM Further Contributions) or Non-Affected FCM Contributions (or FCM Further Contributions) to the Default Fund, Eurex Clearing AG shall use the funds received in order to (i) repay the realised CM Further Contributions, Non-Affected BCM Further Contributions and FCM Further Contributions to the relevant Clearing Member(s), Clearing Agent(s) and FCM Clearing Member(s), respectively, (ii) repay the realised Non-Affected CM Contributions, Non-Affected BCM Contributions and Non-Affected FCM Contributions to the Default Fund to the relevant Clearing Member(s), Clearing Agent(s) and FCM Clearing Member(s), respectively, (iii) reinstate the realised Dedicated Amount and (iv) repay the realised Affected BCM Contributions (and Affected BCM Further Contributions) to the BCM Affected Clearing Member. The payments by Eurex Clearing AG shall be made in reverse order of Number 6.2.1 and shall in the aggregate be limited to the amounts received by Eurex Clearing AG.

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6.3 Further Contributions to the Default Fund (Assessments); Replenishment of Contributions to the Default Fund

6.3.1 If, following a Realisation Event, Eurex Clearing AG determines that the Contributions may not be sufficient to cover the respective claims secured by the Default Fund in accordance with Number 6.2.1 above, it shall at its discretion be entitled to require within a Capped Period, by making one or several demands:

- (i) from the BCM Affected Clearing Member, further Affected BCM Contributions (the “**Affected BCM Further Contributions**”);
 - (ii) from the Non-Affected Clearing Members and the BCM Affected Clearing Member, further CM Contributions (the “**CM Further Contributions**”) or further BCM Contributions (other than Affected BCM Contributions) (the “**Non-Affected BCM Further Contributions**”); and each Affected BCM Further Contribution and each Non-Affected BCM Further Contribution, a “**BCM Further Contribution**”); and
 - (iii) from the Non-Affected FCM Clearing Member, FCM Further Contributions
- (each BCM Further Contribution, each CM Further Contribution and each FCM Further Contribution, a “**Further Contribution**”).

When determining the relevant CM Further Contributions or the relevant Non-Affected BCM Further Contribution with respect to the relevant Clearing Member, Eurex Clearing AG shall reduce the relevant Further Contributions by the relevant Excess Contribution actually delivered to Eurex Clearing AG by such Clearing Member (if any). The BCM Affected Clearing Member and the Non-Affected Clearing Members shall, subject to the Liability Cap, be obliged to make such Further Contributions to the Default Fund, in each case as soon as possible but no later than one Business Day following receipt of Eurex Clearing AG’s demand. If a Clearing Member or a Clearing Agent does not provide the relevant Further Contribution within one Business Days in full, Eurex Clearing AG shall be entitled to collect the (outstanding parts of the) relevant Further Contributions to the Default Fund from the relevant Clearing Member or Clearing Agent in accordance with the daily cash clearing procedure pursuant to Number 1.4.1.

The “**Liability Cap**” with respect to each of the Affected BCM Further Contributions, the Non-Affected BCM Further Contributions, the CM Further Contributions and the FCM Further Contributions shall be two times the related originally applicable Contribution Requirement to the Default Fund and shall apply for the relevant Capped Period.

A “**Capped Period**” shall, with respect to the Default Fund, be a period of twenty (20) Business Days which shall commence on the Termination Date, the Basic Clearing Member Termination Date or the FCM Clearing Member Termination Time and which, if one or more further Termination Date(s), Basic Clearing Member Termination Date(s) or FCM Clearing Member Termination Time(s) occur within such twenty (20) Business Day period shall, in the case of each such further Termination Date, Basic Clearing Member Termination Date or FCM Clearing Member Termination Time, be extended by twenty (20) Business Days from (and including) the relevant further Termination Date, further

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Basic Clearing Member Termination Date or further FCM Clearing Member Termination Time, subject to a maximum duration of three (3) months, provided that if, following the occurrence of a Termination Date, a Basic Clearing Member Termination Date or an FCM Clearing Member Termination Time, the Default Fund will not be realised, such period shall end upon finalisation of the default management process with respect to such Termination Date, such Basic Clearing Member Termination Date or such FCM Clearing Member Termination Time as notified by Eurex Clearing AG to the Clearing Members.

A Non-Affected Clearing Member shall not be obliged to pay CM Further Contributions, if the respective Non-Affected Clearing Member has terminated all of its Clearing Licenses and such terminations have become effective prior to the start of the respective Capped Period. A Non-Affected Clearing Member shall not be obliged to pay Non-Affected BCM Further Contributions relating to a Basic Clearing Member, if all Basic Clearing Member Clearing Licenses of such Basic Clearing Member have been terminated and such terminations have become effective prior to the start of the respective Capped Period.

If a Clearing Member whose Clearing Agreements (except for its Basic Clearing Member Clearing Agreement(s)) with Eurex Clearing AG have been terminated has not settled all its Transactions within a Capped Period, such Clearing Member remains liable for any subsequent Capped Period(s) for making CM Further Contributions until it is no longer a party to any Transactions with Eurex Clearing AG. If a Basic Clearing Member whose Basic Clearing Member Clearing Agreement with Eurex Clearing AG has been terminated has not settled all its Basic Clearing Member Transactions within a Capped Period, its Clearing Agent remains liable for any subsequent Capped Period(s) for making BCM FCM Contributions until such Basic Clearing Member is no longer a party to any Basic Clearing Member Transactions with Eurex Clearing AG.

Without undue delay after the end of each Capped Period each Non-Affected Clearing Member shall be obliged to replenish the Default Fund up to the relevant Contribution Requirements. If Eurex Clearing AG has not liquidated all Terminated Transactions (as defined in Number 7.5) of the Affected Clearing Member or all Terminated FCM Clearing Member Transactions (as defined in Number 7.5) of the Affected FCM Clearing Member during the default management process by the end of the of the Capped Period, the obligation of the Non-Affected Clearing Member to replenish the Default Fund up to the relevant Contribution Requirements shall become due upon the liquidation of the last Terminated Transaction of the Affected Clearing Member or the last Terminated FCM Clearing Member Transaction of the Affected FCM Clearing Member, respectively. This shall not apply if (i) a Non-Affected Clearing Member has terminated all its Clearing Licenses and all its Transactions have been cancelled, closed or fulfilled before the end of the Capped Period or (ii) if the Basic Clearing Member Clearing Licenses of all Basic Clearing Members of the Non-Affected Clearing Member (in its capacity as a Clearing Agent) have been terminated and such terminations have become effective before such replenishment obligation has become due.

For the avoidance of doubt, nothing in this Number 6.3 shall exclude or limit Eurex Clearing AG's rights and claims against the CM Affected Clearing Member and against the Affected BCM.

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6.3.2 Where Eurex Clearing AG requires Further Contributions, Eurex Clearing AG will allocate further own funds to the Default Fund (“**Further Dedicated Amount**”). Eurex Clearing AG will determine the Further Dedicated Amount separately for each Liquidation Group. The Further Dedicated Amount is determined by reference to the pro rata amount of the sum of any Further Contributions actually delivered to Eurex Clearing AG. Eurex Clearing AG will allocate a Further Dedicated Amount to the Default Fund up to a maximum amount of EUR 300,000,000. Such maximum amount shall cover all future Realisation Events irrespective of whether they occur within one or more Capped Periods.

6.4 Release of the Contributions to the Default Fund

6.4.1 With respect to each Excess Contribution, the Clearing Member or the Clearing Agent may at any time request from Eurex Clearing AG the release of cash amounts or Securities with a maximum value corresponding to the relevant Excess Contribution. Such request shall be made in writing and with an appropriate prior notice period.

6.4.2 If all Clearing Licenses of a Clearing Member or all Basic Clearing Member Clearing Licenses of a Basic Clearing Member of such Clearing Member (acting in its capacity as a Clearing Agent) have been terminated, Eurex Clearing AG shall release the relevant Contributions of the respective Clearing Member to the Default Fund as follows:

- (a) if no Capped Period has commenced at the time of the termination, at the later of (x) the effective date of such termination and (y) 30 days after the day upon which all Transactions in the accounts of the respective Clearing Member and, in the case of a Clearing Agent, all Basic Clearing Member Transactions of such Basic Clearing Member have been settled; and
- (b) if a Capped Period has commenced at the time of the termination, at the later of (i) the effective date of such termination, (ii) the end of the Capped Period, and (iii) 30 days after the day upon which all Transactions in the accounts of the respective Clearing Member and, in the case of a Clearing Agent, all Basic Clearing Member Transactions of such Basic Clearing Member have been settled.

The same shall apply *mutatis mutandis* to the collateral pursuant to Number 2.1.2 Paragraph (3) (d).

6.5 Interpretation

(Further) Contributions do not form part of the Margin and Variation Margin for the purposes of the Elementary Clearing Model Provisions, Segregated Margin, Segregated Variation Margin, Margin and Variation Margin for the purposes of the ~~ICM for Specified Clients-ISA~~ Provisions, Basic Clearing Member Margin or Basic Clearing Member Variation Margin, and a claim of a Clearing Member or Clearing Agent against Eurex Clearing AG to return (Further) Contributions does not form part of the applicable single agreement pursuant to Subpart B Number 4 and Subpart C Number 5 of the Elementary Clearing Model Provisions, Subpart A Number 2.1.3 of the Individual Clearing Model Provisions, Number 5 of the ~~ICM for Specified Clients-ISA~~ Provisions or Number 4.1.2 of the Basic Clearing Member Provisions.

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7 Termination Rules with respect to the Clearing Member

Upon the occurrence of certain termination events with respect to the Clearing Member under a Standard Agreement (or in the case of a Clearing Member acting as Clearing Agent, under a Basic Clearing Member Clearing Agreement) and, if provided for in these Clearing Conditions, the delivery of a corresponding notice by Eurex Clearing AG to the Clearing Member (and in the case of a Clearing Member acting as Clearing Agent and a Termination Event relating to such Clearing Agent under a Basic Clearing Member Clearing Agreement, its Basic Clearing Members), a termination of Transactions (each a **“Termination”**), realisation of Margin or Variation Margin, payment of a Difference Claim ~~(as defined in Subpart A Number 6.3.2 of the Elementary Clearing Model Provisions, Subpart A Number 7.3.2 or Subpart B Number 6.3.2 of the Individual Clearing Model Provisions and Number 11.2 of the ICM for Specified Clients Provisions, as applicable)~~ or a transfer of positions shall occur, as applicable and as further provided for in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or the Basic Clearing Member Provisions.

Unless Subpart A Number 11.3.4 and 11.4.3 of the Individual Clearing Model Provisions applies, this Number 7 does not apply with respect to any default by ~~a Non-Clearing Member or Registered Customer, respectively,~~ [an ICM Client](#) under an ICM Clearing Agreement.

Unless provided for by the Basic Clearing Member Provisions, this Number 7 does not apply with respect to any default by a Basic Clearing Member under its Basic Clearing Member Standard Agreement with Eurex Clearing AG.

7.1 Construction and Interpretation

7.1.1 This Number 7 provides for the general provisions that apply to a Termination pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions or, with respect to a Clearing Member acting as Clearing Agent under a Basic Clearing Member Clearing Agreement, the Basic Clearing Member Provisions.

7.1.2 If the Elementary Clearing Model Provisions apply, references in this Number 7 to **“Transactions”**, **“Margin”**, **“Variation Margin”** or **“Standard Agreements”** shall refer respectively to the terms (i) in connection with the Proprietary Standard Agreement: **“Own Transactions”**, **“Proprietary Margin”**, **“Proprietary Variation Margin”** and **“Proprietary Standard Agreement”** and (ii) in connection with the Omnibus Standard Agreement: **“Omnibus Transactions”**, **“Omnibus Margin”**, **“Omnibus Variation Margin”** and **“Omnibus Standard Agreement”**, as defined in the Elementary Clearing Model Provisions.

7.1.3 If the Individual Clearing Model Provisions apply, references in this Number 7 to **“Transactions”**, **“Margin”**, **“Variation Margin”** or **“Standard Agreements”** shall refer respectively to the terms **“Covered Transactions”**, **“Segregated Margin”**, **“Segregated Variation Margin”** and **“Corresponding Standard Agreements”**, if applicable, as defined in the Individual Clearing Model Provisions.

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7.1.4 If the ~~ICM for Specified Client~~ ISA Provisions apply, references in this Number 7 to “**Transactions**”, “**Margin**”, “**Variation Margin**” or “**Standard Agreements**” shall refer respectively to the terms “~~ICM-SC~~ ISA **Transactions**”, “**Margin**”, “**Variation Margin**” and “~~ICM-SC~~ ISA **Standard Agreements**”, if applicable, as defined in the ~~ICM for Specified Clients~~ ISA Provisions.

7.1.5 References to “**Redelivery Claims**” in this Number 7 refer to Redelivery Claims of the Clearing Member under a Standard Agreement either pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients~~ ISA Provisions, as applicable, and exclude any Redelivery Claims arising under other Standard Agreements pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ ISA Provisions or the Basic Clearing Member Provisions, as applicable.

7.2 Termination Events

7.2.1 Subject to Number 7.2.2, if at any time any of the termination events set out in Paragraphs (1) to (12) (each a “**Termination Event**”) has occurred and is continuing with respect to a Clearing Member (including, where applicable, in its capacity as a Clearing Agent), Eurex Clearing AG may either

- (i) give written notice thereof to such Clearing Member (and, if such Clearing Member acts as Clearing Agent, also to its Basic Clearing Members) and designate a reasonable grace period to remedy the relevant Termination Event (each a “**Grace Period**”), which may be extended by Eurex Clearing AG from time to time, (the “**Grace Period Notice**”) or
- (ii) if – taking into account all relevant circumstances of the specific case – it would be unreasonable (*unzumutbar*) to set a Grace Period or if the relevant Termination Event cannot be remedied, give a written termination notice to such Clearing Member (and, if such Clearing Member acts as Clearing Agent, also to its Basic Clearing Members) (the “**Termination Notice**”) specifying the date and time on which the Termination shall occur.

If the Termination Event has been remedied to Eurex Clearing AG’s satisfaction by the end of the Grace Period, Eurex Clearing AG shall inform the Clearing Member (and the relevant Basic Clearing Members (if any)) thereof. If the Termination Event has not been remedied to Eurex Clearing AG’s satisfaction by the end of the Grace Period, Eurex Clearing AG may give written termination notice to the Clearing Member (and the relevant Basic Clearing Members (if any)) specifying the date and time on which the Termination shall occur (the “**Grace Period Termination Notice**”).

Prior to the delivery of a Grace Period Notice or Termination Notice, as the case may be, with respect to a Termination Event, other than a Termination Event pursuant to Paragraph (1) (Failure to Pay; Failure to Deliver Margin), Paragraph (5) (Insolvency related Events), Paragraph (7) (Regulatory Actions), Paragraph (8) (Opening of Reorganisation or Restructuring Procedures and Similar Measures) and Paragraph (11)

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(Termination for serious cause (*Kündigung aus wichtigem Grund*)) above, Eurex Clearing AG shall

- (a) attempt to notify, and consult with, the relevant Clearing Member regarding the relevant event,
- (b) consider in good faith whether delivering a Grace Period Notice or a Termination Notice is proportionate, having regard to
 - (aa) other courses of action available to Eurex Clearing AG, (in particular the opening of Disciplinary Procedures pursuant to the Disciplinary Procedures Rules (as defined in each case in Number 14.2.1),
 - (bb) the interests of the Clearing Member and its clients (including the Basic Clearing Members), and
 - (cc) whether the Termination Event has a material adverse impact on the ongoing financial soundness of Eurex Clearing AG or the proper performance of the Clearing, and
- (c) ensure that the decision to deliver a Grace Period Notice or Termination Notice, as the case may be, has been approved by the chairman of the Executive Board of Eurex Clearing AG, a member of the Executive Board of Eurex Clearing AG or any other senior personnel of Eurex Clearing AG that Eurex Clearing AG deems to be appropriate.

A Termination occurs (a) in the case of item (i) above, on the date and time specified in the Grace Period Termination Notice, or (b) in the case of item (ii) above on the date and time specified in the Termination Notice (the date of such Termination being the "**Termination Date**" and the respective termination time being the "**Termination Time**").

Where Eurex Clearing has commenced Disciplinary Procedures against a Clearing Member with respect to an Alleged Breach (as defined in the Disciplinary Procedures Rules), Eurex Clearing AG shall for as long as such Disciplinary Procedures are continuing, refrain from delivering a Termination Notice to such Clearing Member on the basis of those facts that have led to the determination of the Alleged Breach by Eurex Clearing AG.

(1) Failure to Pay; Failure to Deliver Margin

The Clearing Member fails to pay any amount due under the Clearing Conditions to Eurex Clearing AG or fails to deliver any Eligible Margin Assets to Eurex Clearing AG in respect of a due request for delivery of Margin or Variation Margin or fails to perform any Redelivery Claim when due under the Clearing Conditions.

(2) Failure to comply with Clearing Conditions

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The Clearing Member fails to comply with any of its obligations under the Clearing Agreement (incorporating the Clearing Conditions) or is in breach of any of its representations given in a Clearing Agreement.

(3) Failure to comply with Clearing License prerequisites

The Clearing Member is no longer in compliance with the relevant prerequisites for the granting of any of its Clearing License(s) set forth in Number 2.1.2 Paragraphs (2) to (5), Number 2.1.3, Number 2.3.1 or in the relevant Special Clearing Provisions.

(4) Repudiation or objection to amendments to the Clearing Conditions

The Clearing Member (i) repudiates any of the terms and conditions of the Clearing Agreement or the Clearing Conditions or (ii) objects to an amendment to the Clearing Agreement or the Clearing Conditions and Eurex Clearing AG cannot reasonably be expected to continue its relationship with such Clearing Member, in particular, if such objections would lead to different versions of the Clearing Conditions being applicable to several Clearing Members, ~~Non-Clearing Members, Registered Customers~~ ICM Clients or Basic Clearing Members, respectively, and the application of different versions of the Clearing Conditions would not be technically feasible.

(5) Insolvency related Events

(a) In relation to a Clearing Member having its registered seat and centre of main interest or, where it is a credit institution, being headquartered (*mit Hauptniederlassung*) in Germany:

(aa) any event occurs which constitutes a cause for the initiation of insolvency proceedings (*Eröffnungsgrund*) as set out in Sections 17 to 19 of the German Insolvency Code (*Insolvenzordnung*);

(bb) a petition for insolvency proceedings in respect of its assets (*Antrag auf Eröffnung eines Insolvenzverfahrens*) is filed; or

(cc) actions are taken pursuant to Section 21 of the German Insolvency Code (*Insolvenzordnung*) by a competent court;

(b) with respect to any Clearing Member not falling within the scope of Paragraph (5) (a) above, any action, legal proceedings or other procedure or step is taken in relation to any of the following events or any of the following events occurs:

(aa) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, termination of existence, liquidation, administration, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), bankruptcy, insolvency, judicial management or curatorship;

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- (bb) a settlement, deferred payment, debt restructuring, transfer, restructuring, composition, compromise, assignment or similar arrangement of the Clearing Member with any of its creditors;
- (cc) the appointment of a liquidator, trustee, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of that Clearing Member or any of its assets; or
- (dd) or any analogous procedure or step is taken in any jurisdiction, provided that this Paragraph (5) (b) shall not apply to any procedure or step taken in relation to a solvent reorganisation of the relevant Clearing Member.

(6) Violation of Regulatory Provisions

Non-compliance with regulatory requirements by the Clearing Member, provided that non-compliance with such requirements may, in the reasonable opinion of Eurex Clearing AG, materially impair the proper fulfilment of the obligations under the Clearing Agreement.

(7) Regulatory Actions

Any administrative order issued to a Clearing Member pursuant to Sections 45 to 46g KWG, as well as any similar measures issued in relation to a Clearing Member under foreign law.

(8) Opening of Reorganisation or Restructuring Proceedings and Similar Measures

Any application for, commencement or order of reorganisation or restructuring proceedings (*Sanierungs- oder Reorganisationsverfahren*) according to the Act on the Restructuring of Credit Institutions (*Gesetz zur Reorganisation von Kreditinstituten*), as well as any similar measure under foreign law, in respect of the Clearing Member.

(9) Change in Law and other similar Causes

- (a) Any change takes place in the laws of Germany or the laws applicable to the Clearing Member or the relevant ~~Non-Clearing Member or Registered Customer~~ ICM Client, respectively, or the official interpretation or application of such laws which, in the reasonable opinion of Eurex Clearing AG, have a material adverse impact on the interests or services of Eurex Clearing AG under the Clearing Conditions or the interests of the other Clearing Members, or
- (b) any similar event occurs having a similar adverse impact on the interests or services of Eurex Clearing AG under the Clearing Conditions or the interests of other Clearing Members.

(10) Non-Compliance with Outsourcing Requirements

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Non-compliance with the obligation to terminate the Outsourcing or to re-assume the Outsourced Functions upon the exercise of the veto right by Eurex Clearing AG pursuant to Number 15.2.10.

(11) Termination for serious cause (aus wichtigem Grund)

Eurex Clearing AG declines to continue the Clearing of Transactions with the Clearing Member due to the occurrence of an event which gives rise to a serious cause (*wichtiger Grund*) and the continuation of the Clearing Agreement, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected.

For the avoidance of doubt, in case of the occurrence of a Termination Event with respect to a Clearing Member under a specific Standard Agreement, Eurex Clearing AG is entitled to exercise its termination right under this Number 7.2.1 with respect to all Standard Agreements entered into between Eurex Clearing AG and such Clearing Member.

7.2.2 If at any time an Insolvency Termination Event has occurred with respect to the Clearing Member, a Termination shall occur with immediate effect as of such time (the date of such Termination being the “**Termination Date**” and the respective termination time being the “**Termination Time**”). An “**Insolvency Termination Event**” occurs (i) with respect to a Clearing Member having its registered seat and centre of main interest in Germany or, if it is a credit institution, being headquartered in Germany, when insolvency proceedings in Germany (*Insolvenzverfahren*) within the meaning of the German Insolvency Code (*Insolvenzordnung*) are commenced over the estate of the Clearing Member (*Eröffnung des Insolvenzverfahrens*), (ii) with respect to a Clearing Member having its registered seat and centre of main interest in the Netherlands or, if it is a credit institution, being headquartered in the Netherlands, at the end of the day on which any action or step is taken in relation to such Clearing Member by itself or any other person to institute insolvency proceedings including *faillissement*, *surséance van betaling*, *noodregeling* and any of the measures referred to in Section 3:267d et seqq. of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*) (“**AFS**”), including but not limited to, the preparation of a transfer plan pursuant to Section 3:159c AFS, the order of immediate measures by the Secretary of Finance pursuant to Section 6:1 AFS and the expropriation of property and capital components by the Secretary of Finance pursuant to Section 6:2 AFS and the appointment of a *curator or bewindvoerder*, and the action, legal proceedings or other procedure or step is not dismissed on the day such action or step is taken, (iii) with respect to an OTC IRS U.S. Clearing Member, when (a) a case is commenced by or against the OTC IRS U.S. Clearing Member under U.S. Code Title 11 § 101 et seqq., (b) a liquidation proceeding (a “SIPA proceeding”) is commenced under the U.S. Securities Investor Protection Act, 15 U.S.C. § 78aaa et seq. or (c) a proceeding is commenced under Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, 12 U.S.C. § 5301 et seq. or (d) a receiver or other insolvency administrator is appointed for the OTC IRS U.S. Clearing Member or any of the OTC IRS U.S. Clearing Member's assets, or (iv) with respect to a Clearing Member not falling under (i), (ii) or (iii), when insolvency proceedings or similar proceedings under the laws

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of the jurisdiction where such Clearing Member has its registered seat and centre of main interest or, if it is a credit institution, where it is headquartered, are commenced over the estate of the Clearing Member.

7.3 Consequences of a Termination

The consequences of a Termination and the applicable valuation method for determining the Difference Claim (the “**Difference Claim Valuation Method**”), which is either the “**Liquidation Price Approach**” or the “**Exchange Price Approach**”, are set out in the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients-ISA~~ Provisions or the Basic Clearing Member Provisions, as applicable. Any Difference Claim pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions and the ~~ICM for Specified Clients-ISA~~ Provisions shall be determined as follows:

- 7.3.1 Upon the occurrence of a Termination Date, the Difference Claim shall be determined for each Standard Agreement by way of combining (*Saldieren*) the Single Transaction Amounts of all Transactions under such Standard Agreement terminated as of the Termination Time and the Aggregate Value of the Redelivery Claims under such Standard Agreement, all as defined below.

The final amount of the Difference Claim resulting from such combination shall (i), if it is a positive figure for the party entitled to value the Difference Claim, be owed to it by the other party, or (ii), if it is a negative figure for the party entitled to value the Difference Claim, be owed by it to the other party.

The Difference Claim shall be denominated in the Clearing Currency last agreed in writing between Eurex Clearing AG and the Clearing Member (the “**Termination Currency**”). The Clearing Member shall notify the Clearing Currency to the relevant ~~Non-Clearing Member or Registered Customer~~ Disclosed Direct Client.

- 7.3.2 If the “**Liquidation Price Approach**” is the applicable Difference Claim Valuation Method, the value of the Difference Claim shall be determined in accordance with this Number 7.3.2 by the party specified in Paragraph (2) on the Last Valuation Date.

- (1) The “**DMP Valuation Date**” shall, with respect to a Transaction, be any day on which a Liquidation Price is determined for such Transaction. The latest DMP Valuation Date with respect to Transactions under the same Standard Agreement shall be the “**Last Valuation Date**”. Such Last Valuation Date shall occur upon completion of the default management process pursuant to Number 7.5 below. The “**Margin Valuation Date**” shall, with respect to any Eligible Margin Assets, be any day during the default management process pursuant to Number 7.5 below on which such Eligible Margin Assets are actually realised by Eurex Clearing AG.
- (2) The party entitled to value the Difference Claim is, ~~(i)~~ with respect to a Standard Agreement between (i) Eurex Clearing AG and the Clearing Member, Eurex Clearing AG and, ~~(ii) with respect to a Standard Agreement between~~ the Clearing Member and the ~~Non-Clearing Member or Registered Customer, the Non-Clearing~~

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~~Member or Registered Customer~~ ICM Client under the ICM-ECD Provisions, the ICM Client, respectively.

(3) For the purpose of the determination of the Difference Claim:

- (a) The **“Single Transaction Amount”** shall be determined with respect to each Transaction under the relevant Standard Agreement terminated as of the Termination Time and shall equal its Liquidation Price as of the relevant DMP Valuation Date.

Where in line with the provisions of Number 7.5 below, a group of Transactions is liquidated in a way that Eurex Clearing AG cannot determine a Single Transaction Amount for each individual Transaction in that group of Transactions, Eurex Clearing AG may include the price received for the respective group of Transactions in the respective Difference Claim.

When making such calculation, (i) any amount due to be paid as a primary obligation under the relevant Transaction, but unpaid as at the Last Valuation Date, and (ii) the value of any assets due to be delivered as a primary obligation under the relevant Transaction, but not delivered, as at the Last Valuation Date (each an **“Unpaid Amount”**) shall be taken into account.

(b) **“Liquidation Price”** means:

(aa) with respect to a Transaction,

(A) the price of a relevant replacement transaction entered into by Eurex Clearing AG with respect to the relevant Transaction during and as part of the default management process pursuant to Number 7.5 at the latest on the fifth Business Day after the Termination Date, or, to the extent this is required for a value-preserving liquidation, at the latest on the 20th Business Day after the Termination Date, including relevant costs and expenses incurred by Eurex Clearing AG during the respective default management process, in particular relevant DM Hedging Transaction Costs;

(B) subject to (C) below, if Eurex Clearing AG does not enter into a replacement transaction during and as part of the default management process pursuant to Number 7.5,

(I) the last available Market Price for such Transaction on the Termination Date; and

(II) in the case of a Transaction under an Omnibus Standard Agreement or an ICM Standard Agreement, the last available Market Price for such Transaction on the Termination Date that applies to the Proprietary Standard Agreement of the Clearing Member; or

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(C) if Eurex Clearing AG does not enter into a replacement transaction during and as part of the default management process pursuant to Number 7.5 and a Liquidation Group Deficiency occurs in relation to such Transaction, the amount corresponding to the relevant Single Valuation Price for such Transaction.

(bb) with respect to an expired Redelivery Claim, as applicable:

- (1) the amount in the Termination Currency of the relevant equivalent Eligible Margin Asset in form of cash on the relevant Margin Valuation Date; or
- (2) the price realised during the default management process in the Termination Currency of the relevant equivalent Eligible Margin Assets other than cash on the relevant Margin Valuation Date.

To the extent that for the purpose of the execution of the measures for the administration, close-out or other liquidation of client positions and proprietary positions of the Affected Clearing Member that are required pursuant to Article 48 (2), (4), (5) third sentence and (6) third sentence of EMIR, replacement transactions during and as part of the default management process pursuant to Number 7.5 can only be entered into on a day following the 20th Business Day after the Termination Date, Eurex Clearing AG may, in deviation of Paragraph 3(b)(aa)(A) 1st half sentence, use the price of such replacement transactions for the determination of the Liquidation Price.

- (c) **“Aggregate Value of the Redelivery Claims”** means, with respect to a party to the relevant Standard Agreement, the sum of the Liquidation Prices of the applicable number or amount of the relevant equivalent Eligible Margin Assets to which all of its expired Redelivery Claims against the other party as of the Termination Time relate. For any number or amount of remaining equivalent Eligible Margin Assets which were not realised by Eurex Clearing AG until the end of the Last Valuation Date, if any, an Exchange Price shall be determined which shall be added to the sum of the Liquidation Prices.
- (d) **“Exchange Price”** means, with respect to an expired Redelivery Claim, as applicable:
 - (aa) the amount in the Termination Currency of any equivalent Eligible Margin Asset in form of cash on the Last Valuation Date; or
 - (bb) the market or exchange price in the Termination Currency of any equivalent Eligible Margin Assets other than cash on the Last Valuation Date.
- (e) **“Market Price”** means:
 - (aa) the market or exchange price for the relevant Transaction; and

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(bb) if market events do not allow the determination of a market or exchange price in accordance with Sub-Paragraph (aa) above, the price determined on the basis of a model for the valuation of the market or exchange value of the relevant Transactions (which considers market risks and market prospects, inter alia, taking into account asset classes, volatility and liquidity).

7.3.3 If the “**Exchange Price Approach**” is the applicable Difference Claim Valuation Method, the value of the Difference Claim shall be determined in accordance with this Number 7.3.3 by the party specified in Paragraph (1) on the Termination Date.

(1) The party entitled to value the Difference Claim is, ~~(i)~~ with respect to a Standard Agreement between (i) Eurex Clearing AG and the Clearing Member, Eurex Clearing AG and, (ii) ~~with respect to a Standard Agreement between the Clearing Member and the Non-Clearing Member or Registered Customer~~ ICM Client under the ICM-ECD Provisions, ~~respectively, the Non-Clearing Member or Registered Customer~~ the ICM Client, respectively.

(2) For the purpose of the determination of the Difference Claim:

(a) The “**Single Transaction Amount**” shall be determined with respect to each Transaction under the relevant Standard Agreement terminated as of the Termination Time and shall equal its Exchange Price as of the Termination Date.

If a price has been agreed for the Transaction which is due but has neither been paid nor been taken into account yet in the Exchange Price, the Single Transaction Amount shall be adjusted to reflect such agreed price.

When making such calculation, (i) any amount due to be paid as a primary obligation under the relevant Transaction, but unpaid as at the Opening Time (as defined in Part 3 Subpart A Number 11.3.4 and Number 11.4.3, as the case may be), and (ii) the value of any assets due to be delivered as a primary obligation under the relevant Transaction, but not delivered, as at the Opening Time (each an “**Unpaid Amount**”) shall be taken into account.

(b) “**Exchange Price**” means, in case of a Termination Date:

(aa) with respect to a Transaction, the last available Market Price for the Transaction on the Termination Date; and

(bb) with respect to an expired Redelivery Claim, as applicable:

(1) the amount in the Termination Currency of the relevant equivalent Eligible Margin Asset in form of cash on the Termination Date; or

(2) the market or exchange price in the Termination Currency of the relevant equivalent Eligible Margin Assets other than cash as of the Termination Date.

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(c) “**Aggregate Value of the Redelivery Claims**” means, with respect to a party to the relevant Standard Agreement, the sum of the Exchange Prices of the applicable number or amount of the relevant equivalent Eligible Margin Assets to which all of its expired Redelivery Claims against the other party as of the Termination Time relate.

(d) “**Market Price**” shall have the same meaning as stipulated under Number 7.3.2 Paragraph (3) (e).

7.3.4 Upon the occurrence of a Termination with respect to a Clearing Member, all Clearing Agreements to which such Clearing Member is a party shall terminate upon all Difference Claims have been paid in full in cash or otherwise been satisfied in full as determined by Eurex Clearing AG (irrespective whether or not this results from an enforcement of Margin or a use of Contributions to the Default Fund) and upon the effective release of the Contributions to the Default Fund in accordance with the Clearing Conditions.

7.4 Notification of the Markets

Eurex Clearing AG may inform the Management Board of the respective Markets, of Clearstream Banking AG and of Clearstream Banking S.A. of the occurrence of a Termination Event and may request the Management Board of the relevant Markets to exclude the Affected Clearing Member, as well as its ~~Non-Clearing Members~~ [DC Market Participants and Indirect Client Market Participants](#) and, if such Clearing Member acts as Clearing Agent, its Basic Clearing Members, from trading on the respective Market or to restrict the trading of certain Transaction Types or products (the Clearing of which is carried out by Eurex Clearing AG) for the duration of the applicable Grace Period, if any, in accordance with the rules and regulations of such Market.

7.5 Default Management Process

Eurex Clearing AG maintains a default management process (“**DMP**”) to reduce the risks following a default

- (1) by a Clearing Member or a Basic Clearing Member and the occurrence of in case of a (i) Clearing Member, a Termination Event or Insolvency Termination Event (as defined in Number 7.2.1 and 7.2.2) resulting in a Termination or (ii) a Basic Clearing Member, a Basic Clearing Member Insolvency Termination Event or Basic Clearing Member Termination Event (as defined in Part 6 Number 10.2 and 10.1) resulting in a Basic Clearing Member Termination (as defined in Part 6 Number 10.4), and, in each case, the calculation of one or more Difference Claims, as described in these Clearing Conditions; and
- (2) by an FCM Clearing Member under the FCM Clearing Conditions.

Eurex Clearing AG establishes default management committees (each a “**DMC**”) for the purpose of advising and assisting the Executive Board of Eurex Clearing AG with respect to the consequences of a Termination, a Basic Clearing Member Termination or the occurrence of an FCM Clearing Member Termination Time and all other matters specified

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in the Clearing Conditions, as further set out in this Number 7.5, and in the FCM Clearing Conditions.

Where in this Number 7.5 reference is made to:

- (1) **“Terminated Transactions”**, such reference shall refer to (i) all terminated Transactions of the Affected Clearing Member in accordance with Subpart A Number 6.3.1 of the Elementary Clearing Model Provisions, Subpart A Number 7.3.1 of the Individual Clearing Model Provisions (excluding Transactions which have been subject to a re-establishment pursuant to Subpart A Number 11 of the Individual Clearing Model Provisions), Number 11.1 of the ~~ICM for Specified Clients~~ ISA Provisions, or (ii) following a Basic Clearing Member Termination, all terminated Basic Clearing Member Transactions of the Basic Clearing Member(s) pursuant to Number 10.5 of the Basic Clearing Member Provisions for which the Affected Clearing Member acts as Clearing Agent; or
- (2) **“Terminated FCM Clearing Member Transactions”**, such reference shall refer to all FCM Clearing Member Transactions that are treated as if they are terminated in accordance with Chapter I Number 9.2.3 of the FCM Clearing Regulations.

Each Clearing Member shall appoint one of its employees as DMP-coordinator and as DMP-deputy, respectively, as a central contact for Eurex Clearing AG for all general matters relating to the default management process and register these vis-à-vis Eurex Clearing AG.

Each Clearing Member shall provide Eurex Clearing AG with a completed form as published by Eurex Clearing AG on its website (www.eurexclearing.com) in which the relevant Clearing Member provides an overview on its trading capabilities with respect to all bonds underlying Repo Transactions (**“Bonds Trading Sheet”**). Each Clearing Member shall provide Eurex Clearing AG with a new Bonds Trading Sheet whenever any of the determinations made in the Bonds Trading Sheet changes.

7.5.1 Default Management Committees

- (1) A DMC will be established in accordance with the DMC Rules (as defined in Paragraph (4)) with respect to one or more groups of (A) Transactions cleared pursuant to the Clearing Conditions and relating to one or more Transaction Types or parts thereof and/or (B) FCM Clearing Member Transactions and relating to one or more types of transactions that are offered by Eurex Clearing AG for a clearing under the FCM Clearing Conditions or parts thereof, as determined and published in accordance with Number 16.1 (ii) by Eurex Clearing AG (each a **“Liquidation Group”**). Each DMC constitutes an internal advisory committee of Eurex Clearing AG (but not an independent legal person) and its members are subject to Eurex Clearing AG’s direction rights.
- (2) Eurex Clearing AG has the right to convene a meeting of one or more DMCs upon the occurrence of a Termination Event, Insolvency Termination Event or Basic

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Clearing Member Termination, an FCM Clearing Conditions Termination Event or an FCM Clearing Conditions Insolvency Termination Event for Default Simulations or to obtain advice on any DMC Matters as deemed appropriate by Eurex Clearing AG. Eurex Clearing AG may convene a DMC with respect to the following matters (the “**DMC Matters**”):

- (a) the establishment of DM Hedging Transactions pursuant to Number 7.5.2, including the selection of the relevant counterparties and the relevant hedging terms and strategy, and the assistance in the execution of DM Hedging Transactions;
- (b) the holding of one or more DM Auctions pursuant to Number 7.5.3, including the timing, the procedures and the terms and conditions of a DM Auction;
- (c) the establishment of Transactions or FCM Clearing Member Transactions by way of independent trades pursuant to Number 7.5.3; and
- (d) any further matters relating to the consequences and risks of a Termination Event, an Insolvency Termination Event, a Basic Clearing Member Termination, an FCM Clearing Conditions Termination Event or an FCM Clearing Conditions Insolvency Termination Event.

If there is at least (i) one OTC Interest Rate Derivative Transaction (as defined in Chapter VIII Part 2 Number 2.1.1) or one OTC Currency Transaction (as defined in Chapter VIII Part 1 Paragraph (1)) among the Terminated Transactions or (ii) one Interest Rate Derivative Transaction among the Terminated FCM Clearing Member Transactions, Eurex Clearing AG shall, subject to Number 2.4.4 Paragraph (6) of the DMC Rules in any event convene a DMC Meeting (as defined in the DMC Rules) for such DMC that has been established with respect to the Liquidation Group to which such OTC Interest Rate Derivative Transaction, OTC Currency Transaction or Interest Rate Derivative Transaction belongs.

- (3) Each DMC will advise and make proposals to Eurex Clearing AG with respect to the relevant DMC Matters. Eurex Clearing AG shall at all times maintain the ultimate decision on whether and under what terms and conditions the DMC proposals are implemented or not. Eurex Clearing AG will inform the BaFin if the Executive Board of Eurex Clearing AG decides not to follow the advice of a DMC.
- (4) Each DMC is governed by the rules set forth in the default management committees rules (the “**DMC Rules**”), as published by Eurex Clearing AG on its website www.eurexclearing.com. The DMC Rules form part of these Clearing Conditions.
- (5) The members of a DMC (the “**DMC Members**”) and the deputies of such DMC Members (the “**DMC Deputies**”) are appointed in accordance with the DMC Rules. Unless otherwise provided for in the DMC Rules, DMC Members and DMC Deputies are employees of a Clearing Member or an FCM Clearing Member, respectively, but act under a mandate (*Auftrag*) of Eurex Clearing AG during the meetings of the relevant DMC.

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- (6) Whenever a DMC Member or its DMC Deputy assists Eurex Clearing AG in the execution of DM Hedging Transactions or other legal declarations, such DMC Member or DMC Deputy must act as messenger (*Bote*) and shall not have the rights of, or be deemed to be, an attorney in fact (*Stellvertreter*) of Eurex Clearing AG.
- (7) Each Clearing Member is obliged to sign an agreement for the participation in a Default Management Committee in form and substance satisfactory to Eurex Clearing AG within one month of its selection as Participating DMC Member Institution (as defined in the DMC Rules) by Eurex Clearing AG in accordance with the DMC Rules.
- (8) Eurex Clearing AG will inform each Clearing Member selected as Participating DMC Member Institution at least three months prior to the establishment of the relevant DMC. Participating DMC Member Institutions shall comply with the duties and responsibilities set out in Number 7.5.1 and the DMC Rules.

7.5.2 DM Hedging Transactions

At any time after the Termination Time or the Basic Clearing Member Termination Time or the FCM Clearing Member Termination Time, Eurex Clearing AG may in its discretion enter into transactions with respect to claims or obligations under Transactions or FCM Clearing Member Transactions in order to hedge the effects of the Terminated Transactions or Terminated FCM Clearing Member Transactions (the “**DM Hedging Transactions**” and each a “**DM Hedging Transaction**”). DM Hedging Transactions may be of any Transaction Type that is offered by Eurex Clearing AG for a Clearing under the Clearing Conditions or any transaction type that are offered by Eurex Clearing AG for a clearing under the FCM Clearing Conditions. The costs and expenses incurred in connection with the entering into DM Hedging Transactions are herein referred to as “**DM Hedging Transaction Costs**”. The foregoing does not restrict the right of Eurex Clearing AG to enter into hedging or replacement transactions in the normal course of its business.

7.5.3 Establishment of Transactions by way of independent trades or by conducting DM Auctions

- (1) At any time after the Termination Time, the Basic Clearing Member Termination Time or the FCM Clearing Member Termination Time, Eurex Clearing AG may in its discretion, take the following measures:
 - (i) Enter into independent trades to (a) establish new Transactions or new FCM Clearing Member Transactions equivalent (except, as relevant, for the governing law) to Terminated Transactions or Terminated FCM Clearing Member Transactions and/or new Transactions or new FCM Clearing Member Transactions reciprocal (except, as relevant, for the governing law) to DM Hedging Transactions, and (b) buy or sell Securities underlying the Terminated Transactions or Terminated FCM Clearing Member Transactions and which are required to enter into new Transactions or FCM Clearing Member Transactions,

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as deemed appropriate by Eurex Clearing AG in consultation with the relevant DMC(s).

- (ii) If it is deemed appropriate by Eurex Clearing AG in consultation with the relevant DMC(s), Eurex Clearing AG may conduct one or more auctions with respect to one or several Liquidation Groups (in whole or in part the “**DM Auctions**” or each a “**DM Auction**”) to establish (i) new Transactions specified by Eurex Clearing AG which are – taken as a whole – equivalent to Terminated Transactions or equivalent (except for the governing law) to Terminated FCM Clearing Member Transactions and/or reciprocal (except, as relevant, for the governing law) to DM Hedging Transactions or (ii) new FCM Clearing Member Transactions specified by Eurex Clearing AG which are – taken as a whole – equivalent (except for the governing law) to Terminated Transactions or equivalent to Terminated FCM Clearing Member Transactions and/or reciprocal (except, as relevant, for the governing law) to DM Hedging Transactions ((i) and (ii) collectively the “**DM Auction Transactions**” and each a “**DM Auction Transaction**”). With respect to Repo Transactions, Eurex Clearing AG may, if it is deemed appropriate by Eurex Clearing AG in consultation with the relevant DMC (s), conduct one or more auctions, to sell the bonds underlying the Repo Transactions Transactions and to establish new Transactions being reciprocal to DM Hedging Transactions (“**DM Bonds Auctions**”).

Prior to a DM Auction or a DM Bonds Auction, Eurex Clearing AG shall enter into independent trades pursuant to Paragraph (i) against the recommendation of the relevant DMC(s) only if the entering into such trades does not result in a realisation of Contributions of Non-Affected Clearing Members in accordance with Number 6.2.1 or Non-Affected FCM Clearing Members in accordance with the FCM Clearing Conditions and if the terms and conditions of the resulting Transactions or FCM Clearing Member Transactions are fixed prior to entering into the respective trades. If Eurex Clearing AG does not enter into independent trades pursuant to Paragraph (i) with respect to particular Terminated Transactions or Terminated FCM Clearing Member Transactions, one or more DM Auctions or DM Bonds Auctions shall be held with respect to such Terminated Transactions or Terminated FCM Clearing Member Transactions.

- (2) DM Auctions and DM Bonds Auctions are governed by the rules set forth in the default management auction rules, as published by Eurex Clearing AG on its website www.eurexclearing.com (the “**DM Auction Rules**”). The DM Auction Rules form part of these Clearing Conditions.
- (3) General Provisions

Unless otherwise provided in Paragraphs (4) to (6), the following provisions shall apply:

- (i) DM Auctions will be conducted with regard to one or several Auction Units.

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“Auction Unit” means one unit or several identically composed units of DM Auction Transactions of the relevant applicable Liquidation Group, as specified by Eurex Clearing AG after consultation with the relevant DMC(s).

- (ii) A Mandatory Participant shall be obliged to participate in DM Auctions in accordance with the DM Auction Rules.

“Mandatory Participant” means each Clearing Member (i) holding a Clearing Licence with respect to all DM Auction Transactions comprised in the relevant Auction Unit, (ii) having the necessary account structure to settle all DM Auction Transactions comprised in the relevant Auction Unit, (iii) with respect to which within 3 months prior to the relevant Termination, Basic Clearing Member Termination or FCM Clearing Member Termination Time at least one Transaction or at least one Basic Clearing Member Transaction of a Basic Clearing Member of such Clearing Member (acting as Clearing Agent) has been booked on a respective account, which corresponds to these Transaction Types comprised in the relevant Liquidation Group, and (iv) with respect to which no Termination Event or Insolvency Termination Event has occurred and is continuing.

The participation of FCM Clearing Members in DM Auctions is subject to the FCM Regulations.

A Clearing Member that is not a Mandatory Participant may, subject to and in accordance with the DM Auction Rules, participate in DM Auctions pursuant to Paragraph (4) that relate to OTC Interest Rate Derivative Transactions or Interest Rate Derivatives Transactions (as defined in the FCM Regulations) as a Selected Auction Participant (as defined in the FCM Default Rules) instead of an FCM Mandatory Participant (as defined in the FCM Default Rules) and on its own behalf. Such Clearing Member shall not qualify as a Mandatory Participant solely as a result of its appointment as a Selected Auction Participant. For the avoidance of doubt, the obligations that such Clearing Member may otherwise have as a Mandatory Participant shall remain unaffected.

Subject to certain restrictions as set forth in the DM Auctions Rules, (a) ~~Non-Clearing Members, Registered Customers~~ Disclosed Direct Clients and other customers of Clearing Members may participate in DM Auctions in accordance with the DM Auction Rules through their Clearing Members and (b) Basic Clearing Members may participate in DM Auctions (including through their Clearing Agents acting on their behalf) upon invitation by Eurex Clearing AG. The participation of a Basic Clearing Member in any DM Auction shall not affect the obligations of its Clearing Agent as a Mandatory Participant.

- (iii) Each Mandatory Participant is obliged to provide one or more mandatory bids for such minimum number of Auction Units specified by Eurex Clearing AG for such Mandatory Participant during a DM Auction (each a **“Mandatory Bid”**).

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(iv)A (Mandatory) Bid is only valid, if such Bid is economically reasonable (taking into account the current market conditions on the Acceptance Date), irrespective of whether Bids were submitted for all Auction Units of the respective DM Auction.

A Bid is generally economically reasonable if the relevant bidder participating in a DM Auction provides, in respect of the relevant Auction Unit, two bids on the following basis: (a) one bid for an Auction Unit based on the portfolio comprising the DM Auction Transactions and (b) one bid for an auction unit based on a portfolio comprising transactions opposite to the DM Auction Transactions, and (c) if the spread between the two Bids for the respective Auction Unit does not exceed the Maximum Spread Value. The “**Maximum Spread Value**” will be determined by Eurex Clearing AG in the Specific Terms either (i) based on the recommendation of the relevant DMC, or (ii), in case Eurex Clearing AG does not follow such recommendation, by calculating the average of all received Maximum Spread Values recommended by Mandatory Participants (Eurex Clearing AG will request such recommendations from all Mandatory Participants).

Eurex Clearing AG will not disclose to the bidders which of the two portfolios comprises the DM Auction Transactions and which comprises the opposite transactions. The binding Bid only relates to the Auction Unit.

Bids which are not valid are deemed not to have been provided and will not be accepted by Eurex Clearing AG.

- (v) Each Mandatory Participant that does not submit a valid Mandatory Bid for an Auction Unit (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) during such DM Auction, is with respect to the relevant Liquidation Group, to which the DM Auction relates, a “**CM Non-Bidding Participant**”. A CM Non-Bidding Participant shall be subject to the following contractual penalty which shall be paid in accordance with Number 1.4.1:
- (a) the CM Non-Bidding Participant shall, subject to a Residual Settlement pursuant to (d), pay to Eurex Clearing AG, in accordance with instructions received from Eurex Clearing AG, an amount which shall be calculated by Eurex Clearing AG as follows: the fraction of (i) the number of the Auction Units for which the CM Non-Bidding Participant has not submitted a valid Mandatory Bid in such DM Auction (numerator) and (ii) the total number of Auction Units offered in such DM Auction (denominator), such fraction, multiplied by 100 and further multiplied by EUR 500,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG), but subject to a maximum aggregate amount of EUR 5,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) per DM Auction; any amount received by Eurex Clearing AG under this paragraph (a) shall be added to, and forthwith be part of, the Dedicated Amount of Eurex Clearing AG in accordance with Number 6.1.3; and

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- (b) if, following a Realisation Event in relation to the relevant Affected Clearing Member (but not with respect to any other Realisation Event) the Contributions of the Non-Affected Clearing Members to the Default Fund are realised, the Contributions of the CM Non-Bidding Participant (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) shall in such DM Auction, in accordance with Number 6.2.1, be realised prior to the Contributions of the other Non-Affected Clearing Members to the Default Fund; and
- (c) if during the DM Auction only some (but not all) Auction Units have been successfully auctioned in accordance with the DM Auction Rules (each Auction Unit which has not been so auctioned a “**Residual Auction Unit**”), the CM Non-Bidding Participant shall (i) pay to Eurex Clearing AG on the relevant due dates of the relevant DM Auction Transactions the amounts (subject to a maximum aggregate amount of EUR 1,000,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) per DM Auction) equal to the Pro Rata Share (as defined below) of the exposure of Eurex Clearing AG as at the relevant due date to such Residual Auction Units (for which the CM Non-Bidding Participant failed to provide a valid Mandatory Bid) and (ii) provide collateral to Eurex Clearing AG for its obligations arising under (i) above, where Number 3 shall apply *mutatis mutandis* to the collateral.

If paragraph (c) applies, the CM Non-Bidding Participant shall have no obligation pursuant to paragraph (a).

The “**Pro Rata Share**” of a CM Non-Bidding Participant shall be the ratio of (A) the Residual Auction Units for which the CM Non-Bidding Participant failed to provide a valid Mandatory Bid in the relevant DM Auction and (B) the total number of valid Mandatory Bids which all CM Non-Bidding Participants failed to provide in the relevant DM Auction.

- (d) Residual Settlement
- (aa) Eurex Clearing AG shall offer to each CM Non-Bidding Participant to enter with it into its respective Pro Rata Share of the DM Auction Transactions of the relevant Residual Auction Units without undue delay after the DM Auction, at its Pro Rata Share of the highest Auction Price (as defined in the DM Auction Rules) for any Auction Unit that was accepted by Eurex Clearing AG for an Auction Unit in the respective DM Auction (the “**Residual Auction Unit Price**”).
- (bb) Thereafter Eurex Clearing AG may offer any Residual Auction Units outstanding at the time of such offer to each CM Non-Bidding Participant at a price determined by Eurex Clearing AG on the basis of the then prevailing market conditions.

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(cc) If a CM Non-Bidding Participant accepts any offer under (aa) or (bb) (each a “**Residual Settlement**”), no contractual penalty pursuant to paragraph (a) and (c) above shall be payable by such CM Non-Bidding Participant, provided that any contractual penalty pursuant to paragraph (a) and (c) above which has already been received by Eurex Clearing AG from such CM Non-Bidding Participant shall not be re-paid by Eurex Clearing AG. If the Residual Settlement results in a split of the relevant DM Auction Transactions in accordance with the relevant Pro Rata Share of any CM Non-Bidding Participant, Eurex Clearing AG shall, in its reasonable discretion, be entitled to allocate rumps to CM Non-Bidding Participants as part of a Residual Settlement.

Each CM Non-Bidding Participant is required to take all such steps, to make all further statements and to comply with all such formalities as may be reasonably required or desirable to perfect or more fully evidence the Residual Settlement made.

- (vi) If the applicable Auction Format (as defined in the DM Auction Rules) is “**Multi Unit – Pay as you bid**” or “**Single Unit – Pay as you bid**” in accordance with the DM Auction Rules, Eurex Clearing AG shall, with respect to any particular Auction Unit, be obliged to accept the highest valid Bid.
- (vii) Before Eurex Clearing AG may terminate any Transaction in accordance with Number 7.5.4, Eurex Clearing AG shall ask all Mandatory Participants to provide offers for some or all DM Auction Transactions comprised in the Auction Units.

(4) Special provisions relating to OTC Interest Rate Derivative Transactions, Interest Rate Derivatives Transactions and OTC Currency Transactions

If the relevant DM Auction Transactions qualify as (i) Terminated Transactions that are OTC Interest Rate Derivative Transactions or OTC Currency Transactions or (ii) Terminated FCM Clearing Member Transactions that are Interest Rate Derivatives Transactions, the following shall apply:

- (i) If the relevant DM Auction Transactions qualify as OTC Interest Rate Derivative Transactions or as Interest Rate Derivative Transactions, DM Auctions will be conducted with respect to one Auction Unit per currency in which the relevant OTC Interest Rate Derivative Transactions or the relevant Interest Rate Derivative Transactions are denominated; each Auction Unit will generally consist of all DM Auction Transactions denominated in the same currency. If the relevant DM Auction Transactions qualify as OTC Currency Transactions, DM Auctions will be conducted with respect to one Auction Unit per Currency Pair applicable to the relevant OTC Currency Transactions; each Auction Unit will generally consist of all DM Auction Transactions to which the same Currency Pair applies.

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- (ii) Each Mandatory Participant is obliged to submit one Mandatory Bid for the respective Auction Unit with respect to all currencies such Mandatory Participant holds a Clearing Licence for, subject to the DM Auction Rules.

Eurex Clearing AG will classify the Mandatory Bids into one of the following categories:

- (a) The Mandatory Bid qualifies as “**Sufficient Bid**”, if the difference between such Mandatory Bid and the winning Bid with respect to the relevant Auction Unit (the “**Sufficient Bid Threshold**”) is equal to or smaller than the product of (i) 0.5 and (ii) the Initial Margin requirement for all OTC Interest Rate Derivative Transactions or all OTC Currency Transactions, as applicable, in the relevant Auction Unit (the “**Auction Unit Margin Amount**”).
- (b) The Mandatory Bid qualifies as “**Insufficient Bid**”, if the difference between such Mandatory Bid and the winning Bid with respect to the relevant Auction Unit (the “**Insufficient Bid Threshold**”) is larger than the product of (i) 1.5 and (ii) the Auction Unit Margin Amount.
- (c) The Mandatory Bid qualifies as “**Medium Bid**”, if the difference between such Mandatory Bid and the winning Bid with respect to the relevant Auction Unit is (i) larger than the Sufficient Bid Threshold and (ii) equal to or smaller than the Insufficient Bid Threshold.
- (iii) Each Mandatory Participant that does not submit a Sufficient Bid for the relevant Auction Unit in accordance with the DM Auction Rules during the relevant DM Auction shall be subject to the following contractual penalty:
- (a) If the Mandatory Participant submits an Insufficient Bid and if, following a Realisation Event in relation to the relevant Affected Clearing Member or the relevant Affected FCM Clearing Member (but not with respect to any other Realisation Event), Contributions of Non-Affected Clearing Members and/or Non-Affected FCM Clearing Members are realised, the Contributions with respect to the relevant Liquidation Group of all Mandatory Participants (in respect of all their capacities as Clearing Members and Clearing Agents, as applicable) and all FCM Mandatory Participants submitting at least one Insufficient Bid shall be realised (in accordance with Number 6.2.1) prior to the Contributions of the other Non-Affected Clearing Members and Non-Affected FCM Clearing Members.
- (b) If the Mandatory Participant submits a Medium Bid and if, following a Realisation Event with respect to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), Contributions of Non-Affected Clearing Members and/or Non-Affected FCM Clearing Members are realised, the Contributions with respect to the relevant Liquidation Group of all Mandatory Participants (in respect of all their capacities as Clearing Members and Clearing Agents, as applicable) and all FCM Mandatory Participants submitting a Medium Bid shall in such DM Auction,

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in accordance with Number 6.2.1, be realised prior to the Contributions of the other Non-Affected Clearing Members and Non-Affected FCM Clearing Members, but simultaneously with the Contributions of those Mandatory Participants and those FCM Mandatory Participants that have submitted Insufficient Bids in such DM Auction, up to an amount which shall be calculated by Eurex Clearing AG as follows: the difference between (i) the winning Bid minus the product of 0.5 and the Auction Unit Margin Amount and (ii) the respective Medium Bid, such difference divided by the Auction Unit Margin Amount and subsequently multiplied by the relevant Mandatory Participant's (or FCM Mandatory Participant's, as relevant) Contributions. Any remainder of the Contributions of the Mandatory Participant submitting a Medium Bid shall be considered as Contributions of a Non-Affected Clearing Member.

- (iv) If a Mandatory Participant does not submit a Mandatory Bid for any relevant Auction Unit in accordance with the DM Auction Rules during such DM Auction (a **“Chapter VIII Product Non-Bidding Participant”**), the Chapter VIII Product Non-Bidding Participant shall pay to Eurex Clearing AG, in accordance with Number 1.4.1, an amount which shall be calculated by Eurex Clearing AG as follows: the fraction of (i) the Chapter VIII Product Non-Bidding Participant's Contributions (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) with respect to the Relevant Liquidation Group and in the relevant currency (numerator) and (ii) the aggregate sum of all Contributions with respect to the Relevant Liquidation Group and in the relevant currency (denominator), such fraction, multiplied by 100 and further multiplied by EUR 500,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG), but subject to a maximum aggregate amount of EUR 5,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) per DM Auction. If, upon the occurrence of a Realisation Event, any Contributions of the Chapter VIII Product Non-Bidding Participant are realised, the amount calculated in accordance with the preceding sentence shall be reduced by the sum of the realised Contributions (but shall in no case be a negative amount). The provisions under Number 6.2.1 (5) and (6) (7) and (8) shall apply *mutatis mutandis* with respect to the Contributions to the Default Fund of the relevant Chapter VIII Product Non-Bidding Participant. Any amount received by Eurex Clearing AG from the relevant Chapter VIII Product Non-Bidding Participant shall be added to, and forthwith be part of, the Dedicated Amount of Eurex Clearing AG in accordance with Number 6.1.3.
- (v) The provisions under Number 7.5.3 (6) (i) and (ii) (4) (iii) above shall apply *mutatis mutandis* in relation to the realisation of the Further Contributions of the Mandatory Participant submitting an Insufficient Bid or a Medium Bid. The provisions under Number 6.2.1 (9), (10) and (11) shall apply *mutatis mutandis* with respect to the Chapter VIII Product Non-Bidding Participants.

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(vi) Each (Mandatory) Bid is generally valid, and the highest valid Bid shall be accepted by Eurex Clearing AG as the winning Bid with respect to each Auction Unit.

(5) Special provisions relating to Repo Transactions, under which the Affected Clearing Member acted as Cash Taker

(i) With respect to terminated Repo Transactions under which the Affected Clearing Member acted as Cash Taker, Eurex Clearing AG may conduct DM Bonds Auctions with respect to bonds underlying these Transactions, if Eurex Clearing AG could not sell the relevant bonds via independent trades.

(ii) The DM Bonds Auctions will generally be conducted separately for all bonds with the same ISIN underlying all terminated [Eurex](#) Repo Transactions within the relevant Liquidation Group and with respect to one or several Bonds Auction Unit(s). In individual cases, Eurex Clearing AG is entitled to combine bonds with different ISINs in the same DM Bonds Auction after consultation of the relevant DMC. "Bonds Auction Units" means, with respect to DM Bonds Auctions, one unit or several identically composed units of the relevant bonds underlying the terminated Repo Transactions, and the Transactions being reciprocal to DM Hedging Transactions as specified by Eurex Clearing AG after consultation with the relevant DMC.

(iii) A Bonds Mandatory Participant shall be obliged to participate in DM Bonds Auctions in accordance with the DM Auction Rules.

A Clearing Member qualifies as "**Bonds Mandatory Participant**" with respect to the relevant DM Bonds Auction, if (i) it holds a Clearing License for Repo Transactions, (ii) within 3 months prior to the relevant Termination or Basic Clearing Member Termination at least one Repo Transaction with an underlying bond which falls under the same Bonds Cluster as the bond auctioned in the relevant DM Bonds Auction (x) has been booked on a respective account, or (y) has been booked as a Basic Clearing Member Transaction of a Basic Clearing Member of such Clearing Member (acting as Clearing Agent) on a respective account, and (iii) with respect to which no Termination Event or Insolvency Termination Event has occurred and is continuing.

A Clearing Member which only entered into GC Pooling Transactions, under which it only acted as Cash Provider, shall only be obliged to participate as Bonds Mandatory Participant in the relevant DM Bonds Auction with respect to bonds for which the relevant Clearing Member determined its trading capacities in the Bonds Trading Sheet.

A Bonds Mandatory Participant is not required to participate in a DM Bonds Auction, if the Clearing Member's chief compliance officer proves to Eurex Clearing AG that a participation in the relevant DM Bonds Auction cannot be reasonably expected for compliance reasons.

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Eurex Clearing AG assigns each bond underlying a Repo Transaction to a group of bonds predefined by Eurex Clearing (each a “**Bonds Cluster**”).

- (iv) Each Bonds Mandatory Participant is obliged to provide one or more Mandatory Bids for such minimum number of Bonds Auction Units specified by Eurex Clearing AG for such Bonds Mandatory Participant with respect to the relevant DM Bonds Auction. Such minimum number of Bonds Auction Units shall be determined on the basis of the Additional Margin requirement of the relevant Bonds Mandatory Participant in the relevant Bonds Cluster within the last 3 months prior to the relevant Termination or Basic Clearing Member Termination in relation to the Additional Margin requirement of all other Bonds Mandatory Participants in such Bonds Cluster.
- (v) If a Bonds Mandatory Participant submits a Mandatory Bid for a DM Bonds Auction which is below the Reference Price, Eurex Clearing AG may, subject to the following restrictions and following a Realisation Event in relation to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), realise the Contributions to the Default Fund of such Clearing Member prior to the Contributions to the Default Fund of the other Non-Affected Clearing Members.

“**Reference Price**” with respect to a Bonds Auction means the Average Price minus the product of (i) the Average Price and (ii) 0.5 and (iii) the Risk Parameter applicable to the relevant bond underlying the relevant Bonds Auction Unit. In individual cases, Eurex Clearing AG is entitled to adjust the multiplier of 0.5 after consultation of the relevant DMC.

“**Average Price**” means with respect to the relevant Bonds Auction Unit the fraction of (i) the sum of all Bonds Auction Prices accepted by Eurex Clearing AG within this DM Bonds Auction and (ii) the number of all Bonds Auction Units for which Eurex Clearing AG accepted bids within such DM Bonds Auction. “**Bonds Auction Price**” means the product of (i) the price accepted by Eurex Clearing AG for the relevant Bonds Auction Unit and (ii) the number of Bonds Auction Units for which Eurex Clearing AG accepted such price.

“**Risk Parameter**” means with respect to the bond underlying the relevant Bonds Auction Unit the fraction of (i) the Additional Margin requirement for such Bonds Auction Unit and (ii) the product of (a) the Nominal Size of the Bonds Auction Unit and (b) the last available settlement price of the bond underlying the relevant Bonds Auction Unit.

For each (Mandatory) Bid submitted by a Bonds Mandatory Participant under any DM Bonds Auctions which is not below the relevant Reference Price, such Bonds Mandatory Participant receives a credit (“**Credit**”). For each Mandatory Bid submitted by a Bonds Mandatory Participant under any DM Bonds Auctions which is below the relevant Reference Price, such Bonds Mandatory Participant receives a debit (“**Debit**”). Each Credit is calculated with respect to the relevant Mandatory Bid as the product of (i) 0.25 and (ii) the Additional Margin

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requirement with respect to the relevant Bonds Auction Unit. The Bonds Mandatory Participant also receives a Credit in case it has purchased the relevant bonds from Eurex Clearing AG via independent trades; such Credit is calculated as the product of (i) a number between 0.01 and 0.1 as determined by Eurex Clearing AG in the individual case after consultation with the relevant DMC and (ii) the Additional Margin requirement with respect to the relevant Bonds Auction Unit. Each Debit is calculated with respect to the relevant Mandatory Bid as the product of (i) 0.5 and (ii) the Additional Margin requirement with respect to the relevant Bonds Auction Unit. In individual cases, Eurex Clearing AG is entitled to adjust the multiplier after consultation of the relevant DMC.

If, following a Realisation Event with respect to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), the Contributions to the Default Fund of the Non-Affected Clearing Members are realised, parts of the Contributions to the Default Fund of the Mandatory Participants whose Debits exceed the Credits shall be realised prior to the Contributions to the Default Fund of the other Non-Affected Clearing Members.

The amount of the Contributions to the Default Fund of the Bonds Mandatory Participant, which shall be realised prior to the Contributions to the Default Fund of the other Non-Affected Clearing Members, shall be calculated as follows: the product of (i) the fraction of (a) the sum of all Credits minus the sum of all Debits and Non-Bidding Debits and (b) the sum of the Additional Margin requirements for all Bonds Auction Units, for which the Bonds Mandatory Participant has submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted (but failed to submit) a Mandatory Bid and (ii) the parts of the Contributions to the Default Fund of the Bonds Mandatory Participant which is allocated to the Liquidation Group comprising the Repo Transactions.

For each Mandatory Bid the Bonds Mandatory Participant did not submit, the Bonds Mandatory Participant receives a debit ("**Non-Bidding Debit**"), which corresponds to the Additional Margin requirement for the relevant Bonds Auction Unit.

- (vi) If a Bonds Mandatory Participant does not submit a Mandatory Bid for any Bonds Auction Unit in accordance with the DM Auction Rules during such DM Auction ("**Bonds Non-Bidding Participant**") and Contributions to the Default Fund of Non-Affected Clearing Members are realised, the Bonds-Non-Bidding Participant shall pay to Eurex Clearing AG in accordance with Number 1.4.1, an amount which shall be calculated by Eurex Clearing AG as follows: the lower amount of either (I) the product of (i) the fraction of (a) the sum of the Additional Margin requirements for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant did not submit a Mandatory Bid, and (b) the sum of the Additional Margin requirement for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted (but failed to submit) a Mandatory Bid and (ii) EUR 5,000,000, or

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(II) the sum of the Additional Margin requirement for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted (but failed to submit) a Mandatory Bid. Such amount is limited to a maximum aggregate amount of EUR 5,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) with respect to the relevant Liquidation Group.

Any amount received by Eurex Clearing AG from the relevant Bonds Non-Bidding Participant shall be added to, and forthwith be part of, the Dedicated Amount of Eurex Clearing AG in accordance with Number 6.1.3.

If, upon the occurrence of a Realisation Event, any Contributions to the Default Fund of the Bonds Non-Bidding Participant are realised, the amount calculated in accordance with this provision shall be reduced by the sum of the realised Contributions (but shall in no case be a negative amount).

- (vii) Each (Mandatory) Bid is generally valid, and the highest valid Bid shall be accepted by Eurex Clearing AG as the winning Bid with respect to each Auction Unit.
- (6) Special provisions relating to FWB Transactions, under which the Affected Clearing Member acted as seller, and Repo Transactions, under which the Affected Clearing Member acted as Cash Provider:
- (i) With respect to terminated FWB Transactions under which the Affected Clearing Member acted as seller, and with respect to terminated Repo Transactions under which the Affected Clearing Member acted as Cash Provider, Eurex Clearing AG shall purchase bonds and securities (as applicable) underlying these Transactions via independent trades.
 - (ii) Eurex Clearing AG will determine for each bond and security (as applicable) a Maximum Price, which it is willing to pay in an independent trade. “**Maximum Price**” means the lower amount of either (I) the sum of (i) the last settlement price for the relevant bond or security (as applicable) on the preceding Business Day and (ii) the product of (a) 0.5 and (b) the relevant Risk Parameter for the relevant bond or security (as applicable), or (II) the sum of (i) the last settlement price for the relevant bond or security (as applicable) on the Business Day immediately preceding the Termination Date and (ii) the product of (a) 1.1 and (b) the relevant Risk Parameter for the relevant bond or security (as applicable). In individual cases, Eurex Clearing AG is entitled to adjust the relevant multiplier of 0.5 or 1.1 after consultation of the relevant DMC.
 - (iii) If Eurex Clearing AG is not able to purchase a bond or a security (as applicable) via independent trades, Eurex Clearing AG is entitled to determine a cash settlement regarding such bond or security (as applicable) with respect to one or more other Clearing Member(s), to which the relevant bond or

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security (as applicable) shall be delivered under a Eurex Bond Transaction, a Repo Transaction, or a FWB Transaction.

The cash settlement amount is the product of (i) the relevant Maximum Price and (ii) the relevant number of bonds or securities (as applicable) which were not delivered under the relevant Repo Transaction, or FWB Transaction due to the cash settlement. If there is more than one Clearing Member to which the relevant bond or security (as applicable) shall be delivered under a Eurex Bond Transaction, a Repo Transaction or a FWB Transaction, the relevant cash settlement shall be performed between such Clearing Members on a pro rata basis.

Upon determination of the cash settlement, the claims of the relevant Clearing Member against Eurex Clearing AG for the delivery of the owed bonds or securities (as applicable) expire with debt-discharging effect to the extent equalling the number of bonds or securities (as applicable) owed and not delivered by Eurex Clearing AG to the relevant Clearing Member. Eurex Clearing AG shall instead pay the cash settlement amount to the relevant Clearing Member or set off such amount with payment claims Eurex Clearing AG may have against the relevant Clearing Member.

7.5.4 Cash Settlement of a Liquidation Group

(1) Cash Settlement of Liquidation Group Transactions

If at any time following the occurrence of a Realisation Event Eurex Clearing AG determines a Liquidation Group Deficiency with respect to the Relevant Liquidation Group, Eurex Clearing AG may terminate and settle in cash all (but not only some) Transactions of such Relevant Liquidation Group (each a "**Liquidation Group Transaction**") with all Non-Affected Clearing Members and/or Basic Clearing Members by giving a notice to such Clearing Members specifying the date and time on which the termination shall become effective ("**Liquidation Group Cash Settlement Date**") and "**Liquidation Group Cash Settlement Time**"). At the same time, Eurex Clearing AG will suspend the Clearing with respect to all Transaction Types which are comprised in such Relevant Liquidation Group and will inform the respective Markets accordingly.

A "**Liquidation Group Deficiency**" shall occur with respect to a Relevant Liquidation Group, if Eurex Clearing AG determines on the basis of its valuation models for the Terminated Transactions falling within the Relevant Liquidation Group that all Contributions and Further Contributions to the Default Fund would not be sufficient to settle all Default Fund Secured Claims relating to such Relevant Liquidation Group as of the time of determination by Eurex Clearing AG.

(2) Consequences of Cash Settlement of a Liquidation Group

If a Liquidation Group Cash Settlement Time has occurred with respect to the Relevant Liquidation Group, the following provisions shall apply:

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All current and future primary obligations (including payment and delivery obligations) of each party under the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member or the Basic Clearing Member, as relevant, arising from any Liquidation Group Transactions and all Redelivery Claims relating to the Variation Margin with respect to such Liquidation Group Transactions shall expire (*auflösende Bedingung*) as of the Liquidation Group Cash Settlement Time and shall no longer be required to be performed by the relevant obligor. Further, all due but unsatisfied obligations to deliver Variation Margin under the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member or the Basic Clearing Member, as relevant, with respect to Liquidation Group Transactions shall expire (*auflösende Bedingung*) as of the Liquidation Group Cash Settlement Time. The expiration affects all claims arising from the Liquidation Group Transactions independently of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the Liquidation Group Difference Claim (as defined in Number 7.5.4 Paragraph (3) below).

(3) **Liquidation Group Difference Claim**

With regard to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member or the Basic Clearing Member, as relevant, the difference claim related to the Relevant Liquidation Group which was created by the signing of the relevant Clearing Agreement shall become unconditional and immediately due in the Termination Currency (as defined in Number 7.3.2) from one party to the relevant Standard Agreement to the respective other party as of the end of the Liquidation Group Cash Settlement Date (each such claim shall be a "**Liquidation Group Difference Claim**").

The Liquidation Group Difference Claim shall be determined by Eurex Clearing AG on the Liquidation Group Cash Settlement Date for each Standard Agreement by way of combining (*saldieren*) the Single Valuation Prices of all terminated Liquidation Group Transactions under such Standard Agreement and the Aggregate Value of the Redelivery Claims relating to the Variation Margin for all such terminated Liquidation Group Transactions under such Standard Agreement. "**Single Valuation Price**" shall mean with respect to the relevant Liquidation Group Transaction the last available settlement price as determined by Eurex Clearing AG.

The final amount of the Liquidation Group Difference Claim resulting from such combination shall (i), if it is a positive figure for Eurex Clearing AG, be owed to it by the relevant Clearing Member or the Basic Clearing Member, as relevant, or (ii), if it is a negative figure for Eurex Clearing AG, be owed by it to the Clearing Member or the Basic Clearing Member, as relevant.

Eurex Clearing AG shall notify the value of the Liquidation Group Difference Claim determined by it to the Clearing Member or the relevant Basic Clearing Member (and its Clearing Agent) and, where applicable, to the Clearing Member's ICM Clients as

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soon as reasonably practicable, together with reasonable detail regarding the data and information forming the basis of the determination.

(4) **Payment of Liquidation Group Difference Claim**

Such party to the relevant Standard Agreement which is the obligor of the Liquidation Group Difference Claim shall be obliged to pay the determined amount to the other party as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount.

7.5.5 **Default Simulations**

Eurex Clearing AG will arrange for at least one and no more than three default simulations per year to ensure the best practicable level of preparation for any default of a Clearing Member, Basic Clearing Member or FCM Clearing Member (the “**Default Simulation**”) and the Clearing Members and Basic Clearing Members shall support Eurex Clearing AG in carrying out any such Default Simulation.

Upon request of Eurex Clearing AG, each Clearing Member shall in the course of such Default Simulations act as potential counterparty for a simulated DM Hedging Transaction and shall support any simulated DM Auction, as further described in Number 7.5.3, with respect to the Liquidation Groups that such Clearing Member is active in.

8 **Change of Clearing Member and Clearing Model Change**

This Number 8 does not apply in respect of any Basic Clearing Member Transaction and any Basic Clearing Member Standard Agreement.

8.1 **Change of Clearing Member**

A ~~Non-Clearing Member or Registered Customer may effect a change of its~~ Clearing Member (“**Current Clearing Member**”) may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to another Clearing Member (the “**New Clearing Member**”). Such exchange of Clearing Members can be made with respect to one or more Transaction Types as specified in an agreement ~~to be concluded between itself, a new Clearing Member (“**New Clearing Member**”) and Eurex Clearing AG~~ in the form published by Eurex Clearing AG on its websites (www.eurexclearing.com) (the “**Clearer Change Agreement**”), ~~subject to the prior conclusion of a Clearing Agreement between itself, Eurex Clearing AG and the New Clearing Member. Whenever~~. If the DC-Related Transactions relate to a Disclosed Direct Client other than an ICM Client, the Clearer Change Agreement shall be concluded between the Current Clearing Member, the New Clearing Member and ~~the Non-Clearing Member/Registered Customer enter into such Clearer Change Agreement, the following conditions under this Number 8.1 shall apply. Terms used in this Number 8.1 but not defined in the Clearing Conditions shall have the meaning given to them in~~ Eurex Clearing AG, subject to the prior conclusion of a Clearing Agreement between Eurex Clearing AG and the New Clearing Member. If the DC-Related Transactions relate to an ICM Client, the Clearer Change Agreement shall be

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concluded between the Current Clearing Member, the New Clearing Member, the ICM Client and Eurex Clearing AG, subject to the prior conclusion of a Clearing Agreement pursuant to Appendix 3 or Appendix 4 between Eurex Clearing AG, the New Clearing Member and the ICM Client. Whenever such Clearer Change Agreement is entered into, the following provisions of this Number 8.1 shall apply.

A change of Clearing Members pursuant to this Number 8.1 may also be initiated by the Clearing Member upon the request of any of its Indirect Client Market Participants. In such case, the provisions of this Number 8.1 shall apply *mutatis mutandis* with respect to the Transactions of the Clearing Member relating to such Indirect Client Market Participant.

8.1.1 Conditions of a Change of a Clearing Member

By entering into a Clearer Change Agreement and as per the end of the Business Day as specified therein (in this Number 8.1 ~~and the Clearer Change Agreement~~, the “**Change Date**”), the ~~Non-Clearing Member/Registered Customer changes~~ New Clearing Member replaces the Current Clearing Member ~~to the New Clearing Member vis-à-vis Eurex Clearing AG with respect to the relevant DC-Related Transactions relating to the Disclosed Direct Client~~ with effect as of the beginning of the Business Day immediately following the Change Date (~~in this Number 8.1 and the Clearer Change Agreement~~ the “**Transfer Effective Date**”) and the Current Clearing Member transfers to the New Clearing Member all its DC-Related Transactions with Eurex Clearing AG that are NCM-Related Transactions, RC-Related Transactions or Covered Transactions, as applicable, respect to such Disclosed Direct Client of the Transactions Types as specified in the Clearer Change Agreement, in each case under ~~their~~ the relevant Standard Agreement (~~in this Number 8.1 the~~ “**Respective Transactions**”), as well as the relevant (i) ~~corresponding Transactions, (ii) Corresponding Covered Transactions (as defined in Part 3 Subpart B Number 2.1.2) or (iii) Client Clearing Transactions (as defined in Part 3 Subpart C Number 2.1.2 Paragraph (2)), as applicable, (in this Number 8.1~~ “**Respective Corresponding Transactions**”), together with all (i) ~~Redelivery Claims under or allocated to the relevant Standard Agreement or (ii) Relevant Redelivery Claims (as defined in Part 3 Subpart A Number 1) that relate to the Eligible Margin Assets specified by the Non-Clearing Member/Registered Customer in a notice to Eurex Clearing AG with a copy to the other parties of the Clearer Change Agreement no later than on the Change Date (in this Number 8.1~~ “**Respective Redelivery Claims**”). However, all claims between Eurex Clearing AG and the ~~Current Clearing Member or between the Current Clearing Member and the Non-Clearing Member/Registered Customer, respectively, resulting from such Respective Transactions, Respective Corresponding Transactions and any Respective Redelivery Claims which, in each case, are due and payable but not satisfied until and including the Transfer Effective Date, shall be fulfilled under the terms of the relevant Clearing Agreement or, as applicable, the Client Clearing Agreement relating to the Clearing Agreement and shall not be transferred or amended (together with Transactions of the Current Clearing Member with Eurex Clearing AG that are NCM-Related Transactions, RC-Related Transactions or Covered Transactions, respectively, of the Transaction Types pursuant to Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse, the~~ “**Excluded Claims**” for the purpose of Number 8.1).

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(1) Any transfer of corresponding transactions between any Direct Client and the Current Clearing Member to the New Clearing Member is a matter of the arrangements between such parties.

~~8.1.2 For such purpose, the Current Clearing Member and the New Clearing Member agree to transfer by way of novation (*Novation*), except for the Excluded Claims, from the Current Clearing Member to the New Clearing Member as of the Transfer Effective Date~~

~~(1) all existing Respective Transactions between Eurex Clearing AG and the Current Clearing Member,~~

~~(2) the Current Clearing Member's claims and obligations vis-à-vis Eurex Clearing AG with respect to the Respective Redelivery Claims,~~

~~(3) the Respective Corresponding Transactions (with respect to the Respective Transactions pursuant to Paragraph (1) above), and~~

~~(4) the Current Clearing Member's claims and obligations vis-à-vis the Non-Clearing Member/Registered Customer with respect to the Respective Redelivery Claims,~~

~~(the rights, claims and obligations pursuant to Paragraph (1) and (2) together the "**Transferred Assets**" and the rights, claims and obligations pursuant to Paragraph (3) and (4) the "**Corresponding Transferred Assets**"). The Transactions resulting from the novation (*Novation*) shall not depend on the valid existence of the original Respective Transactions (*abstract novation*). Eurex Clearing AG consents to such transfers of the Transferred Assets. The Non-Clearing Member/Registered Customer acknowledges such transfers of the Transferred Assets.~~

~~8.1.3 As of the Transfer Effective Date,~~

~~(1) (i) the Current Clearing Member and Eurex Clearing AG, as well as (ii) the Current Clearing Member and the Non-Clearing Member/Registered Customer, shall be released from their obligations to each other under the Respective Transactions, Respective Corresponding Transactions and Respective Redelivery Claims, respectively, (provided that any Excluded Claims shall continue to exist in accordance with the contractual provisions applicable to the Respective Transactions, Respective Corresponding Transactions or Respective Redelivery Claims, respectively, under the relevant Clearing Agreement or, if applicable, Client Clearing Agreement, respectively);~~

~~(2) (i) Transactions and Redelivery Claims between the New Clearing Member and Eurex Clearing AG as well as Corresponding Transactions and Corresponding Redelivery Claims, (ii) Corresponding Covered Transactions and Corresponding Redelivery Claims or (iii) Client Clearing Transactions and Corresponding Redelivery Claims between the New Clearing Member and the Non-Clearing Member/Registered Customer shall be established on terms identical to the Respective Transactions, Respective Corresponding Transactions and Respective Redelivery Claims, respectively;~~

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~~(3) the Current Clearing Member will cease to have any other rights and claims against and obligations towards Eurex Clearing AG under or in connection with the Transferred Assets (except for the Excluded Claims which shall continue to exist under the contractual provisions applicable to the Respective Transactions under the relevant Clearing Agreement);~~

~~(4) The Current Clearing Member may request the release of Eligible Margin Assets in accordance with Subpart A Number 4.6 of the Elementary Clearing Model Provisions, if applicable;~~

~~(5) Eurex Clearing AG shall make corresponding records in the accounts of the Current Clearing Member and the New Clearing Member,~~

~~provided that if the Respective Corresponding Transactions and Respective Redelivery Claims are subject to a Client Clearing Agreement, the release set out in Paragraph (1) (ii) shall only apply if such release is not provided for by the Client Clearing Agreement; and if the New Clearing Member and the Non-Clearing Member/Registered Customer have entered into a New Client Clearing Agreement, the establishment of corresponding Client Clearing Transactions set out in Paragraph (2) (ii) shall only apply if such establishment is not provided for by the New Client Clearing Agreement.~~

~~(2) 8.1.4~~ The Current Clearing Member agrees to carry out, upon Eurex Clearing AG's written instructions, and at the ~~Non-Clearing Member/Registered Customer's~~ Current Clearing Member's costs all such further acts and make all further declarations which Eurex Clearing AG deems necessary to achieve a full transfer ~~of the Transferred Assets and Corresponding Transferred Assets~~ to the New Clearing Member in accordance with the Clearer Change Agreement. ~~To the extent the Individual Clearing Model Provisions under Client Clearing Documentation (ICM-CCD, as defined in Chapter 1 Part 3 Number 2) apply and the Corresponding Transferred Assets are, or, following the novation, will be, governed by English law, each of the Current Clearing Member, the New Clearing Member and the Non-Clearing Member/Registered Customer shall undertake all further actions required or expedient to give effect to Number 8.1.3.~~

~~(3) 8.1.5~~ The Current Clearing Member ~~and the Non-Clearing Member/Registered Customer agree and represent~~ agrees and represents by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that any of the existing ~~Respective Transactions and Respective Corresponding~~ Transactions that cannot be transferred to the New Clearing Member due to the New Clearing Member not being appropriately licensed pursuant to the Clearing Conditions shall be closed by inverse transactions or otherwise as of the Transfer Effective Date.

~~(4) 8.1.6~~ Following the transfer, the New Clearing-Member will be exclusively responsible for compliance with the rules of the Client Assets Sourcebook (CASS) in the Financial Conduct Authority Handbook in relation to any Respective Transactions that are ECM CASS Transactions or ISA CASS Transactions.

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8.1.48.1.2 Change of the Clearing Model under a Clearer Change

~~(1) Eurex Clearing AG, the Transferree Clearing Member and the Non-Clearing Member/Registered Customer agree that, if necessary and except for the Excluded Claims, the Respective Transactions and the Respective Corresponding Transactions shall be amended so that these Transactions shall become subject to the relevant New Clearing Model Provisions~~ new clearing model provisions (as selected with respect to the relevant Transaction Type(s) in the Clearer Change Agreement) with effect as of the Transfer Effective Date and ~~(a) the Respective Transactions shall be included in the relevant Standard Agreement between Eurex Clearing AG and the New Clearing Member established by the relevant New Clearing Agreement and (b) the Respective Corresponding Transactions shall be included in the relevant Standard Agreement between the New Clearing Member and the Non-Clearing Member/Registered Customer established by the relevant New Clearing Agreement or, if the Individual Clearing Model Provisions under ICM-CCD apply, in the relevant New Client Clearing Agreement between the New Clearing Member and the Non-Clearing Member/Registered Customer relating to the New Clearing Agreement, provided that if the New Clearing Member and the Non-Clearing Member/Registered Customer have entered into a New Client Clearing Agreement, the inclusion of the Respective Corresponding Transactions in the New Client Clearing Agreement shall only occur pursuant to this Number 8.1.7 (1) if such effect is not provided for by the New Client Clearing Agreement~~ new Clearing Agreement.

~~(2) To the extent the Individual Clearing Model Provisions under ICM-CCD apply and the Respective Corresponding Transactions are, or, following the novation, will be, governed by English law, each of the Current Clearing Member, the New Clearing Member and the Non-Clearing Member/Registered Customer shall undertake all further actions required or expedient to give effect to the amendment of the Respective Corresponding Transactions under Number 8.1.7 (1).~~

8.1.5 Margin, Redelivery Claims

~~(1) If the relevant New Clearing Agreement (to which the relevant Transferred Assets are subject following the amendments pursuant to Number 8.1.7) is an agreement pursuant to the Elementary Clearing Model Provisions, the New Clearing Member shall be obliged to provide cover for the relevant Respective Transactions to Eurex Clearing AG in respect of the Omnibus Margin and the Omnibus Variation Margin in accordance with the Elementary Clearing Model Provisions upon the Transfer Effective Date.~~

~~(2) Subject to Paragraph (4) below, if the relevant New Clearing Agreement (to which the relevant Transferred Assets are subject following the Transfer Effective Date) is an agreement pursuant to the Individual Clearing Model Provisions upon the Transfer Effective Date, immediately following the amendments pursuant to Number 8.1.7~~

~~a) the New Clearing Member shall be obliged to provide cover for the relevant Respective Transactions to Eurex Clearing AG, and~~

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~~b) the Non-Clearing Member/Registered Customer shall be obliged to provide cover for the relevant Respective Corresponding Transactions to the New Clearing Member, subject, if the Individual Clearing Model Provisions under ICM-CCD apply, to the terms of the New Client Clearing Agreement relating to the New Clearing Agreement~~

~~in respect of the Segregated Margin and the Segregated Variation Margin or, as applicable, Credit Support Margin or Credit Support Variation Margin in accordance with the Individual Clearing Model Provisions.~~

~~(3) If the agreement under the Current Clearing Model Provisions is a Clearing Agreement pursuant to the Individual Clearing Model Provisions, immediately following the Transfer Effective Date the Current Clearing Member is entitled to assert any Redelivery Claims (that are not subject to the transfer by novation set out in the Clearer Change Agreement) in respect of the Segregated Margin and the Segregated Variation Margin in accordance with the Individual Clearing Model Provisions.~~

~~(4) If and to the extent that either the Current Clearing Model Provisions are the Individual Clearing Model Provisions under ICM-CCD and the New Clearing Model Provisions are the Individual Clearing Model Provisions under Eurex Clearing AG Documentation or the Current Clearing Model Provisions are the Individual Clearing Model Provisions under Eurex Clearing AG and the New Clearing Model Provisions are the Individual Clearing Model Provisions und ICM-CCD,~~

~~(a) the Segregated Margin and Segregated Variation Margin provided by the Clearing Member to Eurex Clearing AG pursuant to the relevant Clearing Agreement shall constitute Segregated Margin and Segregated Variation Margin, respectively, pursuant to the relevant New Clearing Agreement; and~~

~~(b) if the Individual Clearing Model Provisions under ICM-CCD apply, Credit Support Margin and Credit Support Variation Margin shall be deemed to have been provided under the terms of the New Client Clearing Agreement relating to the New Clearing Agreement accordingly.~~

8.1.6 Representations

~~(1) Each of the Current Clearing Member, the New Clearing Member and the Non-Clearing Member/Registered Customer, severally, makes the representations and warranties set out in Chapter 1 Part 1 Numbers 1.1.7 and 1.7 (where each reference therein to a Clearing Agreement shall be construed as a reference to a Clearer Change Agreement).~~

~~(2) If the agreement under the Current Clearing Model Provisions is a Clearing Agreement pursuant to the Elementary Clearing Model Provisions, the Current Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that at the time it enters into the Clearer~~

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~~Change Agreement no security interest has been granted over any of its Transferred Assets.~~

- ~~(3) Moreover, if the agreement under the Current Clearing Model Provisions is a Clearing Agreement pursuant to the Individual Clearing Model Provisions, the Current Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that, as at the Transfer Effective Date, it has passed on all cash amounts, securities and any other assets received from the Non-Clearing Member/Registered Customer or, as the case may be, Eurex Clearing AG in accordance with Subpart A Number 9 of the Individual Clearing Model Provisions, and each of the Current Clearing Member and the Non-Clearing Member/Registered Customer, severally, but not jointly, represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that, as at the Transfer Effective Date, the Respective Transactions and the Respective Corresponding Transactions are, except as provided for in the Clearing Conditions, identical as to their terms and conditions and no security interest has been granted over any of its Transferred Assets or Corresponding Transferred Assets, as applicable.~~

~~8.1.7 Indemnification by the Non-Clearing Member/Registered Customer~~

~~Subject to any mandatory provision of German law, the Non-Clearing Member/Registered Customer shall indemnify Eurex Clearing AG against damages (*Schäden*) and losses, including properly incurred legal fees (including any applicable VAT) resulting from a non-payment or non-delivery by the Current Clearing Member with respect to any Excluded Claim, provided that no indemnification shall be made to the extent such damages or losses result from Eurex Clearing AG's gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).~~

~~8.1.8 Effectiveness of the Clearer Change~~

- ~~(1) A change of a Clearing Member shall only be effective,~~
- ~~(a) if Eurex Clearing AG has received all of the documents set out in Paragraph (2) below in form and substance satisfactory to it (provided that, where Eurex Clearing AG would be required to become a party to any such document, nothing in this Number 8.1.11 shall prejudice Eurex Clearing AG's decision whether or not to do so), and~~
 - ~~(b) subject to the condition subsequent that Eurex Clearing AG has not notified the relevant parties in writing, by e-mail or fax that the change of the Clearing Member shall not take place.~~
- ~~(2) Copies of the following documents shall be provided to Eurex Clearing AG:~~

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- ~~(a) Clearer Change Agreement in the form published by Eurex Clearing AG on the Eurex Clearing AG website (www.eurexclearing.com);~~
- ~~(b) Clearing Agreement with the New Clearing Member; and~~
- ~~(c) any other document which Eurex Clearing AG reasonably considers to be necessary or useful (if it has notified the relevant parties accordingly) in connection with such transfer,~~
- ~~duly executed, in each case, by or on behalf of all parties required to execute it.~~

8.2 Clearing Model Change (while retaining the ~~Current~~ current Clearing Member)

~~(1) By entering into a clearing model change~~ A Clearing Member may initiate a change of clearing models with respect to DC-Related Transactions. Such change can be affected with respect to one or more Transaction Types as specified in an agreement in the form published by Eurex Clearing AG on its websites (www.eurexclearing.com) (the “Clearing Model Change Agreement”) ~~as per the end of the Business Day specified therein (in this Number 8.2 and the Clearing Model Change Agreement the “Change Date”)~~ the Parties amend.

If the DC-Related Transactions relate to a Disclosed Direct Client other than an ICM Client, the Clearing Model Change Agreement shall be concluded between the Clearing Member and Eurex Clearing AG. If the DC-Related Transactions relate to an ICM Client, the Clearing Model Change Agreement shall be concluded between the Clearing Member, the ICM Client and Eurex Clearing AG. Whenever such Clearing Model Change Agreement is entered into, the following provisions of this Number 8.2 shall apply.

(1) By entering into a Clearing Model Change Agreement the parties thereto agree that, as per the end of the Business Day specified therein (in this Number 8.2 the “Change Date”) all DC-Related Transactions of the Clearing Member with Eurex Clearing AG of the Transaction Type(s) forming part of the relevant Standard Agreement, all as specified in the Clearing Model Change Agreement ~~forming part of the relevant Standard Agreement as specified in the Clearing Model Change Agreement (in this Number 8.2 the “Respective Transactions”)~~ as well as the relevant corresponding Transactions or, if and to the extent that the Current Clearing Model Provisions include the ICM-CCD, the corresponding Client Clearing Transactions, of the Clearing Member with the Non-Clearing Member/Registered Customer which are currently subject to the relevant Current Clearing Model Provisions (in this Number 8.2 the “Respective Corresponding Transactions”) so that (a) the Respective Transactions shall become subject to a new Standard Agreement under a New Clearing Agreement (provided that if, under the relevant New Clearing Agreement, the Clearing Member maintains more than one Omnibus Standard Agreement, all Respective Transactions pursuant to the Elementary Clearing Model Provisions shall become subject to the Omnibus Standard Agreement between the Clearing Member and Eurex Clearing AG that is identified in the systems of Eurex Clearing AG with the identifier as specified in the Clearing Model Change Agreement), and (b) the Respective Corresponding Transactions,

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shall become subject to a new Standard Agreement ~~between the Clearing Member and the Non-Clearing Member/Registered Customer formed by the relevant New Clearing Agreement or, if and to the extent that the ICM-CCD applies, to the relevant New Client Clearing Agreement (under a new Clearing Agreement, in each case, as selected with respect to the relevant Transaction Type(s) in the Clearing Model Change Agreement)~~ and, in each case, to the relevant New Clearing Model Provisions; and (b) if and to the extent that either (A) the Current Clearing Model Provisions include the ICM-CCD and the New Clearing Model Provisions include the Eurex Clearing AG Documentation (ICM-ECD, as defined in Chapter 1 Part 3 Number 1) or (B) the Current Clearing Model Provisions include the ICM-ECD and the New Clearing Model Provisions include the ICM-CCD – all Redelivery Claims relating to the Segregated Margin or Segregated Variation Margin (in case of an ICM Clearing Agreement pursuant to the Individual Clearing Model Provisions) between Eurex Clearing AG and the Clearing Member under their relevant Standard Agreement formed by the relevant Clearing Agreement or, if the ICM-CCD applies, relevant ICM Clearing Agreement, as well as (a) all Redelivery Claims between the Clearing Member and the Non-Clearing Member/Registered Customer relating to the Segregated Margin or Segregated Variation Margin (in case of a Clearing Agreement pursuant to the Individual Clearing Model Provisions) under their relevant Standard Agreement formed by the relevant Clearing Agreement and (b), if and to the extent that the Current Clearing Model Provisions include the ICM-CCD, all claims between the Clearing Member and the Non-Clearing Member/Registered Customer for the return of Credit Support Margin or Credit Support Variation Margin arising under the Client Clearing Agreement relating to the (ICM) Clearing Agreement (in this Number 8.2 the “**Respective Redelivery Claims**”) so that (x) the Respective Redelivery Claims between Eurex Clearing AG and the Clearing Member shall become subject to the relevant New (ICM) Clearing Agreement, respectively, and (y) the Respective Redelivery Claims between the Clearing Member and the Non-Clearing Member/Registered Customer shall become subject to the relevant New Clearing Agreement or, if and to the extent that the ICM-CCD applies, the relevant New Client Clearing Agreement, in each case with effect as of the beginning of the Business Day immediately following the Change Date (in this Number 8.2- the “**Effective Date**”).

- (2) Any change of corresponding transactions (or other rights and obligations) between any Disclosed Direct Client and the Clearing Member is a matter of the arrangements between such parties.
- (3) Amendments pursuant to Paragraph (1) and the Clearing Model Change Agreement shall, however, not take place if Eurex Clearing AG notifies the relevant parties no later than on the Change Date in writing, by e-mail or fax ~~thereof~~ thereof.
- ~~(3) (i) All Respective Redelivery Claims under the relevant Standard Agreement under the relevant Clearing Agreement and, if the ICM-CCD applies, all claims for the return of Credit Support Margin or Credit Support Variation Margin arising under the Client Clearing Agreement relating to the ICM Participation Agreement and (ii) all claims resulting from the Respective Transactions and the Respective~~

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~~Corresponding Transactions which, in each case (i) and (ii) are due and payable but not satisfied between Eurex Clearing AG and the Clearing Member or between the Clearing Member and the Non-Clearing Member/Registered Customer, respectively, until and including the Effective Date shall be fulfilled under the terms of the relevant Clearing Agreement or, as applicable, the Client Clearing Agreement relating to the ICM Clearing Agreement and shall not be amended (in this Number 8.2 the "Excluded Claims").~~

- (4) The Clearing Member will remain exclusively responsible for compliance with the rules of the Client Assets Sourcebook (CASS) in the Financial Conduct Authority Handbook in relation to any ECM CASS Transactions [or ISA CASS Transactions](#) following the amendments.

8.2.1 Margin, Redelivery Claims

~~(1) If the relevant New Clearing Agreement is an agreement pursuant to the Elementary Clearing Model Provisions, the Clearing Member shall be obliged to provide cover for the relevant Respective Transactions to Eurex Clearing AG in respect of the Omnibus Margin and the Omnibus Variation Margin in accordance with the Elementary Clearing Model Provisions immediately following the amendments pursuant to Number 8.2.~~

~~(2) Subject to Paragraph (5) below, if the relevant New (ICM) Clearing Agreement is an agreement pursuant to the Individual Clearing Model Provisions, immediately following the amendments pursuant to Number 8.2~~

~~(a) the Clearing Member shall be obliged to provide cover for the relevant Respective Transactions to Eurex Clearing AG, and~~

~~(b) the Non-Clearing Member/Registered Customer shall be obliged to provide cover for the relevant Respective Corresponding Transactions to the Clearing Member, subject, if the ICM-CCD applies, to the terms of the New Client Clearing Agreement relating to the New Clearing Agreement~~

~~in respect of the Segregated Margin and the Segregated Variation Margin or, as applicable, Credit Support Margin or Credit Support Variation Margin in accordance with the Individual Clearing Model Provisions.~~

~~(3) If the agreement under the Current Clearing Model Provisions is either a Clearing Agreement pursuant to the Individual Clearing Model Provisions, immediately following the amendments pursuant to Number 8.2 the Current Clearing Member is entitled to assert any Redelivery Claims (that are not subject to the amendments set out in the Clearing Model Change Agreement) in respect of the Segregated Margin and the Segregated Variation Margin in accordance with the Individual Clearing Model Provisions.~~

~~(4) If and to the extent that either (A) the Current Clearing Model Provisions are subject to the ICM-CCD and the New Clearing Model Provisions are subject to the ICM-EGD~~

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~~or (B) the Current Clearing Model Provisions are subject to the ICM-ECD and the New Clearing Model Provisions are subject to the ICM-CCD,~~

~~(a) the Segregated Margin and Segregated Variation Margin provided by the Clearing Member to Eurex Clearing AG pursuant to the relevant ICM Clearing Agreement shall constitute Segregated Margin and Segregated Variation Margin, respectively, pursuant to the relevant New (ICM) Clearing Agreement; and~~

~~(b) if ICM-CCD applies, Credit Support Margin and Credit Support Variation Margin shall be deemed to have been provided under the terms of the New Client Clearing Agreement relating to the New (ICM) Clearing Agreement accordingly.~~

~~8.2.2~~ **Representations**

~~Each of the Clearing Member and the Non-Clearing Member/Registered Customer, severally, makes the representations and warranties set out in Chapter 1 Part 1 Numbers 1.1.7 and 1.7 (where each reference therein to a Clearing Agreement shall be construed as a reference to a Clearing Model Change Agreement).~~

9 Termination Rules with respect to Eurex Clearing AG

If at any time a Failure to Pay Event or an Insolvency Event has occurred with respect to Eurex Clearing AG, the following applies:

- 9.1 All primary obligations (including payment and delivery obligations but excluding Termination Unpaid Amounts) arising from all Transactions and all Redelivery Claims under the relevant Standard Agreement between Eurex Clearing AG and the relevant Clearing Member or Basic Clearing Member, as relevant, in accordance with Subpart B Number 4 and Subpart C Number 5 of the Elementary Clearing Model Provisions, Subpart A Number 2.1.2 of the Individual Clearing Model Provisions, Number 5 of the ~~ICM for Specified Clients-ISA~~ Provisions or Number 4.1.2 of the Basic Clearing Member Provisions, respectively, shall expire and may no longer be performed by the relevant obligor. These expired primary obligations representing the market or exchange value of the Transactions are reflected by the claim for non-performance ("**Claim for Non-Performance**" – *Forderung wegen Nichterfüllung*) which is determined pursuant to Number 9.2.

Further, all due but unsatisfied obligations to deliver Margin or Variation Margin under the relevant Standard Agreement expire.

- 9.2 The Claim for Non-Performance shall be determined by Eurex Clearing AG for the relevant Standard Agreement by way of combining (*saldieren*) the CCP Single Transaction Amounts of all terminated Transactions under the relevant Standard Agreement and the CCP Aggregate Value of the Redelivery Claims under such relevant Standard Agreement.

The Claim for Non-Performance for the relevant Standard Agreement resulting from such combination shall, following its determination in accordance with Number 9.2.1 or

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Number 9.2.2 below, be automatically (i) set off (*aufgerechnet*) with relevant Termination Unpaid Amounts and/or (ii) added to relevant Termination Unpaid Amounts in case they are payable by the debtor of the Claim for Non-Performance, as the case may be, in order to result in one single difference claim. If the difference claim is a positive figure for the party entitled to determine the difference claim, it is owed to it by the other party; if it is a negative figure for the party entitled to determine the difference claim, it is owed by it to the other party.

The Claim for Non-Performance and the difference claim shall be denominated in the Termination Currency.

Eurex Clearing AG shall notify the determined value of the difference claim with respect to the relevant Standard Agreement to the relevant Clearing Member as soon as reasonable practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination. The debtor of the difference claim under the relevant Standard Agreement shall pay the determined value of the difference claim to the other party as soon as reasonable practicable following the notification of the payable amount by Eurex Clearing AG. The debtor of the difference claim shall not be obliged to pay any interest on the amount of the difference claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate applicable to the currency of the difference claim.

“**Termination Unpaid Amounts**” means (i) any amount due to be paid as a primary obligation under the relevant Transaction, but unpaid on the date of expiry of primary obligations under Number 9.1 above, and (ii) the value of any assets due to be delivered as a primary obligation under the relevant Transaction, but not delivered, on the date of expiry of primary obligations under Number 9.1 above. All such amounts or values shall be denominated in the Termination Currency.

9.2.1 Calculation in Case of a Failure to Pay Event

In the case of a Failure to Pay Event, the value of the Claim for Non-Performance for the relevant Standard Agreement shall be determined by Eurex Clearing AG in accordance with this Number 9.2.1.

If Eurex Clearing AG enters into replacement transactions in connection with the determination of the CCP Market Price, such replacement transactions will be entered into without undue delay (*unverzüglich*) on or after the occurrence of the Failure of Pay Event.

For the purpose of the determination of the Claim for Non-Performance, the following definitions shall apply:

- (1) The “**CCP Valuation Date**” shall, with respect to a Transaction, be any day until and including the Last CCP Valuation Date on which a CCP Market Price is determined for such Transaction in accordance with the applicable determination mechanism set out in the definition of “CCP Market Price” in Number 9.2.1 Paragraph (3) below.

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The “**Last CCP Valuation Date**” is (i) the fifth Business Day after the occurrence of the Failure to Pay Event, or (ii), to the extent this is required for a value-preserving liquidation, the 20th Business Day after the occurrence of a Failure to Pay Event.

The “**CCP Margin Valuation Date**” shall, with respect to any Eligible Margin Assets, be any day until and including the Last CCP Valuation Date on which such Eligible Margin Assets are actually realised by Eurex Clearing AG.

- (2) The “**CCP Single Transaction Amount**” shall be determined with respect to each terminated Transaction under the relevant Standard Agreement and shall equal its CCP Market Price on the relevant CCP Valuation Date.
- (3) “**CCP Market Price**” means:
- (a) with respect to a Transaction,
 - (i) the price of the replacement transaction entered into by Eurex Clearing AG with respect to the relevant Transaction on the relevant CCP Valuation Date; or
 - (ii) if Eurex Clearing AG does not enter into a replacement transaction by or on the Last CCP Valuation Date, the last available Market Price for the Transaction on the fifth Business Day after the occurrence of the Failure to Pay Event; or
 - (b) with respect to an expired Redelivery Claim, as applicable:
 - (i) the amount in the Termination Currency of the relevant equivalent Eligible Margin Asset in form of cash on the CCP Margin Valuation Date; and
 - (ii) the market or exchange price in the Termination Currency of the relevant equivalent Eligible Margin Asset other than cash on the CCP Margin Valuation Date.
- (4) “**CCP Aggregate Value of the Redelivery Claims**” means, with respect to a party to the relevant Standard Agreement, the sum of the CCP Market Prices of the applicable number or amount of the relevant equivalent Eligible Margin Assets to which all of its expired Redelivery Claims against the other party relate. For any number or amount of remaining equivalent Eligible Margin Assets which were not realised by Eurex Clearing AG until the end of the Last CCP Valuation Date, if any, the amount in the Termination Currency of the relevant equivalent Eligible Margin Asset in the form of cash on the Last CCP Valuation Date or market or exchange price in the Termination Currency of the relevant equivalent Eligible Margin Assets other than cash on the Last CCP Valuation Date, as relevant, shall be taken into account.
- (5) “**Market Price**” shall have the same meaning as stipulated under Number 7.3.2 Paragraph (3) (e).

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9.2.2 Calculation in case of an Insolvency Event

In the case of an Insolvency Event, the value of the Claim for Non-Performance for the relevant Standard Agreement shall be determined by Eurex Clearing AG in accordance with this Number 9.2.2. For the purpose of the determination of the Claim for Non-Performance the following definitions shall apply:

- (1) The “**CCP Single Transaction Amount**” shall be determined with respect to each terminated Transaction under the relevant Standard Agreement and shall equal its CCP Market Price on the second Business Day following the Insolvency Event.
- (2) “**CCP Aggregate Value of the Redelivery Claims**” means, with respect to a party to the relevant Standard Agreement, the sum of the CCP Market Prices of the applicable number or amount of the relevant equivalent Eligible Margin Assets to which all of its expired Redelivery Claims against the other party relate.
- (3) “**CCP Market Price**” means
 - (a) with respect to a Transaction, the last available Market Price for the Transaction on the second Business Day following the Insolvency Event;
 - (b) with respect to an expired Redelivery Claim, as applicable:
 - (i) the amount in the Termination Currency of the relevant equivalent Eligible Margin Asset in form of cash on the second Business Day following the Insolvency Event; and
 - (ii) the last available market or exchange price in the Termination Currency of the relevant equivalent Eligible Margin Asset other than cash on the second Business Day following the Insolvency Event.
- (4) “**Market Price**” shall have the same meaning as stipulated under Number 7.3.2 Paragraph (3) (e).

9.3 The following events shall constitute a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG:

- (1) A “**Failure to Pay Event**” occurs if (a) a Payment Default, (b) a Non-Payment of the Cash Settlement Amount following a Delivery Default or (c) a Redelivery Default which is set by a Clearing Member (each as defined below) occurs.
- (2) An “**Insolvency Event**” occurs if the *Bundesanstalt für Finanzdienstleistungsaufsicht* files a petition for the opening of insolvency proceedings over the assets of Eurex Clearing AG.

9.3.1 A “**Payment Default**” occurs if:

- (1) Eurex Clearing AG fails to make, when due, any payment (other than a payment of the Cash Settlement Amount following a Delivery Default) in respect of a payment

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claim of a Clearing Member or a Basic Clearing Member against Eurex Clearing AG arising from a Transaction;

- (2) Eurex Clearing AG has received written notice (*Textform*) of such failure by the relevant Clearing Member or, if the relevant Standard Agreement is a Basic Clearing Member Standard Agreement, the relevant Clearing Agent (acting on behalf of such Basic Clearing Member) ("**First Notification**");
- (3) Eurex Clearing AG has received a further written notice (*Textform*) of such failure after the expiry of a period of not less than three (3) calendar days after receipt of the First Notification ("**Second Notification**"); and
- (4) Eurex Clearing AG's failure to make such payment to such Clearing Member or such Basic Clearing Member continues – subject to the following paragraph – for a period of at least two (2) calendar days after the Second Notification, provided that the last day of such period shall be a Business Day.

For the purposes of this Number 9.3.1, a payment will be considered not to have been made by Eurex Clearing AG if no corresponding amount has been credited to the relevant account of the relevant Clearing Member, the Basic Clearing Member or the Clearing Agent (acting on behalf of the relevant Basic Clearing Member) or to an account of a correspondent bank designated by the Clearing Member, the Basic Clearing Member or the relevant Clearing Agent (acting on behalf of the Basic Clearing Member). Delays in effecting such credit for technical reasons (i) which are outside the control of Eurex Clearing AG, as explained in writing (*Textform*) to such Clearing Member, such Basic Clearing Member or such Clearing Agent, respectively, without undue delay, shall only lead to a Payment Default if Eurex Clearing AG's failure to make such payment continues for a period of one (1) calendar month after receipt of the Second Notification and (ii) which are within the control of Eurex Clearing AG shall, only lead to a Payment Default if Eurex Clearing AG's failure to make such payment continues for a period of ten (10) Business Days after receipt of the Second Notification. In the event of (i) Eurex Clearing AG shall use reasonable endeavours to effect such credit as soon as practicable. Eurex Clearing AG will notify the relevant Clearing Member, the relevant Basic Clearing Member or the relevant Clearing Agent (acting on behalf of the relevant Basic Clearing Member) without undue delay whether there is a case of (i) or (ii).

9.3.2 A "**Non-Payment of the Cash Settlement Amount following a Delivery Default**" occurs if with respect to a Transaction:

- (1) a Delivery Default; and
- (2) a Cash Settlement Payment Default occurs.

9.3.3 A "**Delivery Default**" occurs if:

- (1) Eurex Clearing AG fails to satisfy, when due, any delivery obligation vis-à-vis a Clearing Member or a Basic Clearing Member arising from a Transaction;

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- (2) Eurex Clearing AG has received, after the expiry of a period of not less than five (5) calendar days following the due date, written (*Textform*) notice from such Clearing Member or the Clearing Agent of such Basic Clearing Member (acting on behalf of the relevant Basic Clearing Member) making reference to this Number 9.3.3 and requesting Eurex Clearing AG to fulfil such delivery obligation ("**First Delivery Request**");
- (3) Eurex Clearing AG has received from such Clearing Member or the Clearing Agent of such Basic Clearing Member (acting on behalf of the relevant Basic Clearing Member) a further written (*Textform*) notice requesting Eurex Clearing AG to fulfil such delivery obligation after the expiry of a further period of not less than ten (10) calendar days after receipt of the First Delivery Request ("**Second Delivery Request**"); and
- (4) Eurex Clearing AG has, after the expiry of a further period of not less than ten (10) calendar days after receipt of the Second Delivery Request, received a written (*Textform*) request of such Clearing Member or the Clearing Agent of such Basic Clearing Member (acting on behalf of the relevant Basic Clearing Member) for cash settlement of the relevant delivery obligation from Eurex Clearing AG ("**Cash Settlement Request**").

Delays in effecting a delivery for technical reasons shall not lead to a Delivery Default. Upon receipt of a Cash Settlement Request by a Clearing Member or a Clearing Agent (acting on behalf of the relevant Basic Clearing Member) (the date of such request, the "**Cash Settlement Request Date**") Eurex Clearing AG shall no longer be obliged to make any delivery under the relevant Transaction. This obligation shall be replaced by an obligation of Eurex Clearing AG to pay to the Clearing Member or the Basic Clearing Member, respectively, the Cash Settlement Amount under the relevant Transaction (each a "**Cash-settled Transaction**"). For the avoidance of doubt, a failure to deliver under a Repo Transaction as described in Chapter IV Number 2.6 Paragraph (1) (a) (Failure to Deliver on the delivery date of the Front Leg) shall not give rise to a Failure to Pay Event pursuant to Number 9.3 Paragraph (1).

For the purpose of this Number 9.3.3, a delivery obligation will not be considered to be satisfied by Eurex Clearing AG if no corresponding Securities have been credited to a securities account of the Clearing Member or of the Basic Clearing Member (or of the Clearing Agent acting for the account of the relevant Basic Clearing Member) or to a securities account of a depository, a settlement institution or a custodian designated by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member) at a deposit bank or a central securities depository.

9.3.4 A "**Cash Settlement Payment Default**" occurs if:

- (1) Eurex Clearing AG has, after the expiry of a period of not less than three (3) calendar days following the Cash Settlement Request Date, received the written (*Textform*) request of the Clearing Member or the Clearing Agent (acting on behalf of

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the relevant Basic Clearing Member) to pay to it the Cash Settlement Amount (“**Cash Settlement Payment Request**”); and

- (2) Eurex Clearing AG fails – subject to the following paragraph –, after the expiry of a further period of not less than two (2) calendar days after the receipt of Cash Settlement Payment Request (with the proviso that the last day of such period shall be a Business Day) to pay to such Clearing Member or such Basic Clearing Member (or the Clearing Agent acting for the account of the relevant Basic Clearing Member) the Cash Settlement Amount.

For the purposes of this Number 9.3.4, a payment will be considered not to have been made by Eurex Clearing AG if no corresponding amount has been credited to the relevant account of the relevant Clearing Member or the Basic Clearing Member (or of the relevant Clearing Agent acting for the account of the relevant Basic Clearing Member) or to an account of a correspondent bank designated by the Clearing Member or the Basic Clearing Member (or by the Clearing Agent acting on behalf of the relevant Basic Clearing Member). Delays in effecting such credit for technical reasons for which Eurex Clearing AG (i) is not responsible, as explained in writing (Textform) to the Clearing Member or the Clearing Agent (acting on behalf of the relevant Basic Clearing Member) without undue delay, shall not lead to a Cash Settlement Payment Default, (ii) is responsible shall only lead to a Cash Settlement Payment Default if Eurex Clearing AG’s failure to make such payment to such Clearing Member or such Basic Clearing Member (or such Clearing Agent acting for the account of the relevant Basic Clearing Member) continues for a period of ten (10) Business Days after receipt of the Cash Settlement Request.

9.3.5 For the purposes of this Number 9.3, “**Cash Settlement Amount**” means an amount determined by the Calculating Party (as defined in Paragraph (4) below) as follows:

- (1) The Default Value of the assets which are the subject of the Delivery Default (the “**Non-Delivered Assets**”) and the amount of the corresponding payment obligation of the Clearing Member or the Basic Clearing Member shall be established by the Calculating Party.
- (2) On the basis of the sums so established, account shall be taken of what is due from each party to the other under the relevant Transaction and the sums due from one party shall be set off against the sums due from the other and only the balance of the account shall be payable (by the party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be due and payable on the next following day which is a Business Day. For the purposes of this calculation, all sums not denominated in Euro shall be converted into Euro at the then current rate of exchange, as determined by the Calculating Party.
- (3) “**Default Value**” means, with respect to any Non-Delivered Assets, the value of such assets determined by the Calculating Party by applying the following method:

The basis for this calculation shall be the settlement price determined by Eurex Clearing AG for Transactions to which the Non-Delivered Assets relate on the

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Business Day immediately prior to the Cash Settlement Request Date. In the event that (i) Eurex Clearing AG has not determined a settlement price for Transactions to which the Non-Delivered Assets relate on the Business Day immediately prior to the Cash Settlement Request Date or (ii) Eurex Clearing AG has determined such settlement price, but such settlement price does not reasonably accurately reflect the value of such transactions that would have been obtained from the relevant market if it were operating normally, the Calculating Party shall choose from among the Clearing Members being admitted at the relevant Market three Clearing Members who shall determine a market price of the Non-Delivered Assets. The average of the quoted prices (mid market offer) shall be the Default Value of the Non-Delivered Assets. If less than three quotations are provided as requested, the Calculating Party shall determine a settlement price for Transactions to which the Non-Delivered Assets relate acting in good faith and by using commercially reasonable procedures expected to produce a commercially reasonable result.

- (4) “**Calculating Party**” means, for the purposes of this Number 9.3, Eurex Clearing AG unless Eurex Clearing AG is, for operational reasons, unable to make one or more calculations or determinations required to be made under this Number 9.3. In such event, Eurex Clearing AG shall promptly notify the relevant Clearing Member or the relevant Clearing Agent (acting on behalf of the relevant Basic Clearing Member) and “**Calculating Party**” then means such Clearing Member or such Clearing Agent (acting on behalf of the relevant Basic Clearing Member), respectively.

9.3.6 A “**Redelivery Default**” occurs if:

- (1) Eurex Clearing AG fails, when due, to perform a redelivery claim of a **Clearing Member** or a Basic Clearing Member against Eurex Clearing AG with respect to (i) **Eligible Margin Assets** provided as cover for Margin or Variation Margin, (ii) Contributions to the Default Fund, or (iii) collateral to cover a shortfall of own funds or equivalent regulatory capital as prerequisite for a Clearing License, or to release the relevant Securities in case of a pledge;
- (2) Eurex Clearing AG has no right of retention, as, e.g. according to Part 2 Subpart A Number 4.6.2.1;
- (3) Eurex Clearing AG has received written (Textform) notice from such Clearing Member or the Clearing Agent (acting on behalf of such Basic Clearing Member) with respect to such non-performance (“**First Re-Delivery Request**”);
- (4) Eurex Clearing AG has received from such Clearing Member or such Clearing Agent (acting on behalf of the relevant Basic Clearing Member) a further written (Textform) notice requesting Eurex Clearing AG to fulfil such delivery obligation after the expiry of a further period of not less than three (3) calendar days after receipt of the First Re-Delivery Request (“**Second Re-Delivery Request**”); and
- (5) Eurex Clearing AG's failure to perform to such Clearing Member or such Basic Clearing Member continues – subject to the following paragraphs – for a period of at

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least two (2) calendar days after the Second Re-Delivery Request, provided that the last day of such period shall be a Business Day.

For the purposes of this Number 9.3.6, a performance will be considered not to have been made by Eurex Clearing AG (a) if no corresponding Securities have been credited to a securities account of the Clearing Member or of the Basic Clearing Member (or of the Clearing Agent acting for the account of the relevant Basic Clearing Member) or to a securities account of a depository, a settlement institution or a custodian designated by the Clearing Member or the Basic Clearing Member (or the relevant Clearing Agent acting on behalf of the relevant Basic Clearing Member) at a deposit bank or a central securities depository or is not released in Xemac; or (b) if no corresponding amount has been credited to the relevant account of the relevant Clearing Member or the Basic Clearing Member (or the Clearing Agent acting for the account of the relevant Basic Clearing Member) or to an account of a correspondent bank designated by the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member).

Delays in effecting such credit for technical reasons (i) which are outside the control of Eurex Clearing AG, as explained in writing (Textform) to such Clearing Member or such Clearing Agent, respectively, without undue delay, shall only lead to a Re-Delivery Default if Eurex Clearing AG's failure to make such performance continues for a period of one (1) calendar month after receipt of the **Second Re-Delivery Request** and (ii) which are within the control of Eurex Clearing AG shall only lead to a Re-Delivery Default if Eurex Clearing AG's failure to make such performance continues for a period of ten (10) Business Days after receipt of the **Second Re-Delivery Request**. In the event of (i) Eurex Clearing AG shall use reasonable endeavours to effect such credit as soon as practicable. Eurex Clearing AG will notify the relevant Clearing Member or the relevant Clearing Agent (acting on behalf of such Basic Clearing Member) without undue delay whether there is a case of (i) or (ii).

This Number 9.3.6 shall be applicable for ICM-Clients with respect to a Direct Segregated Margin Retransfer, accordingly, notwithstanding the relevant rules, whereas the ICM-Client shall notify its Clearing Member before issuing a written notice in accordance with Paragraph (3) and Paragraph (4) and an expiration of claims in accordance with Number 9.1 is excluded.

10 **Default Rules applicable to a ~~Non-Clearing Member~~ DC Market Participant, an Indirect Client Market Participant or a Basic Clearing Member**

10.1 ~~If a Non-Clearing Member fails to provide the margin requested by its Clearing Member or fails to pay or deliver any Security or other asset or amount due under a Transaction or under the Clearing Agreement, or if an event of default occurs in respect of the Non-Clearing Member under a Client Clearing Agreement, as the case may be, the Management Board of the respective Market may — upon written request by the Clearing Member — exclude such Non-Clearing Member from trading on the respective Market or restrict the trading by the Non-Clearing Member~~ The Clearing Member shall without undue delay inform Eurex Clearing AG about the submission of a request to the

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Management Board of a Market (each a “CM Market Request”) to exclude a DC Market Participant or an Indirect Client Market Participant from trading on the respective Market or to restrict the trading by such DC Market Participant or Indirect Client Market Participant to certain Transaction Types or specified products or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations) in accordance with the rules and regulations of such Market if (i) the DC Market Participant (or the Disclosed Direct Client or direct client relating to the Indirect Client Market Participant) has failed to provide the margin requested by its Clearing Member or to pay or deliver any amount due under a Transaction transactions, Corresponding Covered Transactions or under the an ICM Clearing Agreement, or if (ii) an event of default occurs in respect of the Non-Clearing Member under a Client Clearing Agreement, as the case may be, the Management Board of the respective Market may – upon written request by the Clearing Member – exclude such Non-Clearing Member from trading on the respective Market or restrict the trading by the Non-Clearing Member to certain Transaction Types or specified products or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations) for the duration of such failure – has occurred in respect of the DC Market Participant (or the Disclosed Direct Client or direct client relating to the Indirect Client Market Participant) under the relevant client clearing agreement between the Clearing Member and such DC Market Participant (or the Disclosed Direct Client or direct client relating to such Indirect Client Market Participant) (each such event a “DC Market Participant Default”).

If the Management Board of a Market has – following a CM Market Request – decided to exclude a DC Market Participant or Indirect Client Market Participant in accordance with the rules and regulations of such Market. The Clearing Member shall inform Eurex Clearing AG immediately about the submission of such request. As of the time of decision by the Management Board of the respective Market pursuant to Number 10.1, the affected Non-Clearing Member is no longer entitled to conclude Transactions included in this decision under the Clearing Agreement. from trading on the respective Market or to restrict the trading by such DC Market Participant or Indirect Client Market Participant (each a “Market Decision”) the Clearing Member shall also inform Eurex Clearing AG about such Market Decision without undue delay. Upon such Market Decision, the Clearing Member may no longer conclude any DC Market Participant-Related Transactions with respect to such DC Market Participant or Transactions relating to such Indirect Client Market Participant in accordance with such Market Decision.

- 10.2 For Clearing Members with a Clearing License for Eurex Transactions (Chapter II) and/or FWB Transactions (Chapter V) the following specific provisions in Numbers 10.3 and 10.4 shall apply:
- 10.3 In case a ~~Non-Clearing Member which~~ DC Market Participant or an Indirect Client Market Participant that is admitted to trading on the Eurex ~~Exchanges-Exchange~~ or the FWB does not fulfil ~~the any~~ Additional Terms pursuant to Number 12, ~~or if the Non-Clearing Member fails to provide the margin requested by its Clearing Member or fails to pay or deliver any amount due under Transactions or under the Clearing Agreement, or if an event of default occurs in respect of the Non-Clearing Member under a Client Clearing Agreement, as the case may be, the respective~~ or if a DC Market Participant Default

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occurs with respect to such DC Market Participant or an Indirect Client Market Participant, the relevant Clearing Member may – instead of a ~~written application pursuant to Number 10.1~~ CM Market Request – declare vis-à-vis the respective Market and Eurex Clearing AG by way of a respective entry (“**Stop Button**”) in the systems of the Eurex Exchange, the FWB or the system of Eurex Clearing AG (jointly the “**System**”) pursuant to Number 12.3 that it is no longer willing to conduct the Clearing of DC-Related Transactions relating to the relevant DC Market Participant or of Transactions relating to the relevant Indirect Client Market Participant that are Eurex Transactions and/or FWB Transactions ~~of the relevant Non-Clearing Member on the respective Market(s)~~. In case of FWB Transactions, the Clearing Member ~~must~~ shall notify the respective ~~Non-Clearing Member~~ DC Market Participant or, as applicable, the relevant Indirect Client Market Participant of the use of the Stop Button without undue delay.

10.4 By way of such ~~a system~~ System entry, ~~(Stop Button)~~ the Clearing Member at the same time applies to the respective Market(s) and Eurex Clearing AG that the respective ~~Non-Clearing Member~~ DC Market Participant or the respective Indirect Client Market Participant shall be excluded from trading on the respective Market(s) for the duration of non-fulfilment of its ~~above-mentioned duties~~ obligations referred to in Number 10.3 and that the authorisation to participate in the Clearing of Eurex Off-Book Trades (as defined in Chapter II) concluded off-book and novated via entry into the Eurex Trade Entry Services shall be revoked. In this case, Numbers 12.6 and 12.7 shall apply.

10.5 If a ~~Non-Clearing Member~~ DC Market Participant or an Indirect Client Market Participant has been excluded from trading on one of the Markets or has been restricted to the trading of certain Transaction Types or specified products (the clearing of which is carried out by Eurex Clearing AG) or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations), the Clearing Member may, upon prior notification to Eurex Clearing AG, close ~~the Transactions of such Non-Clearing Member itself~~ (Glattstellung) the DC-Related Transactions relating to such DC Market Participant or the Transactions relating to such Indirect Client Market Participant, as applicable, or transfer such Transactions to another Clearing Member.

The notification to Eurex Clearing AG shall be submitted via telephone (phone: +49 (0) - 69 - 211 - 11250) or fax (fax: +49 (0) - 69 - 211 - 14334). A notification so submitted shall immediately be confirmed by mail.

The Clearing Member shall immediately inform its DC Market Participant or Indirect Client Market Participant about such notification on its intention to close the DC-Related Transactions relating to this DC Market Participant or the Transactions relating to this Indirect Client Market Participant.

~~The Clearing Member shall immediately inform its Non-Clearing Member about the notification on its intention to close the Transactions of this Non-Clearing Member. In this case, the Non-Clearing Member herewith declares vis-à-vis its Clearing Member its approval.~~ The Clearing Member shall be obliged to agree with each of its DC Market Participants and (in respect of Transactions relating to Indirect Client Market Participants) also with each relevant Disclosed Direct Client (or other direct client of the Clearing

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Member referred to in Number 1.1.13), in each case prior to entering into DC-Related Transactions relating to such DC Market Participant and prior to entering into Transactions relating to such Indirect Client Market Participant (as the case may be), that with respect to such cases set out in this Number 10.5 the DC Market Participant (or the Indirect Client Market Participant and the related Disclosed Direct Client or other direct client) agree(s) (i) to the closing of its relevant net transactions or net positions by the conclusion of inverse transactions (“closing”) or to the transfer of such Transactions to another Clearing Member. Afterwards, the relevant Non-Clearing Member itself (ii) that it may not close the DC-Related Transactions (or, in the case of an Indirect Client Market Participant, the Transactions relating to such Indirect Client Market Participant) opened by it or exercise or close positions or take measures opposing a closing or transfer of its transactions respectively and/or positions. The Non-Clearing Member, and (iii) that it is obliged to support its Clearing Member in closing its net transactions respectively and/or net positions or in transferring these the Transactions relating to it to another Clearing Member by submission of submitting the necessary declarations (e.g. approvals) and to make all entries in the system of Eurex Clearing AG which are necessary for closing or transfer of transferring positions.

The Clearing Member is responsible for ensuring that it is entitled to take any measures pursuant to this Number 10.5 and Eurex Clearing AG shall not be obliged to verify such entitlement.

The fees and costs charged by Eurex Clearing AG in respect of such closing shall be borne by the Clearing Member.

- 10.6 If the DC Market Participant or Indirect Client Market Participant makes entries in the system of Eurex Clearing AG that are necessary for a closing or transfer of positions in accordance with Number 10.5 (iii), Eurex Clearing AG shall inform the Clearing Member of any measures taken with respect to one of its Non-Clearing Members thereof to the extent that such measures entries are known to it and may affect the risk assessment of such Non-Clearing Member and the respective measures are known to Eurex Clearing AG DC Market Participant or such Indirect Client Market Participant. Sentence 1 shall apply mutatis mutandis accordingly in the case of a closing or transfer of DC-Related Transactions of a Non-Clearing Member by its relating to a DC Market Participant (or Transactions relating to an Indirect Client Market Participant) by the Clearing Member. In such case, the relevant Clearing Member shall immediately notify Eurex Clearing AG of the measures taken pursuant to Sentence 1 entries made for such purpose.
- 10.7 Upon a termination or closing (Glattstellung) of Transactions between the Clearing Member and the Non-Clearing Member The Clearing Member is obliged to notify Eurex Clearing AG promptly on the occurrence of a termination or closing (Glattstellung) of transactions between the Clearing Member and the DC Market Participant (other than in the case of or between the Clearing Member and the relevant Disclosed Direct Client or other direct client relating to an Indirect Client Market Participant). Upon a termination or closing (Glattstellung) of transactions (other than Corresponding Covered Transactions pursuant to the Individual Clearing Model Provisions) (i) between the Clearing Member

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~~and the DC Market Participant~~, the relevant ~~NCM-DC-Related~~ Transactions shall be credited to the Clearing Member Own Account ~~unless otherwise instructed by the Clearing Member. Each of the Clearing Member and the Non-Clearing Member is obliged to notify Eurex Clearing AG promptly on the occurrence of a termination or closing (Glattstellung) of Transactions between the Clearing Member and the Non-Clearing Member. If Eurex Clearing AG initially received such a notice from the Non-Clearing Member, it shall request the Clearing Member to give notice to Eurex Clearing AG, confirming the content of such notice promptly~~ and (ii) between the Clearing Member and the relevant Disclosed Direct Client or other direct client relating to an Indirect Client Market Participant, the relevant Transactions relating to the Indirect Client Market Participant shall be credited to the Clearing Member Own Account, in each case unless otherwise instructed by the Clearing Member. Upon a termination or closing (*Glattstellung*) of Corresponding Covered Transactions pursuant to the Individual Clearing Model Provisions between the Clearing Member and the ~~Non-Clearing Member~~ DC Market Participant or upon a Termination of Client Clearing Transactions (as defined in Subpart C Number 2.1.2 Paragraph (2) of the Individual Clearing Model Provisions) between the Clearing Member and the relevant ICM Client, the stipulations Subpart A Number 13.4.1 of the Individual Clearing Model Provisions shall apply to the relevant ~~NCM-Related~~ DC-Related Transactions *mutatis mutandis*.

10.8 All steps, processes and mechanisms permitted under, or required by the relevant Clearing Agreement (incorporating the Clearing Conditions) to be undertaken by Eurex Clearing AG or any other person following the occurrence of a default on the part of a ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant, shall be regarded as constituting part of the default rules of Eurex Clearing AG for the purposes of Part VII of the Companies Act 1989 (UK).

10.9 If a Basic Clearing Member fails to comply with any additional terms agreed by it with its Clearing Agent with respect to their Basic Clearing Member Clearing Agreement (such additional terms, the “**Additional Basic Clearing Member Terms**”), the Management Board of the respective Market may – upon written request by the Clearing Agent – exclude such Basic Clearing Member from trading on the respective Market or restrict the trading by the Basic Clearing Member to certain Transaction Types or specified products for the duration of such failure in accordance with the rules and regulations of such Market. The Clearing Agent shall inform Eurex Clearing AG immediately about the submission of such request.

As of the time of decision by the Management Board of the respective Market pursuant to this Number 10.9, the affected Basic Clearing Member is no longer entitled to conclude Basic Clearing Member Transactions which are subject of this decision under its Basic Clearing Member Clearing Agreement.

11 **Default Rules applicable to ~~Registered Customers~~ DCs With System Access/Basic DCs**

11.1 If a ~~Registered Customer~~ DC With System Access or Basic DC (including any ICM Client that is a DC With System Access or Basic DC) fails to perform any of its obligations due

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under a [transaction \(including a Corresponding Covered Transaction-\)](#) or under ~~the~~ [an ICM Clearing Agreement](#) or if an event of default occurs in respect of the ~~Registered Customer~~ [DC With System Access or Basic DC](#) under a Client Clearing Agreement or [any other client clearing arrangement entered into between the Clearing Member and the DC With System Access or Basic DC](#), as the case may be, Eurex Clearing AG will – upon written request ~~or by using the Stop Button pursuant to Number 10.2.1~~ by the Clearing Member – ~~exclude such Registered Customer in its system from the Clearing~~ [no longer clear DC-Related Transactions relating to such DC With System Access or Basic DC](#) and reject novations of transactions ~~with respect to the relevant Registered Customer relating to such DC With System Access or Basic DC~~ for the duration of such failure or event of default.

- ~~11.2~~ ~~If a Registered Customer has been excluded from the Clearing, the relevant Clearing Member shall close its Transactions or positions with Eurex Clearing AG with respect to such Registered Customer. The Clearing Member's costs of such closing shall be borne by the Registered Customer in accordance with the provisions of the relevant Clearing Agreement or Client Clearing Agreement. This Number 11.2 shall not affect any additional contractual or statutory rights the Clearing Member may have against the relevant Registered Customer.~~
- 11.2 [If Eurex Clearing AG no longer clears DC-Related Transactions relating to a DC With System Access or Basic DC in accordance with Number 11.1, the relevant Clearing Member shall close \(Glattstellung\) its DC Related-Transactions with Eurex Clearing AG relating to such DC With System Access or Basic DC. The costs of such closing \(Glattstellung\) shall be borne by the Clearing Member.](#)
- 11.3 [The Clearing Member shall notify Eurex Clearing AG promptly on the occurrence of a termination or closing \(Glattstellung\) of transactions between the Clearing Member and the relevant DC With System Access or Basic DC. Upon a termination or closing \(Glattstellung\) by or on behalf of the Clearing Member or the Registered Customer of Transactions between the Clearing Member and the Registered Customer \(other than in the case of of transactions \(other than Corresponding Covered Transactions pursuant to\) between the Individual-Clearing Model Provisions\) Member and the DC With System Access or Basic DC, the relevant RC-Related-DC-Related Transactions shall be credited to an Own Account or Customer Account of the Clearing Member in accordance with the instructions of the Clearing Member. Each of the Clearing Member and the Registered Customer is obliged to notify Eurex Clearing AG promptly on the occurrence of Upon a termination or closing \(Glattstellung\) of Transactions between the Clearing Member and the Registered Customer. If Eurex Clearing AG initially received such a notice from the Registered Customer, it shall request the Clearing Member to give notice to Eurex Clearing AG, confirming the content of such notice promptly. Upon a termination or closing \(Glattstellung\) of Corresponding Covered Transactions between the Clearing Member and the Registered Customer relevant DC With System Access or Basic DC \(that is an ICM Client\) pursuant to the ICM-ECD Provisions or upon a Termination of a Client Clearing Transaction \(as defined in Subpart C Number 2.1.2 Paragraph \(2\) of the Individual Clearing Model Provisions\) between the Clearing Member and the Registered Customer relevant DC With System Access or Basic DC, Subpart A Number 13.4.1 of the](#)

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Individual Clearing Model Provisions shall apply to the relevant ~~RC-Related~~ DC-Related Transactions *mutatis mutandis*.

11.4 All steps, processes and mechanisms permitted under, or required by the relevant Clearing Agreement (incorporating the Clearing Conditions) to be undertaken by Eurex Clearing AG or any other person following the occurrence of a default on the part of a ~~Registered Customer~~ DC With System Access or Basic DC, shall be regarded as constituting part of the default rules of Eurex Clearing AG for the purposes of Part VII of the Companies Act 1989 (UK).

12 Other Agreements ~~between Clearing Members and Non-Clearing Members and terms in respect of DC Market Participants and Indirect Client Market Participants~~ with regard to the Clearing of Eurex Transactions and FWB Transactions; Determination of limits for Clearing Members by Eurex Clearing AG with respect to Market Transactions

12.1 Additional Terms

A Clearing Member may (i) agree with any of its ~~Non-Clearing Members~~ DC Market Participants on additional terms to their existing ICM Clearing Agreement ~~or, Client Clearing Agreement (as defined in Subpart C Number 2.1.1 of the Individual Clearing Model Provisions)~~ or client clearing arrangement between the Clearing Member and such DC Market Participant, as the case may be, ~~for~~ with respect to the execution of Eurex Transactions and FWB Transactions ~~(and/or (ii) set out additional terms with respect to any of its Indirect Client Market Participants for the execution of Eurex Transactions and FWB Transactions (in each case (i) and (ii) together the “Additional Terms”)~~ in accordance with the applicable rules of the relevant Market and the following provisions.

Numbers 12.4 to 12.7 apply in the case of a non-compliance with such Additional Terms by a ~~Non-Clearing Member~~ DC Market Participant or an Indirect Client Market Participant. References to “**Transactions**” in this Number 12 refer to Eurex Transactions and/or FWB Transactions only. With respect to any Additional Terms relating to an Indirect Client Market Participant, the Clearing Member is responsible for ensuring that it is entitled to set such Additional Terms pursuant to its arrangements with the Indirect Client Market Participant and the related Disclosed Direct Client or other direct client and Eurex Clearing AG shall not be obliged to verify such entitlement.

12.1.1 A Clearing Member may agree with any of its ~~Non-Clearing Members to apply~~ DC Market Participants and, in respect of any of its Indirect Client Market decide, to apply (i) the Additional Terms set out in Number 12.2 or Number 12.3 with respect to Eurex Transactions and ~~to apply (ii) the Additional Terms set out in Number 12.3 to FWB Transactions to ensure the fulfilment of the obligations arising under the aforementioned with respect to FWB~~ Transactions. The Clearing of Transactions resulting from orders and quotes entered into the systems of the Markets or from over-the-counter transactions ~~of by~~ the respective ~~Non-Clearing Member shall,~~ DC Market Participant or Indirect Client Market Participant shall (a) in case of Eurex Transactions and any corresponding OTC Transactions, be subject to prior verification by the system ~~of the full compliance with~~

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whether the fixed Pre-Trade-Limits (Number 12.2) and agreed Other Conditions (Number 12.3) are complied with, and, ~~-(b)~~ in case of FWB Transactions and any corresponding OTC Transactions, be subject to prior verification ~~of compliance with by the system whether~~ the agreed Other Conditions (Number 12.3) are complied with. Only in case ~~of fulfilment of these~~ the aforesaid requirements are met, the orders and quotes of ~~the Non-Clearing Members~~ a DC Market Participant and Indirect Client Market Participant shall be matched with other orders or quotes in accordance with applicable rules and regulations of the relevant Market or their Over-The-Counter Transactions shall be included in the Clearing.

- 12.1.2 In case orders or quotes of a ~~Non-Clearing Member~~ DC Market Participant or an Indirect Client Market Participant, which shall be or have already been entered in the system, would lead to or constitute a breach of Additional Terms pursuant to Number 12.2 or Number 12.3, the ~~respective Market or the Markets shall, parallel to such an entry in the system,~~ relevant Market shall, in accordance with applicable rules and regulations of the relevant Market, when such entry in the System is made, either (i) preliminarily exclude the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant from trading on the ~~respective~~ relevant Market or (ii) restrict the trading by the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant to certain Transaction Types or specified products (the clearing of which is carried out by Eurex Clearing AG) or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations) for the duration of such failure in accordance with the rules and regulations of such Market. In case the entry of a transaction via the Eurex Trade Entry Services would lead to or constitute a breach of Additional Terms pursuant to Number 12.2 or Number 12.3, the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant shall cease to be authorised to ~~include~~ enter such transaction(s) in the ~~Clearing~~ System in accordance with applicable rules and regulations of the relevant Market.

12.2 Limitation of Orders or Quotes for Eurex Transactions (Pre-Trade Limits)

- 12.2.1 For Eurex Transactions, the Clearing Member and a ~~Non-Clearing Member~~ DC Market Participant may agree on the limitation of ~~-, and, in respect of any of its Indirect Client Market Participant, the Clearing Member may set limits for,~~ orders or quotes which may be entered into the systems of a Market by such ~~Non-Clearing Member~~ DC Market Participant, such Indirect Client Market Participant or the Clearing Member (“**Pre-Trade Limits**”).
- 12.2.2 Pre-Trade Limits may include one or more restrictions or a combination thereof ~~listed hereinafter~~ as set forth below:
- (1) Maximum number of contracts with regard to a product per order or per quote. Insofar, the following limit is considered according to the type of order:
 - (a) maximum number of contracts per order or quote (“**Maximum Order Quantity**”), provided they do not relate to combined orders or combined quotes; or

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- (b) maximum number of contracts per combined order or combined quote (“**Maximum Calendar Spread Quantity**”), related to specific products.
- (2) For Over-The-Counter Transactions: maximum number of contracts per transaction concluded off-exchange, related to specific products (“**Maximum Wholesale Quantity**”).
- (3) Maximum aggregate margin requirement or maximum margin requirement with respect to specific Eligible Margin Assets, which in each case the Clearing Member is obliged to fulfil in accordance with the Clearing Conditions as a result of the conclusion of Transactions ~~in respect of the Non-Clearing Member~~ [relating to the DC Market Participant or the Indirect Client Market Participant](#).

However, in case a Clearing Member ~~or Non-Clearing Member is involved in the clearing of~~ [with respect to a DC Market Participant or an Indirect Client Market Participant clears Transactions relating to](#) instruments which are admitted to trading on the Eurex Exchange and are available for 23 hours trading, the criteria for the Pre-Trade Limits as ~~stipulated set forth~~ in this ~~Paragraph 3-Number 12.2.2~~ are not available between 0.00 a.m. and 07:30 a.m. for an automatic limitation by the ~~system-System~~.

12.2.3 ~~Upon request by its Clearing Member, a Non-Clearing Member is obliged to agree with such Clearing Member on Pre-Trade Limits. In this case, the relevant Clearing Member may~~ [The Clearing Member may, with respect to a DC Market Participant, only](#) enter the Pre-Trade Limits agreed upon with ~~their~~ [its](#) respective ~~Non-Clearing Members~~ [DC Market Participants](#) into the system.

12.3 **Other Conditions** [for Eurex and/or FWB Transactions](#)

12.3.1 ~~Upon request by its~~ [A](#) Clearing Member ~~and in order to ensure the Clearing of Transactions, a Non-Clearing Member is obliged~~ [may agree with a DC Market Participant or an Indirect Client Market Participant](#) – in addition to the Pre-Trade Limits for Eurex Transactions set forth in Number 12.2 – ~~to agree~~ on additional obligations of the ~~Non-Clearing Member~~ [DC Market Participant or the Indirect Client Market Participant](#) vis-à-vis the Clearing Member pursuant to Number 12.1 or additional restrictions with respect to the entry or the execution of orders or quotes as well as the use of the Eurex Trade Entry Services (the “**Other Conditions**”).

12.3.2 ~~Provided that such Other Conditions agreed upon with a Clearing Member are not fulfilled by the Non-Clearing Member or the duties of a Non-Clearing Member set out in Number 10.1 are not fulfilled in due time~~ [If such Other Conditions are not complied with by the DC Market Participant or the Indirect Client Market Participant or if a DC Market Participant Default with respect to such DC Market Participant or Indirect Client Market Participant occurs](#), the respective Clearing Member may, by way of a [exercising the Stop Button](#) ~~entry~~ in the System declare vis-à-vis the Markets and Eurex Clearing AG that it is no longer willing to perform its functions in respect of the Clearing of Transactions concluded at these Markets and of transactions concluded off-exchange ~~of and relating to~~ the relevant ~~Non-Clearing Member. Thereby, the Markets and Eurex Clearing AG are~~

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~~requested to exclude the respective Non-Clearing Member from trading on the Markets and from the possibility of entering further Transactions into the system via the Eurex Trade Entry Services for the term of non-fulfilment of its above-mentioned duties. In substantiated exceptional cases in which the Clearing Member is unable to use the Stop Button, the declaration according to Clause 1 and Clause 2 may also be submitted in writing.~~ DC Market Participant or Indirect Client Market Participant.

By exercising the Stop Button, the Clearing Member further requests the Markets and Eurex Clearing AG to exclude the respective DC Market Participant or Indirect Client Market Participant from trading on the Markets and from the possibility of entering further Transactions into the system via the Eurex Trade Entry Services for as long as the Other Conditions are not complied by such DC Market Participant or Indirect Client Market Participant or a DC Market Participant Default prevails with respect to such DC Market Participant or Indirect Client Market Participant. In substantiated exceptional cases in which the Clearing Member is unable to exercise the Stop Button, the declaration according to sentence 1 and 2 may also be submitted in writing.

In case of FWB Transactions, the Clearing Member (i) may limit ~~statements~~ declarations/requests pursuant to ~~Sentence 1 or requests pursuant to Sentence 2 above sentences 1 and 2~~ to certain login names or identifier codes (trading locations). ~~In case of FWB Transactions, the Clearing Member and (ii)~~ must notify the respective ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant of the use of the Stop Button without undue delay. Upon the Clearing Member's request, the Stop Button will be provided by Eurex Clearing AG for FWB Transactions ~~with regard to the Non-Clearing Member relating to the DC Market Participant or Indirect Client Market Participant~~ nominated by such Clearing Member to the extent that the Clearing Member is the respective ~~Non-Clearing Member's~~ DC Market Participant's or Indirect Client Market Participant's settling agent for securities not being cleared through Eurex Clearing AG; the same applies if the Clearing Member has been authorized by the settling agent to ~~declare~~ make declarations/requests on its behalf ~~statements~~ pursuant to ~~Sentence sentence~~ 1 and ~~make requests pursuant to Sentence 2~~ for the respective ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participants.

- 12.3.3 A Clearing Member may agree with its ~~Non-Clearing Members for~~ DC Market Participants or its Indirect Client Market Participant with respect to Eurex Transactions that in the event of exceeding certain ~~values-limits~~ which are pre-agreed or apply in accordance with this Number 12.3 as Other Conditions, the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant is restricted to enter and execute orders or quotes and to use the Eurex Trade Entry Services, ~~during as long as such exceedance limits are exceeded,~~ and that existing orders or quotes ~~are being shall be~~ cancelled in the ~~system~~ System. Subject to this Number 12.3.3, only those ~~values-limits~~ may be agreed ~~on~~ which may be entered into the ~~system~~ System. By way of system-entry, the Clearing Member or the ~~Non-~~ DC Market Participant or Indirect Client Market Participant (in each case, acting on behalf of the Clearing Member-) declares that an agreement ~~has been concluded~~ in accordance with this Number 12.3.3 has been concluded.

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12.4 Non-Fulfilment of Additional Terms

~~Provided that Non-Clearing Members agree with their respective Clearing Members upon one or several Additional Terms, and the Non-Clearing Member (a) has breached~~ If a DC Market Participant or an Indirect Client Market Participant (a) has breached applicable Pre-Trade Limits or (b) has breached applicable Other Conditions and the Clearing Member has ~~made a~~ exercised the Stop Button ~~entry~~ in the System in accordance with Number 12.3.2, the Clearing Member declares that it is no longer willing to further perform its functions relating to the inclusion of Transactions ~~of relating to~~ the relevant ~~Non-Clearing Member~~ DC Market Participant or the relevant Indirect Client Market Participant in the Clearing. In case of FWB Transactions, the Clearing Member may limit this declaration to certain login names of the respective ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant or to certain identifier codes (trading locations). ~~The~~

Upon an electronic declaration of the respective Clearing Member pursuant to this Number 12.4, the Management Boards of the Markets (pursuant to the applicable rules and regulations of the relevant Markets) and Eurex Clearing AG shall decide on the consequences of a breach of Additional Terms by a ~~Non-Clearing Member upon an according electronic declaration of the respective Clearing Member~~ DC Market Participant or Indirect Client Market Participant in accordance with the following provisions.

12.5 Breach of Pre-Trade Limits

12.5.1 ~~If, upon verification of the compliance with the Pre-Trade Limits for Eurex Transactions entered into the system of the respective Market by a Clearing Member for a Non-Clearing Member on a Business Day (Number 12.2), it turns out it is identified that the execution of orders, or quotes entered into the system~~ System or the entry of Transactions ~~of a Non-Clearing Member via~~ relating to a DC Market Participant or Indirect Client Market Participant via the Eurex Trade Entry Services in the ~~system, breach the System breaches the applicable~~ agreed Pre-Trade Limits, ~~and, as a consequence, the Clearing Member, as a consequence,~~ is no longer willing to perform its functions in relation to the Clearing of further Eurex Transactions ~~of its respective Non-Clearing Member~~ relating to its DC Market Participant or Indirect Client Market Participant, the Eurex Exchange shall order the restriction of the relevant DC Market Participant or Indirect Client Market Participant to trading individual products only and relating to a specific position account only pursuant to the applicable rules and regulations of the Eurex Exchange (Number 12.6.1 (Suspension of Trading Admission)).

~~12.5.2 In case a Clearing Member is not willing to perform its functions in relation to the Clearing of Eurex Transactions of a Non-Clearing Member according to Number 12.5.1, the Markets shall immediately and for a respective period order the suspension of the trading admission of the relevant Non-Clearing Member to trading in specific products with regard to a specific position account pursuant to Number 12.6.1 (Suspension of Exchange Admission).~~ In addition, the system of the Eurex Exchange guarantees, in accordance with applicable rules and regulations of the Eurex Exchange, that a transfer of orders or quotes of the relevant ~~Non-Clearing Member~~ DC Market Participant or

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[Indirect Client Market Participant](#) in the order books of the ~~Markets~~ [Eurex Exchange](#) and, as a result, their matching with other orders or quotes, are prevented. Orders or quotes of the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) already existing in the order books of the ~~Markets~~ [Eurex Exchange](#) shall be deleted [in accordance with the applicable rules and regulations of the Eurex Exchange](#).

~~12.5.3~~ [12.5.2](#) If, due to non-compliance with Pre-Trade Limits pursuant to Number 12.5.1, a Clearing Member is not willing to perform its functions in relation to the Clearing of Eurex Transactions, the authorisation to have over-the-counter transactions concluded off-exchange cleared by Eurex Clearing AG by using the Eurex Trade Entry Services for the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) shall immediately lapse. At the same time, the authorisation to use the Eurex Trade Entry Services of the ~~Markets~~ [Eurex Exchange](#) and Eurex Clearing AG is revoked [in accordance with the applicable rules and regulations of the Eurex Exchange](#), ~~to such if and to the extent as this would result in a non-fulfilment of the Additional Terms between Non-Clearing Member and Clearing Member applicable with respect to the DC Market Participant or Indirect Client Market Participant~~. In addition, the Eurex [Exchange](#) system prevents that the respective transactions can be entered into the system and be included in the Clearing.

12.6 ~~Non-Fulfilment of~~ [Non-Compliance with](#) Other Conditions

12.6.1 Upon the declaration of a Clearing Member, ~~by way of the Stop Button entry in the System,~~ vis-à-vis the Markets and Eurex Clearing AG, ~~by exercising the Stop Button in the System,~~ that it is no longer willing to perform any functions in relation to the Clearing of Transactions ~~of a certain Non-Clearing Member, because such Non-Clearing Member does not fulfil relating to a certain DC Market Participant or Indirect Client Market Participant, because such DC Market Participant or Indirect Client Market Participant does not comply with~~ the Other Conditions agreed upon pursuant to Number 12.3, the Management Boards of these Markets shall immediately order the preliminary exclusion of the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) from trading pursuant to [the applicable rules and regulations of the relevant Market](#) (Number 12.7. ~~With regard to FWB Transactions, the Clearing Member may limit a corresponding declaration and the Management Board of FWB may limit the temporary exclusion from trading of the respective Non-Clearing Member to certain login names of the respective Non-Clearing Member or to certain identifier codes (trading locations). Upon the Clearing Member's statement pursuant to Sentences 1 or 2 above, the authorisation of the respective Non-Clearing Member to have the Transactions concluded off-exchange cleared by Eurex Clearing AG shall cease to exist. The authorisation to use the Eurex Trade Entry Services to enter over the counter transactions into the System shall entirely be revoked for a limited period or, in case of FWB Transactions, be revoked with a limitation to certain login names or certain identifier codes (trading locations).~~).

~~With regard to FWB Transactions, the Clearing Member may limit a corresponding declaration and the Management Board of FWB may limit the temporary exclusion from trading of the respective DC Market Participant or Indirect Client Market Participant to certain login names of the respective DC Market Participant or Indirect Client Market~~

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Participant or to certain identifier codes (trading locations). Upon the Clearing Member's Stop Button entry the authorisation of the respective DC Market Participant or Indirect Client Market Participant to have the transactions concluded off-book cleared by Eurex Clearing AG shall cease to exist. The authorisation to use the Eurex Trade Entry Services to enter over-the-counter transactions into the System shall entirely be revoked for a limited period or, in case of FWB Transactions, may be revoked with a limitation to certain login names or certain identifier codes (trading locations).

~~From this point onward and from the respective Non-Clearing Member's temporary exclusion from trading on, Forthwith~~ the regulations on the matching of trades pursuant to the respective rules and regulations of the Markets and the Conditions for Utilisation of the Eurex Trade Entry Services (General Conditions for Participation) of Eurex Clearing AG, with regard to orders, quotes and transactions concluded off-exchange of the relevant ~~Non-Clearing Member, shall not apply any more~~ DC Market Participant or Indirect Client Market Participant shall no longer apply.

12.6.2 The preliminary exclusion from trading on the Markets and the preliminary revocation of the authorisation to have ~~Transactions~~ transactions concluded off-exchange cleared by Eurex Clearing AG as well as the revocation of the authorisation to use the Eurex Trade Entry Services shall be ordered or directed by the Markets (in accordance with the applicable rules and regulations of the relevant Market) and Eurex Clearing AG until the Clearing Member, by way of a new system entry (deactivation of Stop Button) within the meaning of Number 10.2 declares vis-à-vis the Markets and Eurex Clearing AG that it is again willing to perform its functions in relation to the Clearing of Transactions and of over-the-counter transactions concluded off-exchange ~~of relating to~~ the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant. In substantiated exceptional cases in which the Clearing Member is unable to use the Stop Button, ~~the such~~ declaration ~~according to Clause 1 and Clause 2~~ may also be submitted in writing.

12.6.3 ~~From the point of ordering the suspension of~~ As from the order to suspend the Exchange admission of the relevant ~~Non-Clearing Member~~ DC Market Participants or Indirect Client Market Participants by the Markets and ~~of the~~ revocation of the authorisation of the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant to have its ~~Transactions~~ transactions concluded off-exchange cleared by Eurex Clearing AG and ~~of the~~ revocation of the utilisation authorisation of the Eurex Trade Entry Services pursuant to Number 12.6.1, the ~~system~~ System shall prevent other orders, quotes or Transactions ~~of the relevant Non-Clearing Member relating to the DC Market Participant or Indirect Client Market Participant~~ from being entered into the ~~system~~ System. Orders and quotes of the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant already existing ~~into in~~ the System shall be deleted.

At the same time, the System ensures that the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant cannot modify or release ~~Transactions~~ transactions relating to it already entered into the System. In addition, ~~Transactions~~ transactions already entered into the System by ~~this Non-Clearing Member cannot such~~

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DC Market Participant or Indirect Client Market Participant can no longer be released ~~any more~~ by its counterparty.

Furthermore, the relevant ~~Non-Clearing Member shall from this point onwards not~~ DC Market Participant or Indirect Client Market Participant shall forthwith no longer be authorised to conduct the ~~measures for account keeping, such as, where applicable, Trade Adjustments, Closing Position Adjustments, Member Position Transfer or Give-Up Trades~~ Post-Trade Management provided for in the rules and regulations of the Eurex Exchange. The possibility to use the respective services of the System shall be technically prevented for the relevant ~~Non-DC Market Participant or Indirect Client Market Participant. In such case, the~~ Clearing Member shall conduct the Post-Trade Management.

- 12.6.4 Eurex Clearing AG may request the Clearing Member to submit written documentation in relation to a Stop Button entry pursuant to Number 12.6.1. The documentation shall contain details on the facts, in particular the amount of the agreed limit(s) ~~respectively and, as relevant,~~ positions, the orders/quotes, type of agreed other duties (e.g. compliance with economic stability criteria) and conditions, the time of submission of a declaration pursuant to Number 12.6.1 and the time of revocation of a declaration pursuant to Number 12.6.1.

12.7 Preliminary Exclusion from Trading or from Trading of Specific Products (Suspension of Trading Admission) as well as Revocation of the Admission to Clearing of Transactions concluded off-book

- 12.7.1 In case a Clearing Member declares vis-à-vis the Management ~~Boards of the Markets Board of a Market~~ pursuant to Number 11 that, for the period of non-fulfilment of conditions pursuant to Number 12.2 (Pre-Trade Limits) or of further Other Conditions within the meaning of Number 12.3 by one of its ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participants, it is no longer willing to perform its functions in relation to the Clearing of Transactions or OTC Transactions ~~of this Non-Clearing Member relating to this DC Market Participant or Indirect Client Market Participant~~ in whole or with regard to individual Transactions or, in case of FWB Transactions, with regard to certain login names of the respective ~~Non-Clearing Member DC Market Participant or Indirect Client Market Participant~~ or to certain identifier codes (trading locations), the relevant ~~Non-Clearing Member shall, from this point onwards for a respective term and for lack of guaranteeing an orderly settlement of its Transactions,~~ DC Market Participant or Indirect Client Market Participant shall forthwith temporarily be excluded from trading on the respective Market ~~or, if applicable to the respective Market,~~ the trading by the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant will be limited to certain Transaction Types or specified products (the Clearing of which is carried out by Eurex Clearing AG), on specific position accounts with certain login names or identifier codes (trading locations) for the duration of the non-fulfilment of conditions pursuant to Number 12.2 (Pre-Trade Limits) or of further Other Conditions within the meaning of Number 12.3 in accordance with the rules and regulations of such Market. At the same time, Eurex Clearing AG shall preliminarily revoke the authorisation of the relevant ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market

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[Participant](#) to have its OTC Transactions cleared by Eurex Clearing AG. The authorisation of the ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) to use the Eurex Trade Entry Services in order to enter Eurex Off-Book Trades into the Clearing, shall entirely be revoked for a limited period.

The relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) shall be promptly informed by the Markets [\(in accordance with the applicable rules and regulations of the relevant Markets\)](#) about the ordered suspension of the Trading admission electronically by the System; at the same time, its access to the respective Exchange system shall be restricted accordingly.

- 12.7.2 Clearing Members who – by way of the Stop Button pursuant to Number 12.6.1 – have declared vis-à-vis the Management Boards of the Markets that they are no longer willing to perform their functions in relation to the Clearing of Transactions of one of their ~~Non-Clearing Members~~ [DC Market Participants or Indirect Client Market Participants](#) in whole or with regard to individual products or, in case of FWB Transactions, with regard to certain login names of the respective ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) or certain identifier codes (trading locations), are obliged to immediately revoke their declaration vis-à-vis the Management Boards of the Markets by using the same system facility, if the relevant ~~Non-Clearing Member again fulfils~~ [DC Market Participant or Indirect Client Market Participant resumes compliance with](#) the conditions agreed upon with the Clearing Member. In this case, the Management Boards of the Markets shall [\(in accordance with the applicable rules and regulations of the relevant Markets\)](#) at the same time revoke the order vis-à-vis the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) pursuant to Number 12.7.1 (Suspension of Trading Admission), immediately announce such revocation electronically via the System and, again, technically provide respective utilisation of the system to the ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#).

The same applies to Clearing Members who, by way of a Stop Button entry into the System pursuant to Number 12.6.1, have declared vis-à-vis Eurex Clearing AG that they are no longer willing to perform their functions in relation to the Clearing of Transactions ~~of one of their Non-Clearing Members~~ [relating to a DC Market Participant or Indirect Client Market Participant](#). In such case, Clearing Members are obliged to immediately revoke their declaration vis-à-vis Eurex Clearing AG by way of the same system facility, when the relevant ~~Non-Clearing Member again fulfils~~ [DC Market Participant or Indirect Client Market Participant resumes compliance with](#) the conditions agreed upon with the Clearing Member.

12.8 Determination of Pre-Trade-Limits for Clearing Members by Eurex Clearing AG

- 12.8.1 Eurex Clearing AG is entitled to determine specific limits for a Clearing Member with respect to the execution of Market Transactions. If the relevant Clearing Member does not comply with the limits determined by Eurex Clearing AG, Eurex Clearing AG shall inform the relevant Clearing Member thereof.

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12.8.2 With respect to Clearing Members holding only a Clearing Licence for Eurex Transactions, Eurex Clearing AG is entitled to determine Pre-Trade Limits with respect to Eurex Transactions (including Eurex Off-Book Trades) ("**CM Pre-Trade Limits**"). If the Clearing Member breaches CM Pre-Trade Limits, the Clearing under all Standard Agreements of such Clearing Member will be suspended with immediate effect in accordance with the following provisions. Eurex Clearing AG shall notify without undue delay the affected Clearing Member and all ~~Non-Clearing Members and Registered Customers~~ affected Disclosed Direct Clients and Indirect Client Market Participants of such Clearing Member of the suspension from the Clearing.

- (1) CM Pre-Trade Limits may include restrictions with respect to the maximum aggregate margin requirement or maximum margin requirement with respect to specific Eligible Margin Assets.

Eurex Clearing AG shall immediately notify the relevant Clearing Member of the determination and any change of the CM Pre-Trade Limits.

- (2) The Clearing of Eurex Transactions or Eurex Off-Book Trades of the relevant Clearing Member or its ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participant shall be subject to prior verification by the systems of Eurex Clearing AG of the full compliance with the CM Pre-Trade-Limits. Only in case of fulfilment of these requirements, the orders and quotes of the Clearing Member or its ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participants shall be matched with other orders or quotes or their Eurex Off-Book Trades and shall be included in the Clearing.

- (3) In case of a breach of CM Pre-Trade Limits by a Clearing Member and the suspension of the Clearing by Eurex Clearing AG, the Management Board of the Eurex Exchange shall (in accordance with the applicable rules and regulations of the Eurex Exchange) immediately order the temporary exclusion of the Clearing Member and all ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants of such Clearing Member from trading and the suspension of the trading admission of the Clearing Member and all ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants of such Clearing Member in accordance with the rules of the Eurex Exchange.

The Clearing Member and all ~~Non-Clearing Members~~ DC Markets Participants and Indirect Client Market Participants of such Clearing Member shall be informed immediately about the ~~suasuspension~~ suspension of the trading admission via the system of the Eurex Exchange; at the same time, the access of the Clearing Member and all ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants of such Clearing Member to the systems of the Eurex Exchange shall be limited accordingly.

In case of a breach of CM Pre-Trade Limits, the system of the Eurex Exchange ensures that the Clearing Member and all ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants of the Clearing Member are prevented from entering orders and quotes with respect to Eurex Transactions or

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Eurex Off-Book Transactions into the system of the Eurex Exchange. Orders and quotes with respect to Eurex Transactions or Eurex Off-Book Transactions of the Clearing Member or its ~~Non-Clearing Members~~ [DC Market Participants or Indirect Client Market Participant](#) already existing in the system of the Eurex Exchange shall be deleted.

- (4) If a breach of CM Pre-Trade Limits by a Clearing Member, which led to the suspension of the Clearing pursuant to Number 12.8.2, is remedied, Eurex Clearing AG shall immediately withdraw the suspension of the Clearing of Eurex Transactions (including Eurex Off-Book Transactions) by the Clearing Member and its ~~Non-Clearing Members~~ [DC Market Participants and Indirect Client Market Participants](#) and the Management Board of the Eurex Exchange shall [\(in accordance with the applicable rules and regulations of the relevant Markets\)](#) immediately withdraw the temporary exclusion from trading and the suspension of the trading admission with respect to the Clearing Member and its ~~Non-Clearing Members~~ [DC Market Participants and Indirect Client Market Participants](#), provided that no measures have been taken with respect to the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) pursuant to Numbers 12.1 to 12.7.

13 Termination of Clearing Agreements, Clearing Licenses and Basic Clearing Member Clearing Licenses

13.1 Termination of Clearing Agreements, Clearing Licenses and Basic Clearing Member Clearing Licenses

- 13.1.1 Subject to the following Sub-Paragraph, Eurex Clearing AG or the Clearing Member may terminate [\(kündigen\)](#) individual or all Clearing Agreements or individual or all Clearing Licences at any time. Such termination requires written notice to the Clearing Member or Eurex Clearing AG ~~in the case of a Clearing License~~ and, in the case of ~~a-an ICM Clearing Agreement, to the other parties to the Clearing Agreement, respectively~~ [in addition, to the relevant ICM Client](#). The termination shall take effect on the later of the following dates: (i) 30 days after receipt of the termination notice (and, in the case of a termination notice [with respect to an ICM Clearing Agreement](#) that is to be received by Eurex Clearing AG and ~~another party to the Clearing Agreement~~ [the relevant ICM Client](#), only upon receipt by Eurex Clearing AG of evidence of receipt by such ~~other party~~ [ICM Client](#)) and (ii) after all Transactions which are subject to the respective Clearing Agreement(s) or Clearing License(s) have been cancelled, closed or fulfilled.

Eurex Clearing AG, the Basic Clearing Member or the Clearing Agent may (each acting for itself only) terminate the Basic Clearing Member Clearing Agreements at any time. Eurex Clearing AG or the Basic Clearing Member may terminate individual or all Basic Clearing Member Clearing Licences of the Basic Clearing Member at any time. A termination requires (i) in the case of a termination of the Basic Clearing Member Clearing Agreement, written notice to the respective other parties to the Basic Clearing Member Clearing Agreement, and (ii) in the case of a termination of an individual or all Basic Clearing Member Clearing Licences of the Basic Clearing Member, written notice

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(in the case of a termination by or on behalf of the Basic Clearing Member) to Eurex Clearing AG and (in the case of a termination by Eurex Clearing AG) to the Basic Clearing Member and the Clearing Agent. The termination shall take effect 30 days after receipt of the termination notice (and, in the case of a termination notice relating to the Basic Clearing Member Clearing Agreement that is to be received by Eurex Clearing AG and another party to the Clearing Agreement, only upon receipt by Eurex Clearing AG of evidence of receipt by the relevant other party to the Basic Clearing Member Clearing Agreement).

- 13.1.2 Eurex Clearing AG is entitled to terminate a specific Clearing Licence with immediate effect if the prerequisites pursuant to Number 7.2.1 Paragraph (3) are fulfilled with respect to such Clearing Licence. Eurex Clearing AG is entitled to terminate a specific Basic Clearing Member Clearing Licence with immediate effect if the prerequisites pursuant to Part 6 Number 10 in conjunction with Number 7.2.1 Paragraph (3) (applied *mutatis mutandis*) are fulfilled with respect to such Basic Clearing Member Clearing Licence.
- 13.1.3 If a Clearing Agreement or the relevant Clearing License of a Clearing Member has been terminated, no new Transaction of such Clearing Member may be included in the Clearing after receipt of the termination notice in accordance with Number 13.1.1.
- 13.1.4 If a Basic Clearing Member Clearing Agreement or a Basic Clearing Member Clearing License have been terminated, no new Basic Clearing Member Transaction (in the case of a termination of a Basic Clearing Member Clearing License, only if such new Basic Clearing Member Transaction would fall within the scope of such terminated Basic Clearing Member Clearing License) of such Basic Clearing Member may be included in the Clearing after receipt of the termination notice in accordance with Number 13.1.1. In such case, the Basic Clearing Member, as relevant and subject to Number 13.1.5, (i) may not enter new orders or quotes into the systems of the Markets, (ii) is obliged to cancel all outstanding orders and quotes, if and to extent possible under the rules and regulations of the relevant Markets, and any pending novations and (iii) is obliged to close its Basic Clearing Member Transactions or, if permitted under the Clearing Conditions, transfer its Basic Clearing Member Transactions prior to the termination becoming effective. Eurex Clearing AG shall, subject to Number 13.1.5, inform the Management Board of the relevant Market in writing about a termination of the Basic Clearing Member Clearing Agreement or relevant Basic Clearing Member Clearing License and about the time when the termination becomes effective.
- 13.1.5 If a Basic Clearing Member Clearing Agreement has been terminated, Eurex Clearing AG shall release the Contributions of the Clearing Agent (that has been a party to such Basic Clearing Member Clearing Agreement) to the Default Fund that are attributable to this Clearing Agent acting as Clearing Agent for the Basic Clearing Member in respect of the Basic Clearing Member Transactions to which such Basic Clearing Member Clearing Agreement related, no later than four weeks after (i) in the case of Number 13.1.4, all such Basic Clearing Member Transactions have been closed or settled and (ii) in the case of the appointment of a new Clearing Agent in respect of such Basic Clearing

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Member Transactions, such new Clearing Agent has made the Contributions to the Default Fund in respect of such Basic Clearing Member Transactions.

13.2 Special provisions regarding termination of ICM Clearing Agreements~~involving a Non-Clearing Member or Registered Customer~~

13.2.1 ~~A Non-Clearing Member or Registered Customer, respectively, An ICM Client~~ may terminate ~~a~~an ICM Clearing Agreement to which it is party at any time pursuant to Number 13.1, applied *mutatis mutandis*.~~Number 1.1.7 Paragraph (10) shall remain unaffected.~~

13.2.2 If ~~a Non-Clearing Member or Registered Customer has caused a breach of~~an ICM Client has breached its obligations under ~~the~~its ICM Clearing Agreement vis-à-vis Eurex Clearing AG and such breach continues for more than 30 calendar days after such ~~Non-Clearing Member or Registered Customer~~ICM Client receives written notice thereof from Eurex Clearing AG, Eurex Clearing AG may terminate such ICM Clearing Agreement pursuant to Number 13.1, applied *mutatis mutandis*, whereas such termination shall take effect upon expiry of a period of 15 calendar days.

13.2.3 Upon receipt of a termination notice pursuant to Number 13.2.2, the relevant ~~Non-Clearing Member (i) may not~~ICM Client (in its capacity as DC Market Participant) (i) may no longer enter new orders or quotes into the systems of the Markets (other than with respect to inverse Transactions concluded with its Clearing Member), (ii) is obliged to cancel all outstanding orders and quotes, if and to extent possible under the rules and regulations of the relevant Markets, and any pending novations and (iii) is obliged to close its Transactions or transfer its Transactions to another Clearing Member. Eurex Clearing AG shall inform the Management Board of the respective Market in writing about a termination of ~~a~~an ICM Clearing Agreement involving a ~~Non-Clearing Member~~DC Market Participant and about the time when the termination becomes effective. In addition, Number 10.5 applies *mutatis mutandis*.

13.2.4 Upon receipt of a termination notice pursuant to Number 13.2.2, (i) no new Transactions shall be included in the Clearing by the Clearing Member ~~with respect to such Registered Customer~~relating to a DC With System Access or Basic DC, and (ii) the Clearing Member must close or transfer its relevant ~~RC-Related~~DC-Related Transactions to another Clearing Member. In addition, Number 11.3 applies *mutatis mutandis*.

13.3 Reservations

13.3.1 The right to terminate the Clearing Agreement or Basic Clearing Member Clearing Agreement for serious cause (*aus wichtigem Grund*) shall remain unaffected by this Number 13.

13.3.2 Number 7 and the other provisions relating to a Termination or Basic Clearing Member Termination pursuant to the Clearing Conditions shall remain unaffected by this Number 13.

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14 Liabilities, Emergency Actions, Contractual Penalties (*Vertragsstrafen*), Delegation

14.1 Liability, Emergency Actions

14.1.1 The Clearing Members (including, for the purposes of this Number 14, in their capacity as Clearing Agents) and the Basic Clearing Members shall be liable for wilful misconduct and negligence. If a Clearing Member or a Basic Clearing Member causes any damages (*Schäden*) for Eurex Clearing AG, such damages shall in particular include any loss and properly incurred legal fees (including any applicable VAT).

14.1.2 Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), unless Eurex Clearing AG violates any of its essential obligations (*wesentliche Vertragspflichten*) under the Clearing Agreement (incorporating the Clearing Conditions). An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and as well a performance of which the Clearing Member, ~~Non-Clearing Member, Registered Customer~~ ICM Client or Basic Clearing Member, respectively, trusts in and may trust in. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted only to damages typically foreseeable at the time of granting the Clearing License. The provisions under the previous sentences above shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

14.1.3 In case an orderly Clearing Procedure with a Clearing Member or a Basic Clearing Member is disrupted, in particular by technical disruptions, the relevant Clearing Member or Basic Clearing Member shall immediately notify Eurex Clearing AG thereof. Any respective emergency actions by Eurex Clearing AG are legally binding on all contractual parties.

14.1.4 Eurex Clearing AG shall not be liable for damages arising out of a business disruption as a result of *force majeure*, riots, events of war and natural events or natural phenomena, or as a result of other events outside the control of Eurex Clearing AG (e.g. strikes, lock-outs, traffic blocks, disruptions of supply chains) or events which occur as a result of actions of German or foreign governmental authorities.

14.1.5 Eurex Clearing AG shall, after sufficient testing, operate and maintain the equipment and systems in their sphere of responsibility, including application and communication software.

14.2 Disciplinary Procedures; Contractual Penalties (*Vertragsstrafen*)

14.2.1 All Clearing Members and Basic Clearing Members are subject to the disciplinary procedures (the “**Disciplinary Procedures**”) as set out in the disciplinary procedures rules, which are published on the website of Eurex Clearing AG (www.eurexclearing.com) and shall form an integral part of these Clearing Conditions, (the “**Disciplinary Procedures Rules**”). Pursuant and subject to the Disciplinary Procedures Rules, certain Sanctions (as defined in the Disciplinary Procedures Rules) may be imposed on a Clearing Member or a Basic Clearing Member following the alleged breach of such

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Clearing Member or such Basic Clearing Member of any of its obligations under, or any of its representations made in, the Clearing Agreement (including the Clearing Conditions). Such Sanctions may include contractual penalties (*Vertragsstrafen*), provided that the Disciplinary Procedures Rules do not apply to contractual penalties (*Vertragsstrafen*) which are explicitly regulated in the Clearing Conditions (other than in the Disciplinary Procedures Rules).

Eurex Clearing AG shall establish a Committee for the purpose of providing recommendations to the Executive Board of Eurex Clearing AG in connection with the Disciplinary Procedures, as provided for in the statutes of the disciplinary committee (the "**Statutes of the Disciplinary Committee**"). The Statutes of the Disciplinary Committee are published on the website of Eurex Clearing AG (www.eurexclearing.com) and shall form an integral part of these Clearing Conditions.

14.2.2 If a Termination Event pursuant to Number 7.2.1 Paragraph (1) or a Basic Clearing Member Termination Event pursuant to Part 6 Number 10 in conjunction with Number 7.2.1 Paragraph (1) (applied *mutatis mutandis*) occurs or in the event of a failure to deliver Securities or other assets or a failure to provide any cash amount where a Physical Settlement shall occur in accordance with the Special Clearing Provisions – irrespective of whether Eurex Clearing AG has suffered any damage – unless such failure to deliver Securities or other assets or such failure to provide a cash amount results from force majeure (*höhere Gewalt*) and/or a general market or system disruption that is outside the control of the Clearing Member or Basic Clearing Member, the Clearing Member or Basic Clearing Member shall pay, in accordance with the instructions received from Eurex Clearing AG, a contractual penalty in the amount of 0.025 per cent of the relevant unpaid due amount, but no less than EUR 2,500 – or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG – per calendar day, however, no more than EUR 25,000 or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG. If the amount calculated from the above percentage exceeds EUR 25,000, the amount of the contractual penalty shall – notwithstanding the provisions in Sentence 1 – be calculated according to a percentage of the relevant unpaid due amount, such percentage having been fixed and notified in advance by Eurex Clearing AG. Such percentage shall be based on the effective overnight interest rate applicable to the relevant Clearing Currency. The right of Eurex Clearing AG to claim further damages and/or default interest shall remain unaffected.

14.2.3 Eurex Clearing AG shall, upon written notice by a Clearing Member or Basic Clearing Member which has suffered damage as a consequence of the failure to comply with the obligations referred to in Number 7.2.1 Paragraph (1) or in Part 6 Number 10 in conjunction with Number 7.2.1 Paragraph (1) (applied *mutatis mutandis*), be entitled to assign to such Clearing Member or Basic Clearing Member with discharging effect any claims it may have against the defaulting Clearing Member or Basic Clearing Member.

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14.3 Delegation

Eurex Clearing AG shall be permitted to delegate in its own name the performance of the services assigned to it in whole or in part to third parties, provided that Eurex Clearing AG considers such delegation reasonable with regard to the interests of the Clearing Members. If Eurex Clearing AG delegates the performance of its services, it shall only remain responsible for the performance of the contractual obligations (*Primärleistungspflichten*) in respect of such services, but shall otherwise only be liable for diligently selecting and providing initial instructions to such delegate. However, upon request, Eurex Clearing AG shall assign any existing claims arising out of such delegation against such delegate to the respective Clearing Member or Basic Clearing Member.

15 Transmission of information by Eurex Clearing AG; Outsourcing of Clearing Functions

15.1 Transmission of information relating to Clearing Members, Clearing Agents, ~~Non-Clearing Members, Registered Customers, Specified~~ Disclosed Direct Clients and Basic Clearing Members by Eurex Clearing AG

15.1.1 Eurex Clearing AG treats all data and information which relate to its Clearing Members, Clearing Agents, ~~Non-Clearing Members, Registered Customers, Specified~~ Disclosed Direct Clients and Basic Clearing Members confidentially. Eurex Clearing AG shall be authorised – subject to applicable law – to transfer such data and information to competent supervisory authorities or other authorised third parties domestic or abroad which are subject to confidentiality regulations with respect to such data and information comparable to those of Eurex Clearing AG.

Other client-related information may only be passed on by Eurex Clearing AG if it is already publicly available or if it is legally required to be passed on or if the relevant Clearing Member, Clearing Agent, ~~Non-Clearing Member, Registered Customer, Specified~~ Disclosed Direct Client and Basic Clearing Member has agreed to it.

15.1.2 Notwithstanding the provisions in Number 15.1.1, Eurex Clearing AG shall be entitled to pass on the following information to the exchange and off-exchange trading platforms for which the Clearing Member has applied to become a Market Participant:

- (1) granting of a Clearing License or a Basic Clearing Member Clearing License;
- (2) termination or suspension of a Clearing License or a Basic Clearing Member Clearing License;
- (3) occurrence of a Termination Event, Insolvency Termination Event and Termination Date or Basic Clearing Member Termination Event, Basic Clearing Member Insolvency Termination Event and Basic Clearing Member Termination Date; and
- (4) termination of the Clearing Agreement.

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15.1.3 Notwithstanding the provisions in Number 15.1.1, Eurex Clearing AG shall also be entitled to transmit or to request from clearing and settlement institutions or independent auditors which are subject to confidentiality regulations comparable to those applicable to Eurex Clearing AG, all data and information which refer to Clearing Members, Clearing Agents, ~~Non-Clearing Members, Registered Customers~~ Disclosed Direct Clients and Basic Clearing Members and which are necessary for the orderly conduct of the Clearing and for the fulfilment of Transactions.

15.1.4 The Clearing Member agrees to obtain written (*Textform*) consent of each of its Specified Disclosed Direct Clients to the transmission of information related to such Specified Disclosed Direct Client by Eurex Clearing AG pursuant to this Number 15.

15.2 Fulfilment and partial outsourcing of Clearing-related functions

15.2.1 Subject to Numbers 15.2.2 to 15.2.12, each ~~Clearing Member and Non-Clearing Member~~ and, subject to the Basic Clearing Member Provisions, each Clearing Agent and each Basic Clearing Member has to perform by itself and on its own responsibility all functions incumbent on it in the context of the Clearing. References in Numbers 15.2.2 to 15.2.12 to a Clearing Member shall include, where applicable, a Clearing Member in its capacity as a Clearing Agent.

15.2.2 A Clearing Member, ~~a Non-Clearing Member,~~ or a Basic Clearing Member (“**Outsourcer**”) may outsource the Clearing, risk management or back-office functions (“**Outsourced Functions**”) to be performed by it in whole or in part to another entity (“**Insourcer**”) by way of an outsourcing arrangement between the Outsourcer and the Insourcer (“**Outsourcing**”). The Insourcer may outsource the Outsourced Functions which are outsourced to him (“**Sub-Outsourcing**”) to another Insourcer (“**Sub-Outsourcer**”) with the prior approval of the relevant Outsourcer. The following requirements for Outsourcing shall apply accordingly to any Sub-Outsourcing.

15.2.3 The Outsourcer remains fully responsible towards Eurex Clearing AG for the orderly conduct of the Outsourced Functions.

15.2.4 Any Outsourcing shall fulfil the following requirements:

- (1) The Outsourcing is in compliance with the laws and regulations applicable to the Outsourcer as well as to the Insourcer and the relevant Clearing Agreement.
- (2) The Outsourcer ensures the performance of the Outsourced Functions by the Insourcer and that the fulfillment of its obligations arising from the Clearing Conditions is not affected by the Outsourcing.
- (3) As a result of the Outsourcing, Eurex Clearing AG will not be required to obtain any additional license or authorisation unless Eurex Clearing AG in its free discretion decides to apply for such license or authorisation.
- (4) ~~In case of an Outsourcing by a Non-Clearing Member to an entity other than its Clearing Member, the Clearing Member has consented to the Outsourcing.~~ In case

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of an Outsourcing by a Basic Clearing Member to an entity other than its Clearing Agent, the Clearing Agent has consented to the Outsourcing.

- (5) The Outsourcer has to fulfil any further prerequisites as may be determined by Eurex Clearing AG in its reasonable discretion and published in accordance with Number 16.1.
- (6) ~~The~~ [Except in the case of an Outsourcing by the Clearing Member to its DC Market Participant in accordance with Number 1.1.9 \(2\) or to its Indirect Client Market Participant in accordance with Number 1.1.13 \(5\),](#) the Outsourcer submits to Eurex Clearing AG prior to the commencement of the Outsourcing the following information in a form provided by Eurex Clearing AG which can be downloaded from the website of Eurex Clearing AG ("**Outsourcing Notice**"):
 - (i) the name and registered office of the Insourcer,
 - (ii) the date on which the Outsourcing shall begin ("**Outsourcing Begin**") and the envisaged term of the Outsourcing,
 - (iii) a contact person at the Insourcer in relation to the Outsourced Functions to escalate any issues in respect of the Outsourced Functions who shall be available during regular business hours.
- (7) The Outsourcer has to provide to Eurex Clearing AG any other information as may reasonably be requested by Eurex Clearing AG for the purposes of assessing the envisaged Outsourcing.
- (8) The Outsourcer contractually ~~oblige~~ [obliges](#) the Insourcer to appoint a qualified employee in the back office pursuant to Number 2.1.2 Paragraph (5) (c), applied *mutatis mutandis* (this shall only apply if the Outsourcer itself is required to comply with such requirement and shall not apply if the Insourcer is a Clearing Member or a Basic Clearing Member which is already required to comply with such requirement vis-à-vis Eurex Clearing AG directly or if the Outsourcer has a qualified clearing staff member).
- (9) The Outsourcer ensures that all requirements under this Number 15.2.4 are fulfilled during the complete term of the Outsourcing and shall inform Eurex Clearing AG in written form about any changes in this regard.

15.2.5 An Outsourcing [\(other than an Outsourcing by a Clearing Member to its DC Market Participant in accordance with Number 1.1.9 Paragraph \(2\)\)](#) may only be commenced if (i) the Outsourcer has submitted the Outsourcing Notice to Eurex Clearing AG and (ii) Eurex Clearing AG has confirmed the receipt of the Outsourcing Notice in writing.

Eurex Clearing AG may rely on the respective information provided by the Outsourcer and will not conduct own investigations in this regard.

15.2.6 Eurex Clearing AG may at any time and at its own expense check, or authorise an independent auditor to check, documents and processes related to the Clearing

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Procedures in the business premises of the Outsourcer and the Insourcer ("**Compliance Audit**"). The Outsourcer shall contractually ensure that Eurex Clearing AG is entitled to equally execute these rights vis-à-vis the Insourcer.

Any Compliance Audit is solely carried out in the interest of Eurex Clearing AG. Eurex Clearing AG is not obliged to reassess the results of any audit or any information provided by the Outsourcer.

15.2.7 Eurex Clearing AG may at any time exercise a veto right in respect of the Outsourcing if it becomes aware of one of the following events or if a probable cause exists of a:

- (1) non-compliance by the Outsourcer with the requirements for Outsourcing stipulated under Number 15.2.4;
- (2) risk of reputational damages for Eurex Clearing AG caused by the Outsourcing (e.g. by the relevant Insourcer disclosing confidential information to third parties); or
- (3) concentration risk due to the appointment of the same Insourcer by several Outsourcers,

and if, in Eurex Clearing AG's determination, this may have a material adverse effect on the Clearing Procedures. Upon exercise of the veto right by Eurex Clearing AG, the Outsourcer is obliged to terminate the Outsourcing with immediate effect or at a time specified by Eurex Clearing AG and to perform the Outsourced Functions by itself.

Before exercising its veto right, Eurex Clearing AG may grant the Outsourcer an adequate grace period to remedy the relevant issues. During such period, Eurex Clearing AG may partially restrict the Outsourcing and/or restrict the access of the Insourcer to its systems.

15.2.8 Eurex Clearing AG's liability for any damages, losses and expenses caused by an inadequate or wrongful exercise of (i) the veto right pursuant to Number 15.2.9 or (ii) the right to conduct Compliance Audits pursuant to Number 15.2.7 shall be restricted to wilful misconduct (Vorsatz) or gross negligence (grobe Fahrlässigkeit), except for any damages incurred as a result of injury to life, body or health caused negligently or intentionally.

15.2.9 Eurex Clearing AG shall be entitled to transfer to the Insourcer any information and customer-related data obtained by Eurex Clearing AG in connection with the Clearing Procedures to the extent that such transfer of data is necessary for the orderly conduct of the Outsourced Functions. The Outsourcer shall indemnify Eurex Clearing AG for any damages claimed by third parties alleging the violation of applicable data protection law or any contractual provisions by such transfer. This obligation shall remain in force for a period of three (3) years after expiry or termination of the Clearing Agreement between the Outsourcer and Eurex Clearing AG.

16 Publications and Notices

16.1 If provided for in these Clearing Conditions, all notices from Eurex Clearing AG regarding these Clearing Conditions will be published (i) via electronic circular to the Clearing

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Members (which term shall, in this Number 16, include Clearing Members in their capacity as Clearing Agents), ~~Non-Clearing Members, Registered Customers~~ [ICM Clients](#) and Basic Clearing Members or (ii) on the Eurex Clearing AG website (www.eurexclearing.com) for at least three (3) Business Days. Such notices will become effective immediately upon publication, provided that changes and amendments to the Clearing Conditions will become effective in accordance with Number 17.2 and Number 17.3.

16.2 All notices to be given between Eurex Clearing AG and a Clearing Member ~~or a Non-Clearing Member, Registered Customer or~~ a Basic Clearing Member [or an ICM Client](#) shall be given in such form and at such address as agreed and/or notified from time to time by the relevant party. Notices may be given in the German or in the English language. Unless otherwise specified in these Clearing Conditions notices by Clearing Members, ~~Non-Clearing Members, Registered Customers or~~ Basic Clearing Members [or ICM Clients](#) may be made by telefax or e-mail. Forms published by Eurex Clearing AG in the English language only must be used in such language.

16.3 Each Clearing Member, ~~Non-Clearing Member, Registered Customer~~ [ICM Client](#) and Basic Clearing Member acknowledges that Eurex Clearing AG will send to Clearing Members, ~~Non-Clearing Members, Registered Customers~~ [ICM Clients](#) and Basic Clearing Members notices ~~–and~~ [and](#) reports in the systems of Eurex Clearing AG in an area which is only individually accessible to ~~it~~ [them](#) (the “**Access Area**”). Eurex Clearing AG is not entitled to access or change the Access Area of a Clearing Member, ~~Non-Clearing Member, Registered Customer~~ [ICM Client](#) or Basic Clearing Member without its consent. Reports and notifications stored in an Access Area will regularly be exchanged against new notices or reports within ten (10) Business Days of their storage in the Access Area.

16.4 Each Clearing Member, ~~Non-Clearing Member, Registered Customer~~ [ICM Client](#) and Basic Clearing Member acknowledges that the notices and reports which are made accessible in the individual Access Area may also contain declarations (*Willenserklärungen*), in particular acceptances (*Annahmen*) of Transactions and other declarations of particular importance.

17 Miscellaneous

17.1 Governing law; Place of jurisdiction

17.1.1 Unless provided otherwise, the rights and obligations arising out of, and in connection with, these Clearing Conditions shall be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Only the English language version of these Clearing Conditions (including any document that is stated to form part of the Clearing Conditions) is legally binding. A German language version is no longer provided.

In these Clearing Conditions (including any document that is stated to form part of the Clearing Conditions) terms used in the English language shall:

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- (i) if accompanied by a German language term, have the meaning attributed to such German language term in accordance with the relevant German law concepts; and
- (ii) if not accompanied by a German language term, unless otherwise provided or unless the context requires otherwise, have the meaning of, and be interpreted in accordance with, German law and the corresponding German law concepts.

Any reference to the Clearing Conditions of Eurex Clearing AG (or to the *Clearing-Bedingungen der Eurex Clearing AG*) in any other document incorporating the Clearing Conditions of Eurex Clearing AG (or the *Clearing-Bedingungen der Eurex Clearing AG*), stated to form part thereof or of any Clearing Agreement or otherwise referring thereto shall only be a reference to these Clearing Conditions in their binding English language version (as amended from time to time). Any reference in these Clearing Conditions to any document, rulebook, rules or terms of an entity other than Eurex Clearing AG in a particular language version shall remain unaffected.

17.1.2 Any non-contractual rights and obligations arising out of, and in connection with, these Clearing Conditions shall be governed by the substantive laws (Sachrecht), excluding German private international law, of Germany.

17.1.3 Exclusive place of jurisdiction for all disputes arising out of, or in connection with, these Clearing Conditions is Frankfurt am Main.

17.2 Changes and Amendments to the Clearing Conditions

17.2.1 Eurex Clearing AG reserves the right to change or amend the Clearing Conditions and the Procedures Manual at any time; any changes and amendments ~~of these to the~~ Clearing Conditions shall be ~~published~~ notified in accordance with Number 16.1(i) and (ii).

17.2.2 Unless otherwise provided for in ~~these the~~ Clearing Conditions, ~~such publication-any~~ change or amendment to the Clearing Conditions will be ~~made~~ notified to all affected Clearing Members, affected ~~Non-Clearing Members, affected Registered Customers-ICM~~ Clients and/or affected Basic Clearing Members (“**Affected Customers**”) at least fifteen (15) Business Days prior to the effective date fixed in the relevant notice (“**Regular Notification Period**”).

17.2.3 If Special Provisions (as defined below) are to be changed or amended, Eurex Clearing AG will carry out a Consultation prior to the publication of the changes or amendments subject to and in accordance with Number 17.3. If in the Consultation more than two Affected Customers request the application of a Prolonged Notification Period, the publication of changes and amendments will be made three (3) months prior to the effective date fixed in the relevant notice (“**Prolonged Notification Period**”).

17.2.4 “**Special Provisions**” are

- Numbers 1.5, 6, 7, 9, 16.1, 17.2 and 17.3,
- Subpart C Number 2.1.2 and 3.3 of the Individual Clearing Model Provisions,

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- Chapter IV Part 2 Number 2.6 Paragraph (1) (b),
- Chapter V Part 2 Number 2.2.1 Paragraph (4),
- Chapter VIII Part 1 Number 1.7 Paragraphs (2) and (11),
- Chapter VIII Part 3 Numbers 3.3 to 3.7,
- Chapter VIII Part 4 Number 4.4 to 4.7 and 4.11,
- Chapter IX Part 2 Number 2.6.4 Paragraph (4),
- Chapter IX Part 2 Number 2.7.2 Paragraph (2),
- Appendix 13 Clause 5 Sentence 6,
- each of the Appendices to the Clearing Conditions to the extent that clauses in such Appendices relate to the granting of powers of attorney, the granting of margin or the creation of security interests,
- the Procedures Manual to the extent the issues contained therein may have an impact on the risk management of Eurex Clearing AG, ~~the Clearing Members, Non-Clearing Members, Registered~~ or the Affected Customers ~~and Basic Clearing Members,~~
- the DMC Rules and the DM Auction Rules and
- any newly added provisions relating to the subject matter of the provisions listed above.

Rules or Agreements (except for those set forth in the preceding sentence), which are referred to in these provisions, do not qualify as Special Provisions.

17.2.5 Notwithstanding a prior Consultation (if any), Affected Customers may submit in writing to Eurex Clearing AG comments to any changes or amendments of the Clearing Conditions within the first 10 Business Days of the Regular Notification Period or the Prolonged Notification Period, as applicable. Eurex Clearing AG shall assess whether these comments prevent the published change or amendment from becoming effective taking into account the interests of Eurex Clearing AG, all Clearing Members, ~~Non-Clearing Members, Registered Customers~~ ICM Clients and Basic Clearing Members. If necessary, Eurex Clearing AG will consult the EMIR Risk Committee within the scope of competence of the EMIR Risk Committee or, where required, seek advice from other sources. There is no obligation of Eurex Clearing AG to implement a comment. To the extent Eurex Clearing AG decides to implement comments of Affected Customers the relevant changes and amendments will be published again in accordance with the initial notification period (i.e. either a Regular Notification Period or a Prolonged Notification Period, as the case may be) there will, however, be no new assessment of the comments of the Affected Customers pursuant to this Number 17.2.5.

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17.2.6 Each Affected Customer accepts each change and amendment of the Clearing Conditions, unless it objects by written notice to Eurex Clearing AG within the Regular Notification Period or the Prolonged Notification Period, as applicable. Eurex Clearing AG will inform the Affected Customers of the effects of such approval in the relevant publication of the changes and amendments of these Clearing Conditions. The right to terminate the Clearing Agreement pursuant to Number 7.2.1 Paragraph (4) shall remain unaffected.

17.3 Consultation in case of changes and amendments of the Clearing Conditions

17.3.1 Scope of Application and Definitions

- (1) Prior to the publication of changes or amendments of any Special Provisions, Eurex Clearing AG will, by notice published in accordance with Number 16.1 (i), invite all Affected Customers to submit comments to the proposed changes and amendments and/or to express their desire for the application of a Prolonged Notification Period within one month after the publication of the relevant invitation ("**Consultation**").
- (2) A Consultation pursuant to Paragraph (1) does not take place with regard to (i) editorial changes or amendments, (ii) changes or amendments necessary to comply with statutory or regulatory requirements, as well as (iii) changes or amendments (except for changes or amendments to Numbers 6, 7, 9, 17.2 or 17.3) due to Extraordinary Market Conditions (as defined below); accordingly, the Regular Notification Period applies.

"**Extraordinary Market Conditions**" are, as determined by Eurex Clearing AG,

- (a) events or circumstances which affect or may affect the orderly Clearing, the orderly settlement and liquidation of Transactions or the existence or orderly functioning of the Clearing Process.
- (b) other market disruptions which render impossible or impracticable the orderly determination of closing prices (*Schlusskursen*) or settlement prices; or
- (c) events or circumstances which establish non tolerable insecurity, volatility or risks with regard to Transactions or the Clearing which may negatively impact on the financial or commodities markets relevant for the Clearing, which, in each case, render it impractical for Eurex Clearing AG to continue to operate the Clearing in accordance with the Clearing Conditions (or the clearing in accordance with the FCM Clearing Conditions) while sufficiently managing its risks.

Extraordinary Market Conditions may even occur if only a single Clearing Member, a single Basic Clearing Member, a single FCM Clearing Member (as defined in Number 6) (e.g. in case of a default) or a group of Clearing Members, Basic Clearing Members or FCM Clearing Members is/are affected, provided that any of the events or circumstances described in (a) to (c) exist. The default of a Clearing Member, a

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Basic Clearing Member or FCM Clearing Member does not per se constitute Extraordinary Market Conditions.

17.3.2 During a Consultation, Eurex Clearing AG will, taking into account the interests of Eurex Clearing AG and all Clearing Members, ~~Non-Clearing Members, Registered Customers~~ ICM Clients and Basic Clearing Members assess the comments received by the Affected Customers in the Consultation and, if necessary, consult the EMIR Risk Committee within the scope of competence of the EMIR Risk Committee or, where required, seek advice from other sources. ~~There is no obligation of~~ Eurex Clearing AG is not obliged to implement a comment. To the extent Eurex Clearing AG decides to ~~accept proposed changes or amendments by~~ implement comments of Affected Customers, an amended version of the relevant changes or amendments taking into account the proposed changes or amendments will be published following the Consultation pursuant to Number 17.2; there shall be no new Consultation pursuant to Number 17.3.

17.3.3 If in a Consultation more than two Affected Customers request the application of the Prolonged Notification Period, Eurex Clearing AG shall notify all Affected Customers promptly, by notice in accordance with Number 16.1 (i), and confirm that the Prolonged Notification Period applies instead of the Regular Notification Period.

17.3.4 Eurex Clearing AG will in connection with regular meetings of the EMIR Risk Committee within the scope of competence of the EMIR Risk Committee or, where required, otherwise deliver a summary report of the comments received during the Consultation as well as on the position taken by Eurex Clearing AG.

17.4 **Current Version of the Clearing Conditions**

The current valid version of the Clearing Conditions is available ~~via the internet on~~ Eurex Clearing's AG website (www.eurexclearing.com).

17.5 **Ancillary Services**

~~In addition to the clearing services stipulated in the Clearing Conditions,~~ Eurex Clearing AG may provide the following ancillary clearing services ~~as outlined in this subsection in accordance with this Number 17.5.~~

17.5.1 **Historical Enquiry**

Clearing Members receive cash, transaction and position reports through the Common Report Engine. Eurex Clearing AG may provide extracts from such reports on request of the respective Clearing Member. These requests may include data inquiries regarding cash, transactions and positions of the respective Clearing Member, ~~Non-Clearing Member or Registered Customer for which the~~ Clearing Member is responsible for the clearing of transactions. ~~Eurex Clearing AG shall charge a fee for this service pursuant to the Price List of Eurex Clearing AG.~~ and its Disclosed Direct Clients.

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17.5.2 **Mass Position Transfer~~on~~ ~~Behalf~~**

~~Clearing Members, Non-Clearing Members and Registered Customers are enabled by Eurex Clearing AG to transfer their derivatives positions on their own for various purposes. Mass transfers can be executed. The Clearing Member, the DC Market Participant and the DC With System Access may initiate a mass position transfer of the respective Eurex Transactions entered into through the C7 Clearing GUI by using the External Bulk-Position-Transfer functionality. Eurex Clearing AG may process such a mass position transfer from one Clearing Member, Non-Clearing Member or Registered Customer to another Clearing Member, Non-Clearing Member or Registered Customer on request of one of the parties and agreed by all affected parties. Only the transfer of all derivatives positions is possible (no partial transfer). Eurex Clearing AG shall charge a fee for this service pursuant to the Price List of Eurex Clearing AG between Eurex Clearing AG and the relevant Clearing Member through the C7 Clearing GUI by using the External Bulk-Position-Transfer functionality. Subject to the prior consent by all affected parties (including the relevant transferee), Eurex Clearing AG may enter such mass position transfer on behalf of the respective parties in its system. Any such transfer must relate to all Eurex Transactions related to the relevant Clearing Member, DC Market Participant or DC With System Access (no partial transfer).~~

17.5.3 **Collateral Transfer~~on~~ ~~Behalf~~**

~~Clearing Members may transfer collateral for various purposes. A Clearing Member may initiate the collateral transfer via the system of Eurex Clearing. Upon request, Eurex Clearing AG acting on behalf of the Clearing Member may perform the collateral transfer (e.g. in case of a change of a Clearing Member or a clearing model change pursuant to Part 8). Eurex Clearing AG may transfer the requested collaterals on behalf of the respective Clearing Member. Eurex Clearing AG shall charge a fee for this service pursuant to the Price List of Eurex Clearing AG (Number 8) in its system.~~

17.5.4 **Collateral Maintenance~~on~~ ~~Behalf~~**

~~Clearing Members, Non-Clearing Members and Registered Customers. The Clearing Member, the DC Market Participant and the DC With System Access are enabled by Eurex Clearing AG to manage their~~the~~ collateral requirements on their own pursuant to the respective clearing model provisions. Eurex Clearing AG may support the entry, deletion, cancellation and confirmation of collateral transactions on request of the respective Clearing Member, Non-Clearing Member or Registered Customer. Eurex Clearing AG shall charge a fee for this service pursuant to the Price List of Eurex Clearing AG DC Market Participant or DC With System Access.~~

17.5.5 **Re-Opening of Derivatives Positions~~on~~ ~~Behalf~~**

On request of a Clearing Member, Eurex Clearing AG may support the process of the re-opening of erroneously closed positions. ~~Eurex Clearing AG shall charge a fee for this service pursuant to the Price List of Eurex Clearing AG.~~

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17.5.6 Provision of Balance Statements on Request

~~Clearing Members, Non-Disclosed Direct Clients with access to the Common Report Engine and Clearing Members and Registered Customers~~ receive collateral, cash and position reports through the Common Report Engine. Eurex Clearing AG may provide extracts ~~from the beforementioned~~ of such reports on request of the respective Clearing Member for a specific date.

17.5.7 Fees for the Ancillary Services

Eurex Clearing AG ~~shall charge a fee for this service~~ charges the Clearing Member a fee for each of the services under Numbers 17.5.1 to 17.5.6 pursuant to the Price List of Eurex Clearing AG.

18 Termination of existing Clearing Agreements pursuant to Appendix 2; Transitional Provisions

18.1 Defined Terms

For the purpose of this Number 18, the following definitions shall apply:

- (1) "Amendment Effective Date" means 28 January 2019.
- (2) "Appendix 2 Clearing Agreement" means each Clearing Agreement in the form appended to the Previous Clearing Conditions as Appendix 2 entered into by Eurex Clearing AG, a Clearing Member and a Disclosed Direct Client (that, prior to the Amendment Effective Date, was a Non-Clearing Member or a Registered Customer pursuant to the Previous Clearing Conditions).
- (3) "Previous Clearing Conditions" means the Clearing Conditions that were effective immediately prior to the Amendment Effective Date (and are available as set out in Number 18.4).
- (4) "Termination Effective Date" means 31 December 2019.
- (5) "Transitional Provisions" has the meaning ascribed to such term in Number 18.3.1. (as such provisions may be amended from time to time in accordance with Number 18.3.2).

18.2 Termination of Appendix 2 Clearing Agreements

18.2.1 Eurex Clearing AG hereby terminates (*kündigt*), subject to the further provisions of this Number 18.2.1, all Appendix 2 Clearing Agreements that were effective immediately prior to the Amendment Effective Date, with effect as of the lapse of the Termination Effective Date.

After the Termination Effective Date the following shall apply:

- (i) all rights and obligations between Eurex Clearing AG and a Clearing Member under the relevant Appendix 2 Clearing Agreement (including, without limitation, rights and

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obligations relating to any Omnibus Transactions, Omnibus Standard Agreements or Omnibus Margin) and existing on the Termination Effective Date (prior to the termination becoming effective) shall not lapse as a result of the effectiveness of such termination, but shall continue and shall be captured by, and be subject to, the Clearing Agreement between Eurex Clearing AG and such Clearing Member in the form appended to the Clearing Conditions as Appendix 1;

- (ii) Eurex Clearing AG shall continue the Clearing of Omnibus Transactions for such Clearing Member in accordance with the Clearing Agreement between Eurex Clearing AG and such Clearing Member in the form appended to the Clearing Conditions as Appendix 1 and all rights and obligations in relation to Omnibus Transactions between Eurex Clearing AG and a Clearing Member that will arise after the Termination Effective Date will be subject to such Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 to the Clearing Conditions;
- (iii) all Clearing Licenses of the Clearing Member shall remain unaffected by such termination; and
- (iv) all rights and obligations of any Disclosed Direct Client (that, prior to the Amendment Effective Date, was a Non-Clearing Member or Registered Customer) arising under or in relation to the Appendix 2 Clearing Agreement shall lapse (except for any rights and obligations that already have become due prior to or on the Termination Effective Date).

18.2.2 The rights of Eurex Clearing AG and the Clearing Member and the Disclosed Direct Client (that is a party to the Appendix 2 Clearing Agreement and, prior to the Amendment Effective Date, was a Non-Clearing Member or Registered Customer) to terminate the Appendix 2 Clearing Agreement shall remain unaffected. Prior to the Termination Effective Date, Number 13 of the Previous Clearing Conditions shall be applicable in respect of such termination.

18.2.3 Nothing in Number 18.2.1 and Number 18.2.2 shall affect the right of a Disclosed Direct Client to enter new orders or quotes into the systems of the Markets in relation to Omnibus Transactions.

18.3 Transitional application of certain provisions of the Previous Clearing Conditions

18.3.1 In order to ensure that the rights and obligations of each Disclosed Direct Client (that, prior to the Termination Effective Date or any earlier date of a termination, is a party to an Appendix 2 Clearing Agreement and, prior to the Amendment Effective Date, was a Non-Clearing Member or Registered Customer under the Previous Clearing Conditions) arising under or in relation to its Appendix 2 Clearing Agreement are not adversely affected by the amendments to the Clearing Conditions that become effective on the Amendment Effective Date, those provisions of Previous Clearing Conditions that stipulate rights and obligations of such Disclosed Direct Client (in its capacity as a Non-Clearing Member or Registered Customer as a party to such Appendix 2 Clearing Agreement) (the "Transitional Provisions") shall, subject to Number 18.3.2, remain in force until the earliest date on which a termination pursuant to Number 18.2.1 or 18.2.2

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becomes effective in respect of such Disclosed Direct Client. The Transitional Provisions shall, in particular, include the following provisions of the Previous Clearing Conditions:

- Chapter I Part 2 Subpart C Number 5.3
- Chapter I Part 2 Subpart C Number 10

18.3.2 If any amendments of the Clearing Conditions become effective after the Amendment Effective Date and such amendments relate to provisions of the Clearing Conditions that reflect Transitional Provisions, the Transitional Provisions shall be read as if they incorporated those amendments.

18.3.3 If a Clearing Member submits a Re-Classification Request (as defined in Part 2 Subpart A Number 9.1.1) the following applies in addition to the provisions of Part 2 Subpart A Number 9.1:

If such Re-Classification Request relates to a DC Market Participant that is a party to an Appendix 2 Clearing Agreement:

- (i) Such Re-Classification Request shall only become effective if such DC Market Participant, by notice to Eurex Clearing AG, consent to such re-classification; and
- (ii) upon acceptance of such Re-Classification Request by Eurex Clearing AG in accordance with Part 2 Subpart A Number 9.1, and if all Redelivery Claims in respect of Margin and all Redelivery Claims claims for the release or return of Margin under the relevant Appendix 2 Clearing Agreement between Eurex Clearing AG, such Existing Clearing Member and such DC Market Participant have been satisfied, each such Appendix 2 Clearing Agreement shall automatically terminate (and Number 18.2.1 (i) to (iv) shall apply *mutatis mutandis* to such termination).

18.3.4 For the avoidance of doubt, with respect to references in the Partnership Programme Terms of Eurex Group to the terms “**Non-Clearing Member**”, “**Registered Customer**”, “**NCM-Related Transaction**” or “**RC-Related Transaction**”, each reference in the Clearing Conditions to

- (i) a “**DC Market Participant**” or an “**Indirect Client Market Participant**” shall be read as a reference to a “**Non-Clearing Member**” and each reference to a “**DC-Related Transaction**” relating to a DC Market Participant or an Indirect Client Market Participant shall be read as a reference to a “**NCM-Related Transaction**”;
- (ii) a “**DC With System Access**” and a “**Basic DC**” shall be read as a reference to a “**Registered Customer**” and each reference to a “**DC-Related Transaction**” relating to a DC With System Access or a Basic DC shall be read as a reference to a “**RC-Related Transaction**”.

18.4 Availability of Previous Clearing Conditions

For the purposes of this Number 18, the text of the Previous Clearing Conditions will be available on the website of Eurex Clearing AG (www.eurexclearing.com).

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Part 2 Elementary Clearing Model Provisions

The provisions on the elementary clearing model are set forth in this Part 2 (the “**Elementary Clearing Model Provisions**”).

- 1 The general provisions on the elementary clearing model of Eurex Clearing AG which apply to all Transactions under the Elementary Clearing Model Provisions are set out in **Subpart A** of this Part 2.
- 2 The clearing of Own Transactions of the Clearing Member is further subject to **Subpart B** of this Part 2.
- 3 The clearing of Omnibus Transactions is further subject to **Subpart C** of this Part 2.
- 4 Furthermore, the Clearing Member may elect that ECM CASS Eligible Transactions shall be cleared in accordance with **Subpart C** as modified by the special provisions set forth in **Subpart D** of this Part 2. The provisions in **Subpart D** aim to enable the Clearing Member to settle Transactions under the Elementary Clearing Model Provisions in accordance with the rules of the Client Asset Sourcebook (CASS) of the United Kingdom Financial Conduct Authority (“**CASS Rules**”).
- 5 Under Subpart C Eurex Clearing AG offers its Clearing Members the following omnibus client segregation:
 - (i) “**net omnibus client segregation**” where margin is posted by the Clearing Member to Eurex Clearing AG on a net basis across Transactions relating to multiple Direct Clients, and
 - (ii) “**gross omnibus client segregation**” where margin is posted by the Clearing Member to Eurex Clearing AG on a gross basis across Transactions relating to a particular Direct Client.

In addition, Eurex Clearing AG offers net omnibus segregated accounts and gross omnibus segregated accounts for indirect client clearing.

- 6 As further set out in and subject to this Part 2:

Own transactions of the Clearing Member will be allocated to own transaction accounts and client transactions of the Clearing Member to different types of client transaction accounts. Each such transaction account will be linked to a particular internal margin account.

Margin collateral will be provided by the Clearing Member to Eurex Clearing AG either

 - (a) for all own and client-related transactions of the Clearing Member (if the so-called value based allocation applies); or

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- (b) separately for own transactions of the Clearing Member and for client-related transactions of the Clearing Member and for credit to separate internal margin accounts (if the so-called asset-based allocation applies).

If the value based-allocation applies, the margin collateral provided pursuant to (a) will be allocated (by application of an allocation algorithm) to an internal margin account for own transactions of the Clearing Member and to an internal margin account for client-related transactions of the Clearing Member.

In each case, the margin collateral so allocated or credited, respectively, to an internal margin account for client-related transactions is further allocated (by application of an allocation algorithm) to the client transaction account linked to such internal margin account.

Transaction accounts shall be combined in certain groups of transaction accounts. The transactions allocated to such transaction accounts and the margin collateral allocated to transaction accounts of such transaction accounts group shall form part of a standard agreement which is the legal basis for a close-out netting (and the determination of a net claim resulting therefrom) and/or a porting in case of a default of the Clearing Member.

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Part 2 Subpart A: General Elementary Clearing Model Provisions

1 Application of the Elementary Clearing Model Provisions; Definitions

- 1.1 Any Transaction between the Clearing Member and Eurex Clearing AG which is subject to the Elementary Clearing Model Provisions shall be an “**ECM Transaction**” which shall be concluded as an Own Transaction or as an Omnibus Transaction. The term “**Omnibus Transaction**” comprises each Client-Related Transaction (including, for the avoidance of doubt, each Client-Related Transaction that relates to Indirect Clients) that is subject to the Elementary Clearing Model Provisions.
- 1.2 Eurex Clearing AG and a Clearing Member may enter into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 for the Clearing of Own Transactions pursuant to Subpart B of this Part 2 and for the Clearing of UDC-Related Transactions and ~~SC-Related~~ DC-Related Transactions pursuant to Subpart C and Subpart D of this Part 2.

~~1.3 Further, Eurex Clearing AG, a Clearing Member and a Non-Clearing Member or a Registered Customer may enter into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 for the Clearing of NCM-Related Transactions or RC-Related Transactions pursuant to Subpart C and Subpart D of this Part 2. The conclusion of a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 is subject to the execution of a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1.~~

1.41.3 Definitions

For the purposes of these Elementary Clearing Model Provisions, unless the context requires otherwise, the following terms shall have the following meaning:

“**ECM Standard Agreement**” means each Proprietary Standard Agreement (as defined in Subpart B Number 4.1) and each Omnibus Standard Agreement (as defined in Subpart C Number 5.1), as applicable.

“**Internal Margin Account**” means, with respect to each Clearing Member, the Internal Proprietary Margin Account (as defined in Number 3) and one or more Internal Omnibus Margin Accounts (as defined in Number 3), as applicable.

“**Margin**” means Proprietary Margin (as defined in Subpart B Number 5.1) and/or Omnibus Margin (as defined in Subpart C Number 6.1), as applicable.

~~“**Standard Agreement**” means each ECM Standard Agreement and each arrangement between a Clearing Member and a Non-Clearing Member or Registered Customer pursuant to Subpart C Number 5.3.~~

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“**Transaction Accounts Group**” means a Proprietary Transaction Accounts Group (as defined Subpart B Number 2.1.3) and/or a Client Transaction Accounts Group (as defined Subpart C Number 2.2), as applicable.

“**Variation Margin**” means Proprietary Variation Margin (as defined in Subpart B Number 6.1) and/or Omnibus Variation Margin (as defined in Subpart C Number 7.1), as applicable.

2 **Conclusion of ECM Transactions; General Principles applicable to the Settlement of ECM Transactions**

2.1 ECM Transactions shall be concluded in accordance with Number 1.2.2 of the General Clearing Provisions, ~~provided that if an ECM Transaction between Eurex Clearing AG and the Clearing Member qualifies as a NCM-Related Transaction or a RC-Related Transaction, it is a matter of the relevant bilateral agreement(s) between the Clearing Member and such Non-Clearing Member/Registered Customer whether (corresponding) Transactions will be concluded between the Clearing Member and the relevant Non-Clearing Member/Registered Customer (as set out in Number 1.2.2 Paragraph (1) and Paragraph (2) or Number 1.2.2 Paragraph (5) of the General Clearing Provisions).~~

2.2 Each of Eurex Clearing AG and the Clearing Member shall be obliged to fulfil any payment or delivery obligations under ECM Transactions by transferring to the transferee all rights, title and interest in and to the relevant assets or cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. The value of such assets shall, as of the date the transfer is effected, be at least equal to the value on the date of the relevant payment or delivery obligation.

3 **Internal Margin Account**

Eurex Clearing AG will, in its internal systems, as follows establish and maintain for each Clearing Member Internal Margin Accounts (A) with respect to Own Transactions of the Clearing Member (the “**Internal Proprietary Margin Account**”) and (B) with respect to Omnibus Transactions of the Clearing Member (each an “**Internal Omnibus Margin Account**”), to which all Eligible Margin Assets that have been actually delivered (as defined in Number 4.3.4.1) to Eurex Clearing AG shall be allocated:

- (i) If the Value Based Allocation is the Applicable Allocation Method,
 - (A) one Internal Proprietary Margin Account; and
 - (B) one Internal Omnibus Margin Account; and
- (ii) If the Asset Based Allocation is the Applicable Allocation Method:
 - (A) one Internal Proprietary Margin Account; and

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- (B) subject to certain requirements set out in Subpart C Number 4.2, one or several Internal Omnibus Margin Accounts in accordance with the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG).

4 Margin

4.1 Margin Requirement

4.1.1 Eurex Clearing AG will calculate ~~net~~ margin requirements in accordance with Number 3.1 of the General Clearing Provisions ~~(a) across all Own Transactions of each Clearing Member and (b) with respect to each Client Transaction Account of such Clearing Member, except that the relevant net~~:

(a) across all Own Transactions of each Clearing Member; and

(b) with respect to each Client Transaction Account of such Clearing Member, except that the relevant margin requirement with respect to own transactions of a ~~Non-Clearing Member and own transactions of a Registered Customer shall~~ Disclosed Direct Client may be calculated across all ~~NGM/RC Own Accounts (as defined in Part 1 Number 4.2.1 Paragraph (2)) of such Non-Clearing Member or such Registered Customer~~ DC Own Accounts of such Disclosed Direct Client (depending on the categorisation of such Disclosed Direct Client in the systems of Eurex Clearing AG).

4.1.2 The amount of Eligible Margin Assets to be delivered as cover in respect of Margin shall be determined by Eurex Clearing AG separately with respect to

- (i) the Internal Proprietary Margin Account for all Own Transactions of the Clearing Member in accordance with Number 4.1.1(a); and
- (ii) (A) if the Value Based Allocation is the Applicable Allocation Method, the Internal Omnibus Margin Account reflecting the sum of the calculations with respect to all Client Transaction Accounts of the Clearing Member in accordance with Number 4.1.1(b); and
- (B) if the Asset Based Allocation is the Applicable Allocation Method, each Internal Omnibus Margin Account reflecting the sum of the calculations for all Client Transaction Accounts in accordance with Number 4.1.1(b) that relate to such Internal Omnibus Margin Account

(for the purpose of the Elementary Clearing Model Provisions, in each case of (i) and (ii), a “**Margin Requirement**”).

For the avoidance of doubt, non-compliance with the applicable Margin Requirement (in whole or in part) by the Clearing Member shall constitute a Termination Event pursuant to Number 7.2.1 Paragraph (1) of the General Clearing Provisions.

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Each Margin Requirement applicable to the Clearing Member pursuant to this Part 2 shall be in addition to any other Margin Requirement of the Clearing Member vis-à-vis Eurex Clearing AG pursuant to these Clearing Conditions.

4.2 Margin Call and direct debit prior to or at the end of a Business Day

4.2.1 If Eurex Clearing AG at any time prior to the end of a Business Day (as defined in Number 1.2.4 Paragraph (1) of the General Clearing Provisions) determines that the aggregate value of Eligible Margin Assets actually delivered as Margin is less than the applicable Margin Requirement, Eurex Clearing AG will require the Clearing Member to provide (additional) Eligible Margin Assets in an amount up to the relevant Margin Requirement by the time specified by Eurex Clearing AG.

This shall also apply in respect of any Margin Call at the end of a Business Day, provided that, in such case, the Clearing Member shall provide (additional) Eligible Margin Assets in the form of cash in the Clearing Currency in an amount sufficient to satisfy the relevant Margin Requirement by the time specified by Eurex Clearing AG.

4.2.2 To the extent Eligible Margin Assets have not yet been delivered by the Clearing Member with respect to a Margin Call pursuant to Number 4.2.1, Eurex Clearing AG shall be entitled to (and without having an obligation towards the Clearing Member to do so, will on or around the time specified) directly debit the Clearing Member Cash Account in an amount equal to the requested amount of Eligible Margin Assets in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.

4.2.3 Notwithstanding Number 4.4.2, if a Clearing Member elects to deliver (additional) Eligible Margin Assets in the form of cash pursuant to Number 3.3.2 of the General Clearing Provisions with respect to a Margin Call relating to Omnibus Margin prior to the end of a Business Day, then:

- (i) Eurex Clearing AG shall debit the Internal Proprietary Margin Account and credit the (relevant) Internal Omnibus Margin Account with such cash; and
- (ii) the related Redelivery Claim allocated to the Internal Proprietary Margin Account shall be reduced accordingly upon Eurex Clearing AG having made those credits and debits (which Eurex Clearing AG shall do without undue delay).

4.3 Delivery of Eligible Margin Assets

4.3.1 Delivery of Eligible Margin Assets in the form of cash

4.3.1.1 The Clearing Member shall be obliged to deliver cover in respect of Margin in the form of cash by transferring to Eurex Clearing AG all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the Clearing Member and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust.

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4.3.1.2 Eligible Margin Assets in the form of cash shall be provided in accordance with the cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.

4.3.2 Delivery of Eligible Margin Assets in the form of Securities

4.3.2.1 In case the Value Based Allocation is the Applicable Allocation Method, in order to provide Eligible Margin Assets in the form of Securities as cover in respect of Proprietary Margin and/or Omnibus Margin, the Clearing Member shall transfer Eligible Margin Assets in the form of Securities to the Pledged Securities Account unless otherwise provided in this Number 4.3.2.

In case the Asset Based Allocation is the Applicable Allocation Method, in order to provide Eligible Margin Assets in the form of Securities (i) as cover in respect of Proprietary Margin, the Clearing Member shall transfer Eligible Margin Assets in the form of Securities to its Pledged Securities Account and (ii) as cover in respect of Omnibus Margin, the Clearing Member shall transfer Eligible Margin Assets in the form of Securities to the relevant Omnibus Pledged Securities Account relating to the corresponding Internal Omnibus Margin Account, unless otherwise provided in this Number 4.3.2.

In order to provide Eligible Margin Assets in the form of Securities as cover for ECM CASS Transactions (as defined in Subpart D Number 2.3), the Clearing Member shall transfer Eligible Margin Assets in the form of Securities to the relevant CASS Omnibus Pledged Securities Account relating to the corresponding Internal CASS Omnibus Margin Account (as defined in Subpart D Number 3.1), unless otherwise provided in this Number 4.3.2.

If the Clearing Member uses securities accounts with a Third-Party CM Account Holder in accordance with Part 1 Number 3.6 of purposes of the Elementary Clearing Model Provisions, the Clearing Member shall transfer the relevant Eligible Margin Assets in the form of Securities to the relevant securities account with the Third-Party CM Account Holder, unless otherwise provided in this Number 4.3.2.

- (1) The Clearing Member shall instruct Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG in a timely manner to transfer the relevant Securities to the Pledged Securities Account, Omnibus Pledged Securities Account or CASS Omnibus Pledged Securities Account, as applicable, and authorizes Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG to inform Eurex Clearing AG of such transfer. If the Clearing Member uses a securities account with a Third-Party CM Account Holder in accordance with Part 1 Number 3.6, the Clearing Member shall ensure that such Third-Party CM Account Holder provides the relevant instructions to Clearstream Banking AG or that the Clearing Member is authorised to provide such instructions.
- (2) In relation to Securities credited to the Pledged Securities Account, an Omnibus Pledged Securities Account ~~or~~, a CASS Omnibus Pledged Securities Account or a securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions), as

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applicable, that confer voting rights or other optional rights on the Clearing Member (including, but not limited to, warrants, options, conversion and subscription rights, rights in connection with takeovers, other forms of offers or capital reorganisations, redemption rights, tenders, options to tender or non-mandatory puts or calls) or that provide for discretionary action or alternative courses of action by the Clearing Member, Eurex Clearing AG shall not be entitled to exercise such voting or optional rights or to take up such discretionary actions or alternative courses of action; the Clearing Member [\(or the Third-Party CM Account Holder\)](#) shall remain responsible in this respect. Eurex Clearing AG will not exercise any voting rights, in particular not independently from any instructions by the Clearing Member.

- (3) The Clearing Member will (in form and substance as required by Eurex Clearing AG) grant a pledge to Eurex Clearing AG over all Securities which are or will be credited to the relevant Pledged Securities Account, the relevant Omnibus Pledged Securities Account ~~or~~, the relevant CASS Omnibus Pledged Securities Account [or the relevant securities account with a Third-Party CM Account Holder \(used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions\)](#), as applicable.

4.3.2.2 Notwithstanding Number 4.3.2.1, a Clearing Member may also provide Eligible Margin Assets in the form of Securities as Margin by pledge by using Xemac on the basis of the SC Xemac. For such purpose, the creation of the pledge is effected by way of Earmarking. Only for the provision of Proprietary Margin to Eurex Clearing AG via Xemac, a Clearing Member may also use Securities which it has received as collateral – in accordance with Number 3.2 of the Terms and Conditions for Participation and Trading on Eurex Repo GmbH or the corresponding provision in the terms and conditions of another multilateral trading facility, if ~~applicable~~ [applicable](#) – in relation to GC Pooling Repo transactions. Notwithstanding Number 4.3.2.1, a Clearing Member participating in the trading of GC Pooling Repos and using the Re-use related type of contract in Xemac may, upon request, provide Proprietary Margin in Xemac also via the account of a settlement institution within the meaning of Chapter IV Part 1 Number 1.1.2 Paragraph 2 (b), provided that such settlement institution is domiciled in Germany.

4.3.2.3 To the extent required or expedient under its national laws, the Clearing Member will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted or to be granted pursuant to or in accordance with this Number 4.3.2 and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

4.3.2.4 Pursuant to the relevant pledge agreement and subject to the provisions set out therein, each pledge granted by the Clearing Member to Eurex Clearing AG over Securities (i) which are or will be credited to the relevant Pledged Securities Account [\(or the relevant securities account with a Third-Party CM Account Holder used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions\)](#) with Clearstream Banking AG or (ii) in accordance with Number 4.3.2.2, includes a right of Eurex Clearing AG [\(that is conditional upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination Date with respect to the Proprietary Standard](#)

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[Agreement of such Clearing Member](#)) to appropriate one or more of such Securities ~~that constitute Proprietary Margin~~ (the “**Relevant Pledged Securities**”) and to make use of the Relevant Pledged Securities. The following provisions apply with respect to such appropriation and re-use right:

- (1) Eurex Clearing AG shall only be entitled to exercise such appropriation right and right of use ~~for the purpose of liquidity management in relation to its business activities as central counterparty, in particular for obtaining refinancing from the Eurosystem or entering into repo transactions with commercial counterparties to contain losses and liquidity pressures resulting from the default of the relevant Clearing Member.~~
- (2) If Eurex Clearing AG exercises such appropriation right in respect of any Relevant Pledged Securities, the Clearing Member shall have a claim against Eurex Clearing AG for redelivery of securities that are equivalent to such Relevant Pledged Securities; such redelivery claim shall become due at the same time the Difference Claim in relation to the Proprietary Standard Agreement becomes due in accordance with Number 6.3.2, provided that, Eurex Clearing AG may, in its discretion, either (A) discharge such redelivery claim by transferring to the Clearing Member securities equivalent to such Relevant Pledged Securities before the Difference Claim in relation to the [relevant](#) Proprietary Standard Agreement becomes due, (B) set off the value of such Relevant Pledged Securities against the amount of ~~such the relevant~~ Difference Claim or (C) include the value of the Relevant Pledged Securities in the determination of ~~such the relevant~~ Difference Claim (as a position in favour of the Clearing Member).
- (3) If Eurex Clearing AG receives, in relation to the Relevant Pledged Securities with respect to which Eurex Clearing AG exercised its appropriation right, a payment of interest, dividends, or other distributions in the form of securities (“**Securities Income**”), or any payment of interest, dividends or other distribution in cash (“**Cash Income**”), Eurex Clearing AG shall transfer to the Clearing Member securities equivalent to and in the same value as the relevant Securities Income and pay to the Clearing Member a cash amount equivalent to and in the same currency as the relevant Cash Income, respectively. With respect to any voting rights or elections in relation to corporate actions, which may arise from the Relevant Pledged Securities and with respect to which Eurex Clearing AG exercised its appropriation right, the provisions of ~~Chapter I Part 3 Subpart A Number 15.4 of the Clearing Conditions~~ shall apply *mutatis mutandis*.
- (4) The information statement set out in Appendix 12 of the Clearing Conditions in accordance with Article 15 of the Regulation on transparency of securities financing transactions and of reuse (Regulation (EU) 2015/2365) applies.

4.3.3 Secured Claims

The purpose of the Margin actually delivered in the form of cash is to collateralise, and (subject to the restrictions pursuant to Number 6.6) the security purpose (*Sicherungszweck*) of the pledges granted to Eurex Clearing AG in accordance with

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Number 4.3.2 is to secure, the following claims of Eurex Clearing AG (the “**Secured Claims**”):

- (1) In case the Value Based Allocation is the Applicable Allocation Method, the Secured Claims secured by the Proprietary Margin and the Omnibus Margin comprise:
 - (i) all present and future claims under any Own Transactions, any Difference Claim and any other present and future claims of Eurex Clearing AG against the Clearing Member under the Proprietary Standard Agreement (the “**Secured Proprietary Claims**”), and
 - (ii) (A) all present and future claims under any Omnibus Transactions and any other present and future claims of Eurex Clearing AG against the Clearing Member under any Omnibus Standard Agreement, including all present and future claims of Eurex Clearing AG against the Replacement Clearing Member relating to any Omnibus Transactions that have been transferred to such Replacement Clearing Member in accordance with Subpart C Number 8 and (B) any Difference Claim relating to any Omnibus Standard Agreement (a “**Secured Omnibus Difference Claim**”, and together with the claims under (A), (the “**Secured Omnibus Claims**”), and
 - (iii) (A) all present and future claims of Eurex Clearing AG against the Clearing Member under any of the Standard Agreements pursuant to the Individual Clearing Model Provisions and (B) any present and future Difference Claims then unconditional and due and payable, but unpaid, of Eurex Clearing AG against the Clearing Member pursuant to the Individual Clearing Model Provisions (the “**Secured ICM Difference Claims**”, and together with the claims under (A), the “**Secured ICM Claims**”), and
 - (iv) the Secured ~~ICM-SC-ISA~~ Claims and Secured ~~ICM-SC-ISA~~ CASS Claims (each as defined in Part 4 Number 6.3.3), and
 - (v) all other present and future claims of Eurex Clearing AG against the Clearing Member under any of the Clearing Agreements between Eurex Clearing AG und such Clearing Member.
- (2) In case the Asset Based Allocation is the Applicable Allocation Method,
 - (i) the Secured Claims secured by the Proprietary Margin comprises: the Secured Proprietary Claims, the Secured Omnibus Claims, Secured ICM Claims, the Secured ~~ICM-SC-ISA~~ Claims and Secured ~~ICM-SC-ISA~~ CASS Claims (each as defined in Part 4 Number 6.3.3) and all other present and future claims of Eurex Clearing AG against the Clearing Member under any of their Clearing Agreements between Eurex Clearing AG und such Clearing Member, and
 - (ii) the Secured Claims secured by the Omnibus Margin comprises: all Secured Omnibus Claims against such Clearing Member under all Omnibus Standard Agreements.

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4.3.4 Actual Delivery and Aggregate Value

4.3.4.1 Subject to Number 3.2.2 Paragraph (2) and (3) of the General Clearing Provisions, the term “**actually delivered**” when used in the Elementary Clearing Model Provisions means at any time and with respect to an Eligible Margin Asset:

- (i) the actual credit of an Eligible Margin Asset in the form of cash to the relevant Eurex Clearing AG cash account or, as the case may be, the actual credit to the relevant Internal Omnibus Margin Account pursuant to Number 4.2.3, or
- (ii) the actual credit of an Eligible Margin Asset in the form of Securities to the Pledged Securities Account, the relevant Omnibus Pledged Securities Account ~~or~~ the relevant CASS Omnibus Pledged Securities Account [or the relevant securities account of the Third-Party CM Account Holder \(used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions\)](#), as the case may be, provided that the relevant pledge has been granted in accordance with Number 4.3.2 and has not expired in whole or in part, or
- (iii) in the case of a delivery of an Eligible Margin Asset in the form of Securities pursuant to Number 4.3.2.2, the effectiveness of the pledge in Xemac (as described in Number 4.3.2.2), or
- (iv) otherwise in the event of a set-off pursuant to Number 1.3 of the General Clearing Provisions and Number 7, the legal effectiveness of such set-off.

The term “**actual delivery**” shall be interpreted accordingly.

4.3.4.2 Where reference is made in the Elementary Clearing Model Provisions to the “**aggregate value**” of Eligible Margin Assets in connection with the assessment of compliance with a Margin Requirement, the aggregate value of the Eligible Margin Assets actually delivered will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

4.4 Margin Allocation

All Eligible Margin Assets that have been actually delivered by the relevant Clearing Member to Eurex Clearing AG with respect to ECM Transactions will be allocated in accordance with the “**Applicable Allocation Method**” which will be either the Value Based Allocation or the Asset Based Allocation.

The Value Based Allocation shall be the Applicable Allocation Method, unless the relevant Clearing Member has specified, in the Clearing Agreement pursuant to Appendix 1, that the Asset Based Allocation shall apply.

“**Value Based Allocation**” means the method for value based allocations (as set out in these Elementary Clearing Model Provisions, including but not limited to Number 4.4.1) of Eligible Margin Assets to the Internal Proprietary Margin Account and the Internal Omnibus Margin Account and from the Internal Omnibus Margin Account to individual Client Transaction Accounts.

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“**Asset Based Allocation**” means the method for asset based allocations (as set out in these Elementary Clearing Model Provisions, including but not limited to Number 4.4.2) of Eligible Margin Assets allocated the Internal Proprietary Margin Account and the relevant Internal Omnibus Margin Account(s).

4.4.1 Value Based Allocation

In case the Value Based Allocation is the Applicable Allocation Method, the following applies:

4.4.1.1 Eligible Margin Assets and Redelivery Claims for Margin that represent the relevant Margin Share of all Eligible Margin Assets that have been actually delivered as Margin by the Clearing Member with respect to ECM Transactions (other than ECM CASS Transactions) are continuously allocated to the Internal Proprietary Margin Account and the Internal Omnibus Margin Account such that

- (i) specific Eligible Margin Assets in an amount representing the relevant Margin Share of the Internal Proprietary Margin Account are allocated to the Internal Proprietary Margin Account; and
- (ii) specific Eligible Margin Assets in an amount representing the relevant Margin Share of the Internal Omnibus Margin Account are allocated to the Internal Omnibus Margin Account.

The specific Eligible Margin Assets for Margin allocated to the Internal Proprietary Margin Account and the Internal Omnibus Margin Account from time to time are in each case determined by application of the Allocation Algorithm. If a Termination Date, a Failure to Pay Event or an Insolvency Event occurs, the allocation (by application of the Allocation Algorithm) immediately prior to the Termination Time, the occurrence of such Failure to Pay Event or the occurrence of such Insolvency Event, respectively, shall be decisive.

“**Margin Share**” means, at any time

- (i) with respect to the Internal Omnibus Margin Account (other than any Internal CASS Omnibus Margin Account (as defined in Subpart D Number 3)), a share that corresponds to the ratio of (x) the Aggregate Allocated Omnibus Margin Value and (y) the aggregate value of all Eligible Margin Assets actually delivered as Margin by the Clearing Member with respect to ECM Transactions (other than ECM CASS Transactions (as defined in Subpart D Number 2.3)); and
- (ii) with respect to the Internal Proprietary Margin Account, a share equal to one (1) less the Margin Share determined with respect to the Internal Omnibus Margin Account in accordance with (i) above.

“**Aggregate Allocated Omnibus Margin Value**” shall, at any time, be (i) the aggregate value of all Eligible Margin Assets actually delivered as Margin by the Clearing Member with respect to ECM Transactions (other than ECM CASS Transactions), less (ii) the Margin Requirement with respect to the Internal Proprietary Margin Account, subject to a minimum of zero and a maximum equal to the Margin Requirement with respect to the

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Internal Omnibus Margin Account (other than any Internal CASS Omnibus Margin Account).

“**Allocation Algorithm**” means a pre-determined and non-discretionary algorithm for the continuous allocation of Eligible Margin Assets in the form of Securities and Redelivery Claims for Margin in the form of Cash (in each case, that have been actually delivered) in accordance with the Applicable Allocation Method. Eurex Clearing AG publishes a description of the framework underlying the Allocation Algorithm on its website.

4.4.1.2 Specific Eligible Margin Assets and Redelivery Claims for Margin that are allocated to the Internal Omnibus Margin Account in accordance with Number 4.4.1.1 are allocated from time to time to a Client Transaction Account by continuous application of the Allocation Algorithm. Where relevant, the allocation (by application of the Allocation Algorithm) immediately prior to

- (a) the beginning of the applicable ECM Porting Period (as defined in Subpart C Number 8.4), or
- (b) the occurrence of a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG

shall be decisive.

4.4.2 **Asset Based Allocation**

Subject to Number 4.2.3, in case the Asset Based Allocation is the Applicable Allocation Method, the Eligible Margin Assets that have been actually delivered as Margin by the Clearing Member are allocated to the Internal Proprietary Margin Account or the relevant Internal Omnibus Margin Account in accordance with the instructions of the Clearing Member.

- (i) All Eligible Margin Assets so allocated to the Internal Proprietary Margin Account are allocated to the Proprietary Standard Agreement; and
- (ii) the Eligible Margin Assets representing the Allocated Client Collateral Value are allocated to the relevant Client Transaction Accounts by application of the Allocation Algorithm; where relevant, the allocation (by application of the Allocation Algorithm) immediately prior to
 - (a) the beginning of the applicable ECM Porting Period (as defined in Subpart C Number 8.4) or
 - (b) the occurrence of a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG

shall be decisive.

“**Allocated Client Collateral Value**” means, with respect to each Client Transaction Account, an amount in the Clearing Currency representing such part of the value of the

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Eligible Margin Assets allocated to the relevant Internal Omnibus Margin Account that is available to cover the margin requirement for such Client Transaction Account, subject to a maximum value equal to the margin requirement for such Client Transaction Account. For the avoidance of doubt, the Eligible Margin Assets representing such part of the value of Eligible Margin Assets allocated to the Internal Omnibus Margin Account exceeding the Margin Requirement shall not be allocated to a particular Client Transaction Account.

Any Eligible Margin Assets that are allocated to the Internal Omnibus Margin Account, but have not been allocated pursuant to (ii), constitute "**Excess Collateral**". Excess Collateral in the form of cash constitutes an Unallocated Redelivery Claim (as defined in Number 4.5.3).

4.4.3 Fractions

For the purpose of the Allocation Algorithm Eurex Clearing AG may define minimum allocable amounts for the allocation of Securities. If an allocation of Securities pursuant to Number 4.4.1 or 4.4.2 were to result in fractions of the respective minimum allocable amount of a Security ("**Fraction**"), such Fraction shall nevertheless be allocated in accordance with Numbers 4.4.1 or 4.4.2, respectively (and irrespective of whether such Fraction is transferrable). Fractions and the Securities to which they relate are subject to the provisions on realisation and liquidation set out in Number 6.6.4.

4.5 Redelivery Claims with respect to Margin and allocation of Redelivery Claims with respect to Margin

4.5.1 The actual payment or delivery of Eligible Margin Assets in the form of cash in respect of Margin gives rise to a corresponding contractual claim of the Margin Provider against the Margin Taker for repayment of assets equivalent to the relevant Eligible Margin Assets or increases an already existing repayment claim (each a "**Redelivery Claim**"). In the case of Margin, only the Clearing Member may be the creditor of the relevant Redelivery Claim. For the purpose of a Redelivery Claim, the term "**equivalent**" means an amount in the same currency and amount as such Eligible Margin Asset actually delivered in respect of Margin.

The relevant Redelivery Claim will become due in accordance with Number 4.6, provided that no Termination Date (as defined in Number 7.2 of the General Clearing Provisions) with respect to the relevant ECM Standard Agreement or an Insolvency Event or Failure to Pay Event has occurred.

4.5.2 In case the Value Based Allocation is the Applicable Allocation Method, Redelivery Claims for Margin are allocated in accordance with Number 4.4.1. In case the Asset Based Allocation is the Applicable Allocation Method, Redelivery Claims for Margin are allocated in accordance with Number 4.4.2.

4.5.3 Any Redelivery Claim (or any portion of a Redelivery Claim) that is, in accordance with Number 4.4.1 or Number 4.4.2, allocated to a particular Client Transaction Account, shall be an "**Allocated Redelivery Claim**". Any Redelivery Claim (or any portion of a Redelivery Claim) relating to any Eligible Margin Asset allocated to an Internal Omnibus

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Margin Account that is, in accordance with Number 4.4.2, not allocated to a Client Transaction Account, shall be an “**Unallocated Redelivery Claim**”. An Unallocated Redelivery Claim does not form part of any master agreement (*Rahmenvertrag*).

4.6 Redelivery of Margin in the form of cash; Release of Eligible Margin Assets in the form of Securities

4.6.1 Subject to the occurrence of a Termination Date or an Insolvency Event or Failure to Pay Event, a Redelivery Claim pursuant to Number 4.5 for the transfer of assets equivalent to Eligible Margin Assets in form of cash actually delivered will, taking into account a release request of the Clearing Member pursuant to Number 4.6.2, become due

- (i) if the Value Based Allocation is the Applicable Allocation Method, if and to the extent that, at such time, the aggregate value of all Eligible Margin Assets actually delivered by the Clearing Member as Margin for ECM Transactions and allocated to the Internal Proprietary Margin Account in accordance with Number 4.4.1.1 exceeds the sum of the Margin Requirements with respect to the Clearing Member pursuant to (A) the Elementary Clearing Model Provisions, (B) the Individual Clearing Model Provisions and (C) the ~~ICM for Specified Clients~~ ISA Provisions, (with respect to (B) and (C) to the extent cover has not been provided with respect to such Margin Requirements).
- (ii) if the Asset Based Allocation is the Applicable Allocation Method, if and to the extent that, at such time, the aggregate value of all Eligible Margin Assets actually delivered as Margin
 - (a) to the Internal Proprietary Margin Account exceeds the sum of the Margin Requirements with respect to the Clearing Member pursuant to (A) the Elementary Clearing Model Provisions, (B) the Individual Clearing Model Provisions and (C) the ~~ICM for Specified Clients~~ ISA Provisions, (with respect to (B) and (C) to the extent cover has not been provided with respect to such Margin Requirements),
 - (b) to the relevant Internal Omnibus Margin Account exceeds the applicable Margin Requirement,

in each case, unless the Clearing Member and Eurex Clearing AG agree otherwise.

A Redelivery Claim shall be discharged if the relevant cash amount has been credited to the relevant account of the Clearing Member or to an account of a correspondent bank designated by the Clearing Member. Such discharge shall occur irrespective of any booking or forwarding errors of the depositary, the settlement institution, the custodian, the deposit bank, the central securities depository or the correspondent bank.

4.6.2 Subject to the occurrence of a Termination Date or an Insolvency Event or Failure to Pay Event, Eligible Margin Assets in the form of Securities shall be released if a Clearing Member, prior to the then applicable cut-off time specified by Eurex Clearing AG with respect to each of Clearstream Banking AG, Clearstream Banking S.A. and SIX SIS AG,

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as applicable, with respect to any Business Day, requests a release of pledged Securities by Eurex Clearing AG if and to the extent that the requirements set out in Number 4.6.1(i) (if the Value Based Allocation applies) or Number 4.6.1(ii) (if the Asset Based Allocation applies) are met (taking into account a release request of the Clearing Member pursuant to this Number 4.6.2).

- 4.6.2.1 The release request pursuant to Number 4.6.2 shall be processed by Eurex Clearing AG during the same Business Day; the Eligible Margin Assets to be released shall be selected by the Clearing Member. This shall also apply in the case of a pledge pursuant to Number 4.3.2.2 by way of Earmarking where the relevant Security shall be released in Xemac by detachment of the label or respective release in the system. In the case CmaX is used Securities shall be released according to the applicable rules for that service.

The Clearing Member agrees not to dispose of any Securities credited to its Pledged Securities Account, an Omnibus Pledged Securities Account ~~or~~ a CASS Omnibus Pledged Securities Account [or a securities account with a Third-Party CM Account Holder \(used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions\)](#) without the prior consent of Eurex Clearing AG unless Eurex Clearing AG has released its pledge over such Securities.

If (i) the fulfilment of the release request would render the remaining aggregate value of the relevant Eligible Margin Assets actually delivered as Margin inadequate or if (ii) the redelivery request is received by Eurex Clearing AG after the applicable cut-off time, Eurex Clearing AG will approve such release on the next Business Day vis-à-vis Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG, as applicable, if (x) the amount of Eligible Margin Assets required to cover such shortfall has been provided by the Clearing Member as Margin in accordance with the daily cash clearing procedure for such Business Day or (y) the relevant Eligible Margin Assets actually delivered as Margin are adequate at the start of such Business Day.

- 4.6.2.2 The relevant pledge shall be released by Eurex Clearing AG if and as soon as
- (a) the relevant Securities have been credited to a securities account of the Clearing Member or to a securities account of a depositary, a settlement institution or a custodian designated by the Clearing Member at a deposit bank or a central securities depository; or
 - (b) in case of a pledge in Xemac by way of Earmarking in accordance with Number 4.3.2.2, the label has been detached or the Securities have been otherwise released in the system, or
 - (c) in case of a pledge in CmaX, the Securities have been released in accordance with the applicable rules for that service.

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5 Variation Margin

5.1 Variation Margin Requirement

Each of Eurex Clearing AG and the Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for ECM Transactions (“**Variation Margin**”). Only Eligible Margin Assets in the form of cash shall be delivered as cover in respect of Variation Margin.

Eurex Clearing AG will calculate net variation margin requirements separately with respect to

- (a) the relevant Internal Proprietary Cash Account for all Own Transactions (other than STM Transactions (as defined in Chapter VIII Part 1 Number 1.2.1)) of a Clearing Member (to be provided in accordance with Subpart B Number 6) and
- (b) each relevant Internal Omnibus Cash Account reflecting the sum of the calculations with respect to all Client Transaction Accounts of such Clearing Member in accordance with Subpart C Number 7 that relate to such Internal Omnibus Cash Account,

and in each case in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) or Chapter VIII Part 2 Number 2.1.7, Part 3 Number 3.1.7 or Part 4 Number 4.1.7, as applicable.

The aggregate net amount of Eligible Margin Assets in the form of cash to be delivered as cover in respect of Variation Margin shall, in each case of (a) and (b), be a “**Variation Margin Requirement**”. The party obliged to provide Variation Margin shall be the “**Variation Margin Provider**” and the party entitled to request Variation Margin shall be the “**Variation Margin Taker**”.

5.2 Delivery of Variation Margin

- 5.2.1 Each of Eurex Clearing AG and the Clearing Member shall be obliged to fulfil any obligations to deliver or redeliver cover in respect of Variation Margin by transferring to the transferee all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust.
- 5.2.2 Variation Margin shall be delivered and/or returned on each Business Day in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 and Number 1.3 of the General Clearing Provisions.
- 5.2.3 The term “**actually delivered**” when used in the Elementary Clearing Model Provisions with respect to Variation Margin shall have the same meaning as set out in Number 4.3.4.1 (applied *mutatis mutandis*) and the term “**actual delivery**” shall be interpreted accordingly.

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Where reference is made in the Elementary Clearing Model Provisions to the “**aggregate value**” of Eligible Margin Assets in connection with the assessment of compliance with an obligation to deliver or redeliver cover in respect of Variation Margin, the aggregate value of the Eligible Margin Assets actually delivered will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

An actual delivery in respect of the relevant Variation Margin resulting in a corresponding Redelivery Claim (as defined in Number 5.3.1) shall also occur if, upon conclusion of an ECM Transaction, the terms and conditions of such ECM Transaction provide that due to a netting with an applicable initial consideration no actual payment in respect of such Variation Margin will occur.

5.3 Redelivery Claims with respect to Variation Margin

5.3.1 Eligible Margin Assets actually delivered as Variation Margin by the Variation Margin Provider in the form of cash give rise to or increase a corresponding repayment claim of the Variation Margin Provider against the Variation Margin Taker (each a “**Redelivery Claim**”).

From the sum of all Redelivery Claims relating to Eligible Margin Assets in the form of cash credited to an Internal Omnibus Cash Account in respect of Omnibus Variation Margin (i) a portion shall at any time be allocated to each Client Transaction Account referring to such Internal Omnibus Cash Account and (ii) the aggregate of such portions so allocated to all Client Transaction Accounts forming part of the same Client Transaction Accounts Group shall at any time be allocated to the Omnibus Standard Agreement relating to such Client Transaction Accounts Group.

5.3.2 In the case of Variation Margin, either Eurex Clearing AG or the Clearing Member may be the creditor of the relevant Redelivery Claim.

For the purpose of a Redelivery Claim for Variation Margin, the term “**equivalent**” means an amount in the same currency and amount as such Eligible Margin Asset actually delivered in respect of Variation Margin.

5.4 Redelivery of Variation Margin

Subject to the occurrence of a Termination Date or an Insolvency Event or Failure to Pay Event, any Redelivery Claim with respect to Variation Margin (i) shall become due on any Business Day, if and to the extent that, on such Business Day, a profit amount has been determined in respect of the Proprietary Standard Agreement or with respect to the Client Transaction Accounts relating to the relevant Internal Omnibus Cash Account (as applicable) for the benefit of such Variation Margin Provider in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) or Chapter VIII Part 2 Number 2.1.7, Part 3 Number 3.1.7 or Part 4 Number 4.1.7, as applicable, (the relevant amount shall be the “**Redelivery Amount**”) and (ii) shall be decreased and discharged accordingly (subject to a minimum value of zero) if and to the extent equivalent Eligible Margin Assets in form of cash have been actually delivered to the Variation Margin Provider by the Variation

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Margin Taker. For the avoidance of doubt, if the profit amount determined for the benefit of the Variation Margin Provider is higher than its relevant Redelivery Claim with respect to Variation Margin as of such time, the payment of the excess amount by the other party constitutes itself a delivery of Variation Margin. In such case the roles of the Variation Margin Provider and Variation Margin Taker will be reversed.

6 Consequences of a Termination Event or Insolvency Termination Event

6.1 Suspension or Restriction of Clearing, Termination and Porting

Upon the occurrence of a Termination Event or Insolvency Termination Event (each as defined in Number 7.2 of the General Clearing Provisions) with respect to a Clearing Member,

- (i) subject to Number 6.2, the Clearing of (a) new Own Transactions under the Proprietary Standard Agreement and (b) new Omnibus Transactions under all Omnibus Standard Agreements shall be suspended;
- (ii) subject to and in accordance with Subpart C Number 8.2, the Clearing of Omnibus Transactions shall be transferred to a Replacement Clearing Member; and/or
- (iii) subject to Part 1 Number 7.2.1, the existing Own Transactions and, subject to Subpart C Number 8.2, the existing Omnibus Transactions shall be terminated (the "**Termination**") and a termination payment shall become due with respect to each ECM Standard Agreement.

6.2 Suspension or Restriction of Clearing after the occurrence of a Termination Event or an Insolvency Termination Event

6.2.1 If a Termination Event or any of the following events occurs with respect to a Clearing Member:

- (i) the existence of an unremedied breach by the Clearing Member of any of its Clearing Agreements with Eurex Clearing AG, except where such breach is minor, technical or administrative in nature in the reasonable opinion of Eurex Clearing AG;
- (ii) a determination is made by Eurex Clearing AG that a limitation or suspension of Clearing is necessary for it to contain its exposure to the Clearing Member;
- (iii) the suspension or termination (other than a voluntary termination) of the Clearing Member's membership by another clearing house provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG 's reasonable opinion, material to the management of the risk of Eurex Clearing AG, and that Eurex Clearing AG first consults or attempts to consult with the Clearing Member and the competent regulatory authorities;
- (iv) the commencement of Disciplinary Procedures as defined in Number 14 of the General Clearing Provisions against a Clearing Member; or

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- (v) any other event in respect of the Clearing Member that could materially impact the ability of that Clearing Member to perform its obligations under the Clearing Conditions and a Clearing Agreement,

then Eurex Clearing AG may (taking into account the interests of such Clearing Member and its clients and provided that such action constitutes a proportionate and reasonable action) one or more times suspend or limit the Clearing pursuant to the Elementary Clearing Model Provisions, of

- (a) new Own Transactions under the Proprietary Standard Agreement; and/or
(b) new Omnibus Transactions under all Omnibus Standard Agreements.

Eurex Clearing AG shall notify the affected Clearing Member and all affected ~~Non-Clearing Members, Registered Customers and Specified~~ Disclosed Direct Clients of such Clearing Member of the decision to suspend or limit the Clearing. Eurex Clearing AG shall specify in the notification a reasonable period of time during which such suspension or limitation shall apply.

Furthermore, if Eurex Clearing AG so demands, the relevant Clearing Member shall, at its own expense, provide such information and evidence as Eurex Clearing AG, in its reasonable opinion, may deem necessary, to conduct an appropriate investigation of the facts and circumstances relating to a Termination Event or any of the events listed above.

Upon the occurrence of a Termination Event or any of the events listed above and unless such Termination Event or other events have been remedied, the Clearing Member is – subject to Subpart C Number 8.16 (if applicable) and any other limitations or restrictions of the Clearing pursuant to the Clearing Conditions – only entitled to enter any order or quotes into the systems of the Markets if sufficient Margin and Variation Margin has been actually delivered to Eurex Clearing AG in advance.

Before limiting or suspending the Clearing of new Own Transactions or Omnibus Transactions under this Number 6.2, and without limiting its rights under Number 7.2.1 of the General Clearing Provisions, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the relevant Clearing Member, further to which Eurex Clearing AG may in its absolute discretion agree a grace period within which the Clearing Member may remedy the event in question. For the avoidance of doubt, in case the relevant event constitutes an Alleged Breach (as defined in the Disciplinary Procedures Rules) Eurex Clearing AG may commence Disciplinary Procedures in respect of the Clearing Member subject to and in accordance with the Disciplinary Procedures Rules.

- 6.2.2 Upon the occurrence of a Termination with respect to a Clearing Member, the Clearing of new Own Transactions under the Proprietary Standard Agreement and new Omnibus Transactions under all Omnibus Standard Agreements of such Clearing Member shall automatically be suspended.

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6.3 Consequences of a Termination

If a Termination Date has occurred with respect to an ECM Standard Agreement, the following provisions shall apply.

6.3.1 Termination of ECM Transactions and Redelivery Claims

All current and future primary obligations (including payment and delivery obligations) under the relevant ECM Standard Agreement between Eurex Clearing AG and the Affected Clearing Member arising (i) in case of the Proprietary Standard Agreement, from Own Transactions or (ii) in case of an Omnibus Standard Agreement, from the related Omnibus Transactions, as the case may be, any Allocated Redelivery Claim and any Redelivery Claim with respect to Variation Margin allocated to such ECM Standard Agreement shall expire (*auflösende Bedingung*) as of the Termination Time and shall no longer be required to be performed by the relevant obligor. Furthermore, all due but unsatisfied obligations in respect of Margin and Variation Margin shall expire (*auflösende Bedingung*) as of the Termination Time. The expiration affects all claims arising from ECM Transactions under the relevant ECM Standard Agreement independent of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the relevant Difference Claim with respect to the relevant ECM Standard Agreement, subject to and in accordance with Number 7.3 of the General Clearing Provisions.

For the avoidance of doubt, Unallocated Redelivery Claims shall not so expire. Unallocated Redelivery Claims are subject to Number 7.4 and Subpart C Number 8.4, Number 8.14 and Number 9.4. and shall, subject to Subpart C Number 8.14, become due and payable (*fällig*) on the Last Valuation Date (as defined in Number 7.3.2 (1) of the General Clearing Provisions).

Upon the occurrence of a Termination, Eurex Clearing AG may inform all other Clearing Members, other market participants and/or the public of the Termination with respect to the affected Clearing Member.

6.3.2 Difference Claim

The Difference Claim of either Eurex Clearing AG or the Affected Clearing Member, under the relevant ECM Standard Agreement shall become unconditional and immediately due in the Termination Currency against the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Liquidation Price Approach (each a “**Difference Claim**”).

6.4 Notification of the Difference Claim

Eurex Clearing AG shall notify the value of the Difference Claim determined by it with respect to the relevant ECM Standard Agreement to the Affected Clearing Member as soon as reasonably practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.

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6.5 Payment of Difference Claim

- 6.5.1 The debtor of the Difference Claim under the relevant ECM Standard Agreement between Eurex Clearing AG and the Affected Clearing Member shall pay the amount of the Difference Claim to the other party as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to Number 6.4.
- 6.5.2 The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate applicable to the currency of the Difference Claim.

6.6 Realisation of Margin

- 6.6.1 In case Eurex Clearing AG is, with respect to an ECM Standard Agreement, the creditor of the Difference Claim against the Affected Clearing Member, Eurex Clearing AG shall be entitled to realise the pledges created by the Affected Clearing Member in accordance with Number 4.3.2 as further set out in this Number 6.6.
- 6.6.2 In case the Value Based Allocation is the Applicable Allocation Method, Eurex Clearing AG:
- (A) shall enforce and realise its pledges over the Eligible Margin Assets in the form of Securities that are allocated to the Proprietary Standard Agreement (and recorded on the Internal Proprietary Margin Account) in accordance with Number 4.4.1.1 and shall apply the proceeds from such enforcement and realisation in the following order of priority:
- (i) first, to the Difference Claim relating to the Proprietary Standard Agreement; and
- (ii) second, (only to the extent Segregated Margin and/or Omnibus Margin (as applicable) is, for whatever reason, not sufficient for such purpose), in Eurex Clearing AG's discretion, to each Secured ICM Difference Claim, each Secured ~~ICM-SC-ISA~~ Difference Claim and Secured ~~ICM-SC-ISA~~ CASS Difference Claim (each as defined in Part 4 Number 6.3.3), and each Secured Omnibus Difference Claim; and
- (B) with respect to each Omnibus Standard Agreement, shall enforce and realise its pledges over Eligible Margin Assets in the form of Securities allocated to any Client Transaction Account forming part of such Omnibus Standard Agreement in accordance with Number 4.4.1.2 (a). Eurex Clearing AG shall be entitled to realise the pledges over the Securities so allocated only in satisfaction of the Difference Claim relating to the relevant Omnibus Standard Agreement.
- 6.6.3 In case the Asset Based Allocation is the Applicable Allocation Method, Eurex Clearing AG:

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- (A) shall enforce and realise its pledges over the Eligible Margin Assets in the form of Securities which are credited to the Pledged Securities Account [or the relevant securities account with a Third-Party CM Account Holder \(used in accordance with Part 1 Number 3.6 for purposes of the Elementary Clearing Model Provisions\)](#) and shall apply the proceeds in the following order of priority:
- (i) first, to the Difference Claim relating to the Proprietary Standard Agreement; and
 - (ii) second, (only to the extent Segregated Margin and/or Omnibus Margin (as applicable) is, for whatever reason, not sufficient for such purpose), in Eurex Clearing AG's discretion, to each Secured ICM Difference Claim, to each Secured ~~ICM-SC-ISA~~ Difference Claim and Secured ~~ICM-SC-ISA~~ CASS Difference Claim (each as defined in Part 4 Number 6.3.3)- [and](#) each Secured Omnibus Difference Claim; and
- (B) with respect to each Omnibus Standard Agreement, shall enforce and realise its pledges over Eligible Margin Assets in the form of Securities allocated to any Client Transaction Account forming part of such Omnibus Standard Agreement in accordance with Number 4.4.2. Eurex Clearing AG shall be entitled to realise the pledges over the Securities so allocated only in satisfaction of the Difference Claim relating to the relevant Omnibus Standard Agreement.

6.6.4 For purposes of the determination of a Difference Claim or a transfer in accordance with Subpart C Number 8, each Fraction that is allocated to a particular ECM Standard Agreement shall be treated as follows:

- (i) If Eurex Clearing AG is, with respect to an ECM Standard Agreement to which such Fraction is allocated, the creditor of the Difference Claim against the Affected Clearing Member, (A) Eurex Clearing AG shall be entitled to realise the pledge over the relevant Security of which such Fraction forms part and apply the proceeds from such enforcement to such Difference Claim up to the portion of the proceeds reflecting such Fraction and (B) the Clearing Member shall have a claim in cash against Eurex Clearing AG equal to the amount of such proceeds that is not so applied for a Difference Claim; and
- (ii) if the Omnibus Standard Agreement (to which such Fraction is allocated) is transferred in accordance with Subpart C Number 8, (A) Eurex Clearing AG shall be entitled to liquidate the relevant Security (to which the Fraction relates) in accordance with Subpart C Number 8.8 (ii), (B) as a result of such liquidation the Clearing Member shall have a claim in cash against Eurex Clearing AG equal to the liquidation proceeds and (C) only the portion of such cash claim that relates to the Fraction that is allocated to an Omnibus Standard Agreement in respect of which the Transfer shall occur is subject to such Transfer.

Any cash claim that the Clearing Member obtains in respect of a Fraction pursuant to (i) or (ii) above shall be allocated to the same ECM Standard Agreement (or, as applicable, Client Transaction Account) to which such Fraction was allocated.

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7 Set-off

- 7.1 Any claims (including any claims to provide cover in respect of Proprietary Margin or Proprietary Variation Margin) of Eurex Clearing AG or the Clearing Member under the Proprietary Standard Agreement may be set off against claims of the respective other party under the Proprietary Standard Agreement.
- 7.2 Any claims (including claims to provide cover in respect of Omnibus Margin or Omnibus Variation Margin) of Eurex Clearing AG or the Clearing Member under an Omnibus Standard Agreement may be set off against claims of the respective other party under the same Omnibus Standard Agreement.
- 7.3 Eurex Clearing AG is entitled to set off any Difference Claim it may have against the Clearing Member under an Omnibus Standard Agreement against any Difference Claim it owes to the Clearing Member under the Proprietary Standard Agreement.
- 7.4 Eurex Clearing AG is entitled to set off any Difference Claim it may have against the Clearing Member under an Omnibus Standard Agreement against any Unallocated Redelivery Claim owed by Eurex Clearing AG relating to Eligible Margin Assets allocated to the relevant Internal Omnibus Margin Account.
- 7.5 Any other set-off of claims between Eurex Clearing AG and the Clearing Member under an ECM Standard Agreement shall be prohibited. Subject to the segregation requirements applicable under EMIR, this does not apply to a set-off with claims which are undisputed or have been determined as legally binding.

8 Additional Set-Off Provisions for Settlement Claims on Transaction Account Level and per ~~Non-Clearing Member~~ DC Market Participant

In addition to the set-off rules in Number 1.3 of the General Clearing Provisions (and always subject to Number 1.3.1 Paragraph (2) (c) of the General Clearing Provisions), the following optional additional parameters apply to the creation of the Set-Off Clusters, if selected by the Clearing Member:

~~Claims arising from NCM-Related Transactions shall not be set off with UDC-Related Transactions, SC-Related Transactions or RC-Related Transactions of the Clearing Member. Further, claims arising from NCM-Related Transactions that relate to corresponding Transactions with a specific Non-Clearing Member shall not be set off with claims arising from other NCM-Related Transactions that relate to corresponding Transactions with any other Non-Clearing Member. Claims arising from RC-Related Transactions shall not be set off with UDC-Related Transactions, SC-Related Transactions or NCM-Related Transactions of the Clearing Member. Further, claims arising from RC-Related Transactions that relate to corresponding Transactions with a specific Registered Customer shall not be set off with claims arising from other RC-Related Transactions that relate to corresponding Transactions with any other Registered Customer.~~

- (i) Claims arising from DC-Related Transactions relating to a DC Market Participant shall not be set off with UDC-Related Transactions or DC-Related Transactions relating to any DC With System Access or Basic DC of the Clearing Member.

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- (ii) Claims arising from DC-Related Transactions relating to a specific DC Market Participant shall not be set off with claims arising from other DC-Related Transactions relating to any other DC Market Participant.
- (iii) Claims arising from DC-Related Transactions relating to a DC With System Access or Basic DC shall not be set-off with UDC-Related Transactions or DC-Related Transactions relating to a DC Market Participant of the Clearing Member.
- (iv) Claims arising from DC-Related Transactions relating to a specific DC With System Access or Basic DC shall not be set-off with claims arising from other DC-Related Transactions relating to any other DC With System Access or Basic DC.

9 Re-Classifications of DC Market Participants as Indirect Client Market Participant

9.1 Eurex Clearing AG may, upon written request by a Clearing Member (a "Re-Classification Request"), re-classify any DC Market Participants of the Clearing Member for which the Clearing Member clears under the Elementary Clearing Model Provisions as an Indirect Client Market Participant of such Clearing Member under the Elementary Clearing Model Provisions.

Such Re-Classification Request shall become effective if and when Eurex Clearing AG accepts the Re-Classification Request by written notice to the Clearing Member.

9.2 Upon the acceptance by Eurex Clearing AG,

- (i) such former DC Market Participant shall be set up as an Indirect Client Market Participant with respect to a Disclosed Direct Client or other direct client (as determined by the Clearing Member) of such Clearing Member in accordance with Number 1.1.13 of the General Clearing Conditions;
- (ii) if the Indirect Client Market Participant shall be set up with respect to a direct client of the Clearing Member (other than a Direct Client), Eurex Clearing AG will set up a virtual transaction account in its systems, which shall constitute a DC Own Account of such direct client;
- (iii) Eurex Clearing AG will, with respect to each Indirect Client Market Participant, establish one or more GOSA Indirect Client Accounts and one or more NOSA Indirect Client Accounts;
- (iv) unless otherwise provided below, the provisions in the Clearing Conditions that apply to DC Market Participants shall no longer apply with respect to such Indirect Client Market Participant;
- (v) all DC-Related Transactions and all Redelivery Claims relating to Variation Margin in respect of such DC-Related Transactions between Eurex Clearing AG and the Clearing Member in respect of such DC Market Participant shall forthwith constitute Client-Related Transactions and Redelivery Claims relating to Variation Margin in respect of such Client-Related Transactions between the Clearing

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Member and Eurex Clearing AG relating to the relevant Disclosed Direct Client or other direct client of the Clearing Member pursuant to item (i) and form part of the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member with respect to such Disclosed Direct Client or such other direct client of the Clearing Member pursuant to item (i);

(vi) Eurex Clearing AG shall make all corresponding changes to entries in Transaction Accounts and other records to reflect such re-classification; and

(vii) the Clearing Member shall make all all related changes in its books and records.

9.3 Any DC-Related Transactions and Redelivery Claims between Eurex Clearing and the Clearing Member as well as any Margin in the form of Securities relating to such DC Market Participant that are not included in the process pursuant to Number 9.2 shall remain part of the relevant Standard Agreements and/or Clearing Agreements of which they form part or to which they have been allocated. The creditor of such Redelivery Claims shall be entitled to assert any such Redelivery Claims.

9.4 By submitting a Re-Classification Request, the Clearing Member makes the representations and warranties set out with respect to a Clearing Member in Number 1.7 of the General Clearing Conditions (where each reference therein to a Clearing Agreement shall be construed as a reference to the Re-Classification Request).

Eurex Clearing AG shall not be obliged to assess whether the Clearing Member is entitled to issue a Re-Classification Request.

Any Clearing Agreement that, as a result of a process pursuant to this Number 9 will no longer be needed, shall be terminated in accordance with Part 1 Number 13.

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Part 2 Subpart B: Clearing of Own Transactions

1 Scope

This Subpart B applies to the Clearing of Own Transactions.

2 Internal Accounts; Transaction Accounts Group

In addition to the internal accounts set out in Number 4 of the General Clearing Provisions and Subpart A Number 3 (i) (A) and (ii) (A), Eurex Clearing AG shall establish and maintain with respect to each Clearing Member the following internal accounts:

2.1 Transaction Accounts and Transaction Accounts Groups

2.1.1 In addition to the Clearing Member Own Account established pursuant to Number 4.2.1 of the General Clearing Provisions, Eurex Clearing AG may, subject to the Special Clearing Provisions, open and maintain with respect to each Clearing Member one or more additional Clearing Member Own Accounts to which all Own Transactions of such Clearing Member shall be booked.

2.1.2 The Clearing Member shall ensure that each instruction to book ECM Transactions to a Clearing Member Own Account only relates to Own Transactions of such Clearing Member. Eurex Clearing may rely on, and is not obliged to verify the contents of, any such instruction from the Clearing Member.

2.1.3 All Clearing Member Own Accounts of a Clearing Member shall form one Transaction Accounts Group (the “**Proprietary Transaction Accounts Group**”).

2.2 Internal Cash Accounts

With respect to each currency accepted by it, Eurex Clearing AG shall establish and maintain for each Clearing Member

(i) in relation to its Internal Proprietary Margin Account, one internal cash account for the settlement of all payment claims arising under Own Transactions (including, in particular, payments in respect of Proprietary Variation Margin (as defined in Number 6.1), option premiums and all daily settlement payments, but excluding Settlement Claims) as well as all fees, contractual penalties and other cash payment obligations under the Clearing Conditions, which are not directly related to any Transaction; and

(ii) one internal cash account for Settlement Claims

(each an “**Internal Proprietary Cash Account**”).

The daily balance of each Internal Proprietary Cash Account (after taking into account permitted set-offs) shall be debited or credited, as the case may be, to the respective

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Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in the account in respect of Margin or Variation Margin.

3 Internal Records of the Clearing Member

The Clearing Member shall establish and maintain records detailing

- (i) all payments and deliveries actually made to Eurex Clearing AG,
- (ii) all Margin and Variation Margin actually delivered to Eurex Clearing AG and
- (iii) all Redelivery Claims which it has against Eurex Clearing AG

in respect of all Own Transactions.

4 Construction of the Proprietary Standard Agreement

4.1 All rights and obligations between Eurex Clearing AG and a Clearing Member with respect to Own Transactions booked to a Clearing Member Own Account of the Proprietary Transaction Accounts Group under the Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 between Eurex Clearing AG and such Clearing Member shall constitute a separate arrangement (such arrangement hereinafter referred to as the "**Proprietary Standard Agreement**"). A Proprietary Standard Agreement shall also exist if, at any time, no Own Transactions of the Clearing Member are booked to a Clearing Member Own Account.

4.2 All Own Transactions between Eurex Clearing AG and the relevant Clearing Member under the Proprietary Standard Agreement and any Redelivery Claims relating to the Proprietary Standard Agreement form a single agreement between such parties and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to the provisions in this Chapter I on the termination of individual Transactions) can be terminated only in its entirety.

5 Margin required with respect to Own Transactions

5.1 The Clearing Member is required to provide margin in respect of Own Transactions ("**Proprietary Margin**") in such amounts, in such forms and at such times as are required pursuant to Number 3 of the General Clearing Provisions, Subpart A Number 4 and the Special Clearing Provisions.

5.2 The applicable Margin Requirement with respect to the Proprietary Transaction Accounts Group will be notified by Eurex Clearing AG to the relevant Clearing Member.

6 Variation Margin required with respect to Own Transactions

6.1 Each of Eurex Clearing AG and the Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for all Own Transactions (other than STM Transactions (as defined in Chapter VIII Part 1 Number 1.2.1)) under the Proprietary Standard Agreement ("**Proprietary Variation Margin**") in such amounts, in such forms

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and at such times as are required pursuant to Subpart A Number 5 and the Special Clearing Provisions.

- 6.2 The applicable Variation Margin Requirement with respect to Own Transactions (other than STM Transactions (as defined in Chapter VIII Part 1 Number 1.2.1)) will be notified by Eurex Clearing AG to the relevant Clearing Member.

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Part 2 Subpart C: Clearing of Omnibus Transactions

1 Scope; Clearing Agreements

- 1.1 This Subpart C applies to the Clearing of Omnibus Transactions.
- 1.2 The Clearing Agreement to be entered into between the Clearing Member and Eurex Clearing in the form appended to the Clearing Conditions as Appendix 1 for the Clearing of Own Transactions also serves as the contractual basis for the Clearing of UDC-Related Transactions and ~~SC-Related~~ DC-Related Transactions pursuant to this Subpart C.

~~1.3 ——— Eurex Clearing AG, a Clearing Member and a Non-Clearing Member or a Registered Customer may enter into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 for the Clearing of NCM-Related Transactions or RC-Related Transactions. Such Clearing Agreement will provide for terms and conditions applying between (i) Eurex Clearing AG, the Clearing Member and the Non-Clearing Member or Registered Customer, (ii) Eurex Clearing AG and the Clearing Member, and (iii) the Clearing Member and the Non-Clearing Member or Registered Customer.~~

4.41.3 Further, Eurex Clearing AG facilitates indirect clearing services by providing separate internal accounts for transactions with respect to Indirect Clients upon request of the Clearing Member.

1.4 It is the responsibility of the Clearing Member to agree with each of its Disclosed Direct Clients on appropriate bilateral client-clearing arrangements in accordance with any applicable regulatory requirements.

2 Internal Accounts

In addition to the internal accounts set out in Number 4 of the General Clearing Provisions, Eurex Clearing AG shall establish and maintain with respect to the Clearing Member the following internal accounts:

2.1 Client Transaction Accounts

2.1.1 The following types of Transaction Accounts, on which the respective Omnibus Transactions of the Clearing Member shall be booked, may, subject to the Special Clearing Provisions, upon the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG), be opened and maintained by Eurex Clearing AG in addition to the Transaction Accounts established pursuant to Number 4.2.1 of the General Clearing Provisions:

- (1) one or more NOSA ~~Direct-Client~~ UDC Accounts, each relating to transactions of multiple Undisclosed Direct Clients of the Clearing Member;

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- (2) one or more additional ~~NCM/RC Own Accounts;~~~~(3)one or more additional SC-DC~~ Own Accounts;

(each ~~NCM/RC-DC~~ Own Account established for purposes of the Elementary Clearing Model Provisions ~~and each SC Own Account a “GOSA Direct Client Account” and together with the NOSA Direct Client Account~~ as well as each NOSA UDC Account, a “Direct Client Account”);

- ~~(4)~~(3) one or more additional NOSA Indirect Client Accounts;

- ~~(5)~~(4) one or more GOSA Indirect Client Accounts.

GOSA Indirect Client Accounts are only available for Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivative Transactions pursuant to Chapter VIII Part 2.

- 2.1.2 The Clearing Member shall ensure that each instruction to book ECM Transactions to a certain Client Transaction Account only relates to Omnibus Transactions to be booked on such Client Transaction Account. Eurex Clearing may rely on, and is not obliged to verify the contents of, any such instruction from the Clearing Member.

2.2 Client Transaction Accounts Groups

Eurex Clearing AG shall, upon the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG) allocate each Client Transaction Account to one of the following ~~Client Transaction Accounts Groups~~accounts groups:

- (1) a “**NOSA UDC Transaction Accounts Group**” shall comprise one NOSA ~~Direct Client-UDC~~ UDC Account and any Indirect Client Accounts linked to this NOSA ~~Direct Client-UDC~~ UDC Account; and

- (2)~~an~~ a “**NCM/RC-DC Transaction Accounts Group**” shall comprise ~~an NCM/RC-a~~ DC Own Account and any other Transaction Account linked to this ~~NCM/RC-DC~~ DC Own Account, which may include one or more ~~NCM/RC-DC~~ DC Own Accounts relating to the same ~~Non-Clearing Member and/or Registered Customer- Disclosed Direct Client~~ and/or one or more Indirect Client Accounts; and.

~~(3)an “SC Transaction Accounts Group” shall comprise an SC Own Account and any other Transaction Account linked to this SC Own Account, which may include one or more SC Own Accounts relating to the same Specified Client and/or one or more Indirect Client Accounts-(each NOSA UDC Transaction Accounts Group and each DC Transaction Accounts Group, NCM/RC Transaction Accounts Group or SC Transactions Accounts Group- a “Client Transaction Accounts Group”).~~

2.3 Internal Cash Accounts

With respect to each currency accepted by it, Eurex Clearing AG shall establish and maintain for each Clearing Member

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(i) in relation to each Internal Omnibus Margin Account, one internal cash account for the settlement of payment claims arising under the Omnibus Transactions booked on a Client Transaction Account that, as per the specification made by the Clearing Member (in the form requested by Eurex Clearing AG), relates to such Internal Omnibus Margin Account (including, in particular, all daily settlement payments, option premiums and payments in respect of Omnibus Variation Margin (as defined in Number 7.1), but excluding Settlement Claims); and

(ii) one internal cash account for Settlement Claims

(each an “**Internal Omnibus Cash Account**”).

The daily balance of each Internal Omnibus Cash Account (after taking into account permitted set-offs) shall be debited or credited, as the case may be, to the relevant Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in the account in respect of Omnibus Margin or Omnibus Variation Margin.

3 Internal Records of the Clearing Member

The Clearing Member shall establish and maintain records detailing

- (i) all payments and deliveries actually made to Eurex Clearing AG,
- (ii) all Margin and Variation Margin actually delivered to Eurex Clearing AG and
- (iii) all Redelivery Claims which it has against Eurex Clearing AG

in respect of Omnibus Transactions.

4 Internal Omnibus Margin Account; Allocation

4.1 Eligible Margin Assets actually delivered to Eurex Clearing AG and allocated to the relevant Internal Omnibus Margin Account shall constitute Margin for Omnibus Transactions.

4.2 Subject to Subpart D, an Internal Omnibus Margin Account shall only be established in accordance with the following provisions:

- (i) each Client Transaction Account shall, and may only, be allocated to one Internal Omnibus Margin Account;
- (ii) several Client Transaction Accounts may be allocated to the same Internal Omnibus Margin Account;
- (iii) a single ~~GOSA-Disclosed~~ Direct Client Account may not be allocated to an Internal Omnibus Margin Account as the only Client Transaction Account, unless (i) such ~~GOSA-Disclosed~~ Direct Client Account is the only Client Transaction Account of the relevant Clearing Member, or (ii) in cases of Numbers 9.1 and 9.2 of the Price List of Eurex Clearing AG; and

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(iv) a single GOSA Indirect Client Account may not be allocated to an Internal Omnibus Margin Account as the only Client Transaction Account, unless the Indirect Client to which the GOSA Indirect Client Account relates is the only Indirect Client of the related Direct Client.

4.3 Eligible Margin Assets allocated to an Internal Omnibus Margin Account are allocated to the Client Transaction Accounts that, as per the specification made by the Clearing Member (in the form requested by Eurex Clearing AG), relate to such Internal Omnibus Margin Account in accordance with Subpart A Number 4.4.1 or 4.4.2, as applicable.

5 Omnibus Standard Agreements

5.1 All rights and obligations between Eurex Clearing AG and the relevant Clearing Member with respect to all Omnibus Transactions booked to any Client Transaction Account allocated to the same Client Transaction Accounts Group shall constitute a separate arrangement (each an “**Omnibus Standard Agreement**”), [provided that if Part 1 Number 1.6 Paragraph \(1\) applies and an entity acts in more than one capacity of a DC Market Participant, DC With System Access and Basic DC all Omnibus Transactions relating to such Disclosed Direct Client in such different capacities collectively constitute a single Omnibus Standard Agreement.](#)

5.2 All Omnibus Transactions between Eurex Clearing AG and the relevant Clearing Member under an Omnibus Standard Agreement and any Allocated Redelivery Claims for Margin and any Redelivery Claims for Variation Margin, in each case relating to such Omnibus Standard Agreement, form a single agreement between such parties and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to the provisions in this Chapter I on the termination of individual Transactions) can be terminated only in its entirety.

~~5.3 Unless otherwise agreed between the relevant Clearing Member and the relevant Non-Clearing Member/Registered Customer,~~

~~(i) all rights and obligations between the relevant Clearing Member and the relevant Non-Clearing Member or Registered Customer with respect to Transactions under a Clearing Agreement in the form as set out in Appendix 2 corresponding to the relevant NCM-Related Transactions or RC-Related Transactions of the Clearing Member constitute a Standard Agreement; and~~

~~(ii) if a Clearing Member and the same entity acting as both Non-Clearing Member and Registered Customer have entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2, all rights and obligations between the relevant Clearing Member and the relevant entity acting as Non-Clearing Member and Registered Customer with respect to Transactions under such Clearing Agreement corresponding to the relevant NCM-Related Transactions and RC-Related Transactions, which are Omnibus Transactions of the Clearing Member relating to such entity acting as both Non-Clearing Member and Registered Customer under the Elementary Clearing Model Provisions, shall be subject to one and the same Standard Agreement; and~~

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~~(iii) all Transactions and any claims for the return of margin or variation margin (or assets equivalent thereto) arising pursuant to a Standard Agreement under (i) or (ii) shall form a single agreement between the relevant parties and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to the provisions in these Clearing Conditions on the termination of individual Transactions) can be terminated only uniformly.~~

~~Agreements between the Non-Clearing Member or Registered Customer and the Clearing Member providing for additional terms to their Standard Agreement may not be inconsistent with the Clearing Agreement entered into by them. In the event of any inconsistencies between any such additional agreement (as amended from time to time) and the Clearing Agreement, the Clearing Agreement shall always prevail.~~

6 Margin required with respect to Omnibus Transactions

- 6.1 The Clearing Member is required to provide margin for all Omnibus Transactions (“**Omnibus Margin**”) in respect of each Internal Omnibus Margin Account in such amounts, in such forms and at such times as are required pursuant to Number 3 of the General Clearing Provisions, Subpart A Number 4 and the Special Clearing Provisions.
- 6.2 The applicable Margin Requirement with respect to each Internal Omnibus Margin Account will be notified separately by Eurex Clearing AG to the Clearing Member.
- 6.3 Each Clearing Member is required to separately demand margin from its Direct Clients as follows:
- (i) from each of its ~~Non-Clearing Members, Registered Customers and Specified Clients (each, for the purposes of the Elementary Clearing Model Provisions, a “GOSA Direct Client”)~~ Disclosed Direct Clients in an amount which shall at least be equal to the relevant margin requirement (as determined by Eurex Clearing AG, also taking into account all Original OTC Transactions which are to be novated in the course of the novation process) applicable to the relevant Client Transaction Accounts Group, and
 - (ii) from its Undisclosed Direct Clients in an aggregate amount which shall at least be equal to the aggregate margin requirement (as determined by Eurex Clearing AG, also taking into account all Original OTC Transactions which are to be novated in the course of the novation process) applicable to the UDC-Related Transactions.

7 Variation Margin required with respect to Omnibus Transactions

- 7.1 Each of Eurex Clearing AG and the Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for Omnibus Transactions (“**Omnibus Variation Margin**”) in such amounts, in such forms and at such times as are required pursuant to Subpart A Number 5, this Number 7 and the Special Clearing Provisions.
- 7.2 The applicable Variation Margin Requirement will be notified by Eurex Clearing AG to the Clearing Member.

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7.3 The Clearing Member is required to separately demand or provide (additional) cover in respect of daily profits or losses arising in respect of the corresponding transactions with its Direct Clients in an amount not less than the variation margin requirement applicable between the Clearing Member and Eurex Clearing AG in respect of the relevant Client Transaction Accounts Group relating in each case to the relevant Direct Client(s).

8 Porting of assets and positions in relation to an Omnibus Standard Agreement

8.1 This Number 8 shall apply with respect to a Clearing Member, if Eurex Clearing AG has determined, based on the legal circumstances in the jurisdiction where such Clearing Member is domiciled, that the porting mechanics contemplated herein shall be applicable with respect to such Clearing Member. Eurex Clearing AG will from time to time publish a list of the relevant jurisdictions in respect of which this Number 8 is not (or not fully) applicable.

8.2 For the purposes of this Number 8 and solely with respect to an Omnibus Standard Agreement (including all Omnibus Transactions thereunder and all Allocated Redelivery Claims for Margin and all Redelivery Claims for Variation Margin relating thereto), a Termination, Termination Time and a Termination Date shall only occur

- (i) at the end of the ECM Porting Election Period if no ECM Porting Election Notice (as defined in Number 8.3) has been received by Eurex Clearing AG by such point in time;
- (ii) upon the expiry of the ECM Porting Period in accordance with Number 8.4 below, if an ECM Porting Election Notice had been received by Eurex Clearing AG by no later than the expiry of the ECM Porting Election Period, but the Porting Requirements are not fulfilled in respect of such Omnibus Standard Agreement at the expiry of the ECM Porting Period. Upon the occurrence of such Termination Date, Subpart A Numbers 6.3 to 6.6 and Number 9 below shall apply; or
- (iii) immediately upon the receipt by Eurex Clearing AG of a Termination Election in accordance with Number 8.3.

8.3 Upon the occurrence of a Termination Event or an Insolvency Termination Event with respect to the Clearing Member [in respect of the Proprietary Standard Agreement](#), Eurex Clearing AG shall (a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the Termination Time, give notice to all other Clearing Members and all ~~GOSA-Discovered~~ Direct Clients [of the Affected Clearing Member](#) in accordance with Number 16.1 of the General Clearing Provisions (i) of the occurrence of the Termination Event and (ii) that the ECM Porting Period commences (the “**ECM Porting Notice**”). Eurex Clearing AG may inform other market participants and/or the public of the Termination with respect to the affected Clearing Member.

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Upon the occurrence of a Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member, each ~~GOSA-Disclosed~~ Direct Client of such Clearing Member may determine by giving notice to Eurex Clearing AG (the “**ECM Porting Election Notice**”) that it either (i) agrees to the Transfer (as defined in Number 8.4) of the Omnibus Transactions under the relevant Omnibus Standard Agreement (the “**Transfer Election**”) or (ii) that it requires the Termination of the Omnibus Transactions under such Omnibus Standard Agreement (the “**Termination Election**”), in each case at the latest by 13:00 hours (Frankfurt am Main time) on the Business Day following the Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member (the “**ECM Porting Election Period**”). Eurex Clearing may reject the Transfer Election of a ~~Specified-Client~~Basic DC, if such ~~Specified-Client~~Basic DC has not submitted the ECM Porting Election Notice together with a list of authorised signatories that are entitled to represent such ~~Specified-Client~~Basic DC.

If a Termination Election has been made with respect to an Omnibus Standard Agreement or if a Transfer Election of a ~~Specified-Client~~Basic DC has been rejected by Eurex Clearing AG in accordance with the foregoing paragraph, there will be no Transfer of the Omnibus Transactions under such Omnibus Standard Agreement pursuant to Number 8.4. In such case, Subpart A Numbers 6.3 to 6.6 and Number 9 below apply immediately with respect to such Omnibus Standard Agreement.

- 8.4 If, at or prior to the end of the ECM Porting Period, Eurex Clearing AG determines that all Porting Requirements in respect of one or more Omnibus Standard Agreements are fulfilled (each such Omnibus Standard Agreement a “**Transferred Omnibus Standard Agreement**”), ~~all rights and obligations of the affected Clearing Member with respect to:~~
- (i) ~~all rights and obligations of the affected Clearing Member with respect to~~ the relevant Transferred Omnibus Standard Agreement (including all related Omnibus Transactions),
 - (ii) the Allocated Redelivery Claims relating to the relevant Transferred Omnibus Standard Agreement,
 - (iii) all Redelivery Claims for Variation Margin relating to the relevant Transferred Omnibus Standard Agreement,
 - (iv) the Redelivery Claims (if any) relating to the proceeds of the realisation of Securities liquidated by Eurex Clearing AG in accordance with Number 8.10 to the extent such Redelivery Claims have arisen or will arise in relation to the relevant Transferred Omnibus Standard Agreement, and,
 - (v) if the additional requirements pursuant to Number 8.14 are met, the related Unallocated Redelivery Claims (if any),

shall be transferred by way of assumption of contract (*Vertragsübernahme*) (a “**Transfer**”) to the relevant Replacement Clearing Member; and each Clearing Member (that becomes an Affected Clearing Member) hereby expressly and irrevocably consents to each such Transfer.

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“ECM Porting Period” means

- (i) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day; and
- (ii) if any other Termination Event has occurred, the period from the publication of the ECM Porting Notice until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day.

Eurex Clearing AG may extend the ECM Porting Period with respect to one or more or all Omnibus Standard Agreements in order to facilitate a Transfer by giving notice to the Affected Clearing Member and the affected ~~GOSA- Disclosed~~ Direct ~~Client(s)- Clients~~ of the Affected Clearing Member. All other Clearing Members ~~as well as Non-Clearing Members and Registered Customers~~ may be informed by Eurex Clearing AG of the extension in accordance with Number 16.1 of the General Clearing Provisions. Eurex Clearing AG may likewise inform other market participants or the public of the extension.

“Porting Requirements” means, with respect to an Omnibus Standard Agreement, all of the following requirements:

- (i) a transferee Clearing Member (the **“Replacement Clearing Member”**) has agreed with Eurex Clearing AG in writing on the assumption of contract (*Vertragsübernahme*) pursuant to this Number 8.4 in form and substance satisfactory to Eurex Clearing AG;
- (ii) with respect to the Omnibus Transactions under the relevant Omnibus Standard Agreement that are ~~NCM-Related Transactions or RC-Related DC-Related Transactions~~, the Replacement Clearing Member ~~and each relevant Non-Clearing Member or Registered Customer have undertaken to Eurex Clearing AG in form and substance satisfactory~~ has confirmed to Eurex Clearing AG that ~~they will, no later than five (5) Business Days after the end of the ECM Porting Period, enter, in each case, into a Clearing Agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 2 unless such Clearing Agreement has already been entered into~~ the relevant Disclosed Direct Client to which Omnibus Transactions under the relevant Omnibus Standard Agreement relate, has designated, and has taken all necessary steps to allow, the Replacement Clearing Member to act as its future Clearing Member in respect of its transactions that correspond to Omnibus Transactions under the relevant Omnibus Standard Agreement;
- (iii) the Replacement Clearing Member has (a) confirmed to Eurex Clearing AG that all Undisclosed Direct Clients to which Omnibus Transactions under the relevant Omnibus Standard Agreement relate, have designated, and have taken all necessary steps to allow, the Replacement Clearing Member to act as their future Clearing Member in respect of their transactions that correspond to any Omnibus Transactions under the relevant Omnibus Standard Agreement and (b) provided Eurex Clearing AG in writing (*Textform*) with a list of all Transactions comprised in

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the relevant NOSA [UDC](#) Transaction Accounts Group, unless (in the case of (b)) the Replacement Clearing Member has already been designated as such for the relevant Omnibus Standard Agreement by the Transferor Clearing Member prior to the Termination Date pursuant to Number 8.5;

- (iv) the Replacement Clearing Member has (a) provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in Omnibus Margin and Omnibus Variation Margin in respect of all Omnibus Transactions that are subject to the Transfer or (b) undertaken to Eurex Clearing AG to provide the relevant amount of Eligible Margin Assets without undue delay following the Transfer.

Eurex Clearing AG may, in its free discretion, waive the requirement set out in (ii) above in whole or in part to the extent alternative arrangements have been made with the Replacement Clearing Member with respect to the relevant Omnibus Transactions.

If the Porting Requirements are not satisfied by 13:00 hours (Frankfurt am Main time) on the Business Day following the Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member or such longer period of time specified by Eurex Clearing AG in the individual case, there will be no Transfer pursuant to this Number 8.4 and Subpart A Numbers 6.3 to 6.6 and Number 9 below shall apply.

- 8.5 Each Clearing Member may designate in advance by notice to Eurex Clearing AG another Clearing Member as a potential Replacement Clearing Member for each Omnibus Standard Agreement. The Clearing Member designated as a potential Replacement Clearing Member assumes no obligation to accept a Transfer. All Porting Requirements in respect of the relevant Omnibus Standard Agreement need to be fulfilled to effect a Transfer.
- 8.6 No Transfer shall affect (i) the Proprietary Standard Agreement, any Own Transactions of the Transferor Clearing Member, any Difference Claims relating thereto or any Redelivery Claims of the Transferor Clearing Member relating (or, if the Value Based Allocation is the Applicable Allocation Method, allocated) thereto, (ii) any other Omnibus Standard Agreement, or (iii) subject to Number 8.14, any Excess Collateral.
- 8.7 Eurex Clearing AG may provide for further or alternative procedures for the transfer of assets and positions that it deems necessary taking into account applicable laws with respect to any such transfer.
- 8.8 If a Transfer in accordance with Number 8.4 occurs in respect of an Omnibus Standard Agreement, Eligible Margin Assets in the form of Securities that are allocated to any Client Transaction Account relating to such Omnibus Standard Agreement (and, subject to Number 8.14, Eligible Margin Assets in the form of Securities that constitute Excess Collateral) shall be transferred to the Replacement Clearing Member by way of a transfer of title therein, subject to the following provisions:
- (i) The Transferor Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to offer to transfer to the Replacement Clearing Member, on behalf of the Transferor Clearing Member, title in all such Eligible Margin Assets in

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the form of Securities and to issue all other statements and to take all other acts on behalf of the Transferor Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of such Securities to the Replacement Clearing Member.

- (ii) If the allocation of Securities by Eurex Clearing AG pursuant to Subpart A Number 4.4.1 or 4.4.2 includes any Fraction of a Security to be transferred pursuant to (i), the Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to liquidate the relevant Security (of which such Fraction forms part) on behalf of the Clearing Member and appropriate the proceeds of the liquidation of such Security and only the resulting cash claim of the Affected Clearing Member relating to the liquidation proceeds in respect of such Fraction shall be subject to the transfer.
- (iii) Any transfer of such Securities to the Replacement Clearing Member shall, subject to Paragraph (iv) below, be without prejudice of the security interest granted to Eurex Clearing AG in the relevant Securities.
- (iv) Eurex Clearing AG and the Transferor Clearing Member hereby agree that, following a transfer of such Securities, the security interests held by Eurex Clearing AG in those Securities that constitute Omnibus Margin shall no longer secure rights and claims of Eurex Clearing AG in respect of any other agreement (including any Proprietary Standard Agreement) with the Transferor Clearing Member.

8.9 Eurex Clearing AG and the Transferor Clearing Member agree that, following the transfer of all Eligible Margin Assets in the form of Securities to the Replacement Clearing Member in accordance with Number 8.8, the security purpose of the security interests held by Eurex Clearing AG in such Securities shall also extend to all present and future claims under any Omnibus Transactions, any Difference Claim and any other present and future claims, in each case, of Eurex Clearing AG against the Replacement Clearing Member under the relevant Omnibus Standard Agreement with such Replacement Clearing Member.

8.10 If a transfer of Eligible Margin Assets in the form of Securities to the securities account of the Replacement Clearing Member is impossible or impractical due to restrictions of the securities depository bank, custodian or central securities depository used by the Replacement Clearing Member or for other reasons, the Transferor Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to liquidate on behalf of the Transferor Clearing Member such Eligible Margin Assets in the form of Securities and to appropriate the proceeds of the realisation of such Securities and a Redelivery Claim (in cash) of the Transferor Clearing Member in the amount of the value of such proceeds shall arise in respect of the Omnibus Standard Agreement already transferred or to be transferred to the Replacement Clearing Member pursuant to Number 8.4 and such Redelivery Claim shall then be subject to the Transfer.

8.11 As a result of a Transfer, all rights and obligations under the relevant Omnibus Standard Agreement (including all existing Omnibus Transactions), all Allocated Redelivery Claims and all Redelivery Claims for Variation Margin relating thereto that have been transferred to the Replacement Clearing Member (a) will, ~~as applicable,~~ be subject to the Clearing

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Agreement between Eurex Clearing AG and the Replacement Clearing Member in the form appended to the Clearing Conditions as Appendix 1 ~~or the relevant Clearing Agreement(s) in the form appended to the Clearing Conditions as Appendix 2 that has been, have been or will be entered into pursuant to item (ii) of the Porting Requirements~~ and (b) will no longer be subject to any Clearing Agreement with the Transferor Clearing Member.

- 8.12 Immediately following a Transfer, all rights and obligations under each transferred Omnibus Standard Agreement (including all existing Omnibus Transactions) shall initially form a separate Omnibus Standard Agreement between the Replacement Clearing Member and Eurex Clearing AG and shall not be combined or included in another existing Omnibus Standard Agreement, all Redelivery Claims for Variation Margin will initially be allocated to such Omnibus Standard Agreement and all Allocated Redelivery Claims will be allocated to such Internal Omnibus Margin Account (relating to the Replacement Clearing Member) as specified by the Replacement Clearing Member (which specification shall be provided in the form requested by Eurex Clearing AG).
- 8.13 Following a Transfer pursuant to Number 8.4 and a transfer of Eligible Margin Assets in the form of Securities in accordance with Number 8.8, Eurex Clearing AG shall credit to the Replacement Clearing Member (with respect to each Omnibus Standard Agreement that is subject to such Transfer), by making appropriate changes to its records, all Omnibus Margin and all Omnibus Variation Margin provided to it by the Transferor Clearing Member in respect of the relevant Omnibus Standard Agreement and, following such allocation, such amounts or assets shall constitute Margin and Variation Margin, respectively, of the Replacement Clearing Member.
- 8.14 Unallocated Redelivery Claims and Eligible Margin Assets in the form of Securities that are allocated to the relevant Internal Omnibus Margin Account and that constitute Excess Collateral shall only be transferred to a Replacement Clearing Member if the Transfer to the same Replacement Clearing Member includes all Omnibus Transactions of the Affected Clearing Member that are allocated to the Client Transaction Accounts that are allocated to such Internal Omnibus Margin Account. In such case such Unallocated Redelivery Claims and such Eligible Margin Assets in the form of Securities will be allocated to the same Internal Omnibus Margin Account of the Replacement Clearing Member as has been specified pursuant to Number 8.12. Unallocated Redelivery Claims and Eligible Margin Assets in the form of Securities that are allocated to the relevant Internal Omnibus Margin Account and that constitute Excess Collateral, but are not so transferred, will be subject to Number 9.4.
- 8.15 It is the responsibility of the Transferor Clearing Member and/or the Replacement Clearing Member to enter into relevant agreements (if any) with their relevant clients for granting any compensation to, or obtaining any compensation from, such clients in connection with any transfers made in accordance with this Number 8.

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8.16 During the ECM Porting Period:

- (i) the Clearing of Omnibus Transactions under each Omnibus Standard Agreement between Eurex Clearing AG and the Transferor Clearing Member shall always be suspended;
- (ii) ~~neither of the Transferor Clearing Member, its Non-Clearing Members or its Registered Customers~~ shall not be entitled to enter any orders or quotes into the systems of the Markets;
- (iii) all Redelivery Claims of the Transferor Clearing Member with respect to Omnibus Margin in the form of cash and Omnibus Variation Margin shall be deferred (*gestundet*);
- (iv) all claims of the Transferor Clearing Member for a release of Omnibus Margin in the form of Securities shall be deferred (*gestundet*); and
- (v) Eurex Clearing AG shall not be obliged to provide any Omnibus Variation Margin to the Transferor Clearing Member.

9 Return of any balance owed by Eurex Clearing AG in respect of an Omnibus Standard Agreement after the completion of the default management process

If a Termination Date in respect of an Omnibus Standard Agreement has occurred, Eurex Clearing AG shall return any balance owed by it in respect of such Omnibus Standard Agreement following the completion of the default management process pursuant to Part 1 Number 6 and 7 (and as otherwise set out in these Clearing Conditions) with respect to the Clearing Member as follows:

- 9.1 Any Difference Claim in relation to such Omnibus Standard Agreement owed by Eurex Clearing AG shall be discharged by payment of the relevant amount,
- (i) if the Omnibus Standard Agreement relates to ~~an NCM/RC a DC~~ Transaction Accounts Group ~~or a SC Transaction Accounts Group~~, to the relevant ~~GOSA Disclosed~~ Direct Client; and
 - (ii) if the Omnibus Standard Agreement relates to a NOSA UDC Transaction Accounts Group, to the Affected Clearing Member and such payment shall constitute a return to the Affected Clearing Member for the account of all its relevant Undisclosed Direct Clients.
- 9.2 Any release by Eurex Clearing AG, or any expiration, of any of its pledges in respect of Eligible Margin Assets in the form of Securities actually delivered to Eurex Clearing AG in respect of Omnibus Margin that have been allocated to a Client Transaction Account that forms part of a NOSA UDC Transaction Accounts Group shall constitute a return to the Affected Clearing Member for the account of the relevant Undisclosed Direct Clients of the Affected Clearing Member.

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9.3 If Eligible Margin Assets in the form of Securities actually delivered to Eurex Clearing AG in respect of Omnibus Margin have been allocated to a Client Transaction Account that forms part of ~~an NCM/RC a DC~~ Transaction Accounts Group ~~or an SC Transaction Accounts Group~~ (the “**GOSA-DC Direct Return Securities**”), such ~~GOSA-DC~~ Direct Return Securities shall be transferred by Eurex Clearing AG to the relevant ~~GOSA Disclosed~~ Direct Client.

~~The Affected Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to offer to transfer to the relevant ~~GOSA Direct Client~~, on behalf of the Affected Clearing Member, ~~all GOSA Direct Return Securities and to issue all other statements and to take all other acts on behalf of the Affected Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of the GOSA Direct Return Securities to the relevant GOSA Direct Client.~~~~

9.4 Subject to Number 8.14, Excess Collateral in the form of Securities shall be released or transferred (as applicable), and Unallocated Redelivery Claims shall be satisfied by a payment of the relevant amount ~~to~~, as follows:

(i) if all Direct Clients whose Client Transaction Accounts relate to the Internal Omnibus Margin Account to which such Excess Collateral is allocated have appointed, are represented or are acting through the same Authorised Manager, such Excess Collateral in form of Securities shall be transferred to, and such Unallocated Redelivery Claims shall be paid to, such Authorised Manager (for the account of all such Direct Clients); and

(ii) otherwise such Excess Collateral in form of Securities shall be released to, and such Unallocated Redelivery Claims shall be paid to, the Affected Clearing Member, and any such release or payment to the Affected Clearing Member shall constitute a return to the Affected Clearing Member for the account of all its Direct Clients whose Client Transaction Accounts relate to the Internal Omnibus Margin Account to which such Excess Collateral is allocated.

9.5 The Affected Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG

(i) to offer to transfer to the relevant ~~Disclosed Direct Client (pursuant to Number 9.3)~~, on behalf of the Affected Clearing Member, ~~the DC Direct Return Securities; and~~

(ii) to offer to transfer to the relevant Authorised Manager (in accordance with Number 9.4(i)) the Excess Collateral in the form of Securities,

and, in each case, to issue all other statements and to take all other acts on behalf of the Affected Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of the ~~DC Direct Return Securities to the relevant Disclosed Direct Client and the transfer of the Excess Collateral in the form of Securities to the relevant Authorised Manager, respectively.~~

9.59.6 Any payment or transfer to a ~~Specified Client~~ Basic DC pursuant to this Number 9 shall be subject to (i) receipt by Eurex Clearing AG of any information that Eurex Clearing AG

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requires or requests from a ~~Specified Client~~ Basic DC in order to comply with any statutory or regulatory obligations with respect to the relevant payment or transfer to such ~~Specified Client~~ Basic DC, and (ii) compliance with any statutory or regulatory obligations applicable to Eurex Clearing AG. Eurex Clearing AG shall not be required to make any payment or transfer to a ~~GOSA- Disclosed~~ Direct Client or Authorised Manager pursuant to this Number 9 (and shall instead make such payment or transfer to the Clearing Member for the account of the relevant ~~GOSA- Disclosed~~ Direct Client) if Eurex Clearing AG is not satisfied that such payment or transfer by Eurex Clearing AG to such ~~GOSA- Disclosed~~ Direct Client or Authorised Manager would result in a final discharge of the corresponding obligations of Eurex Clearing AG vis-à-vis the Clearing Member.

~~10~~ **~~Consequences of a Termination Date with respect to any Standard Agreement between the Clearing Member and its Non-Clearing Members and/or Registered Customers~~**

~~10.1~~ The consequences of the occurrence of a Termination Date with respect to a Clearing Member on any Standard Agreement between such Clearing Member and its Non-Clearing Members and/or Registered Customers shall be governed by such Standard Agreement between such Clearing Member and its Non-Clearing Members and/or Registered Customers, as applicable.

~~10.2~~ Unless otherwise agreed by the Clearing Member and the Non-Clearing Member/Registered Customer pursuant to Number 5.3 and subject to Number 10.3, the following applies to the Standard Agreement between the Clearing Member and the Non-Clearing Member/Registered Customer if a Termination Date has occurred pursuant to Number 7.2.2 of the General Clearing Provisions:

(1) ~~all existing mutual payment and delivery obligations between the Clearing Member and the Non-Clearing Member/Registered Customer arising from Transactions between the Clearing Member and the Non-Clearing Member/Registered Customer under their Standard Agreement and all redelivery claims in respect of margin and variation margin, if any, shall automatically expire without notice as of the Termination Time and an obligation between such two parties created by the Standard Agreement to make a unilateral payment in the Termination Currency (substituting the original payment and delivery obligations of the terminated Transactions between the Clearing Member and the Non-Clearing Member/Registered Customer under their Standard Agreement in accordance with Number 7.3.2 of the General Clearing Provisions applied *mutatis mutandis* and using the Liquidation Price Approach) shall become immediately due (“Unilateral Difference Claim”). The parties to the Standard Agreement shall no longer be obliged to perform the original obligations thereunder and may no longer claim performance.~~

(2) ~~The Non-Clearing Member/Registered Customer shall determine the Unilateral Difference Claim. The Non-Clearing Member/Registered Customer shall immediately notify the Clearing Member of the result and provide the Clearing Member with the data forming the basis of the determination.~~

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~~10.3 If the Clearing Member and the Non-Clearing Member/Registered Customer have made the appropriate election (i) with respect to the “**Application of Close-Out Netting Regulation pursuant to Part 2 Clause 1.4**” in any Clearing Agreement dated prior to 15 May 2015 or (ii) pursuant to Annex A to the Clearing Agreement appended to the Clearing Conditions as Appendix 2, the following shall apply with regard to Futures and Options transactions within the meaning of Chapter II Part 1 Paragraph (1) concluded between the Non-Clearing Member/Registered Customer and the Clearing Member (“**NCM/RC Futures and Options Transactions**”) in the case of an insolvency (as defined below) of the Non-Clearing Member/Registered Customer or the Clearing Member:~~

~~(1) In the relationship between the Clearing Member and the Non-Clearing Member/Registered Customer, the provisions in Clause 7 Paragraph 1 Sentence 4 (Exclusion of the right to partial termination), Clause 7 Paragraphs 2 and 3 (Insolvency, Claim for compensation payment), Clause 8 (Compensation and set-off of benefits) and Clause 9 Paragraph 1 (Final Settlement) of the sample text of the German Master Agreement for Financial Derivative Transactions (Version 2001), as published by the Federal Association of German Banks (“**Master Agreement**”), shall apply with the following requirements:~~

~~(a) References in the aforementioned provisions of the Master Agreement to the “**Agreement**” shall — provided they concern NCM/RC Futures and Options Transactions — be read as references to the separate legal arrangement between the Clearing Member and the Non-Clearing Member/Registered Customer with respect to NCM/RC Futures and Options Transactions.~~

~~(b) For purposes of the aforementioned regulations of the Master Agreement, each NCM/RC Futures and Options Transaction is deemed to be an individual Transaction (*Einzelabschluss*) within the meaning of the Master Agreement.~~

~~(2) In case of an insolvency of the Clearing Member, the provisions of this Number 10.3 shall not affect the exercise of rights of Eurex Clearing AG pursuant to the Clearing Conditions.~~

~~(3) The obligations of the Clearing Member vis-à-vis Eurex Clearing AG resulting from the Clearing of the Transactions of the Non-Clearing Member/Registered Customer shall not be affected by the aforementioned close-out netting provisions.~~

~~(4) An “**insolvency**” of the Non-Clearing Member/Registered Customer or the Clearing Member occurs if an application for an opening of bankruptcy proceedings or other insolvency proceedings with respect to the assets of the Non-Clearing Member/Registered Customer or Clearing Member is made and either the Non-Clearing Member/Registered Customer or Clearing Member itself has filed the application or if the Non-Clearing Member/Registered Customer or Clearing Member is either insolvent or in any other situation justifying the opening of such proceedings.~~

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Part 2 Subpart D: Special Provisions relating to the CASS Rules

1 Scope

- 1.1 This Subpart D shall provide Clearing Members with the option to clear certain Client-Related Transactions which are Omnibus Transactions that qualify as Eurex Transactions or OTC Interest Rate Derivative Transactions (“**ECM CASS Eligible Transactions**”) in accordance with the CASS Rules. The Clearing Member shall be solely responsible, and Eurex Clearing AG does not assume any liability, for compliance with the CASS Rules.
- 1.2 The Clearing Member may, ~~with respect to UDC-Related Transactions and SC-Related Transactions, elect in the Annex to its Clearing Agreement with Eurex Clearing AG pursuant to Appendix 1 and, with respect to NCM-Related Transactions and RC-Related Transactions,~~ elect in the Annex to its Clearing Agreement with Eurex Clearing AG pursuant to Appendix ~~2~~1 whether all or several ECM CASS Eligible Transactions shall be cleared in accordance with the special provisions set out in this Subpart D.
- 1.3 The Clearing Member may clear ECM Transactions and ECM CASS Transactions with respect to the same Direct Client. In that case, two Client Transaction Accounts Groups will be established with respect to the same Direct Client: one Client Transaction Accounts Group for the Transaction Accounts on which ECM [CASS](#) Transactions relating to such Direct Client are booked and one Client Transaction Accounts Group for the Transaction Accounts on which ECM Transactions (other than ECM CASS Transactions) relating to such Direct Client are booked.

2 ECM CASS Client Account and ECM CASS Transactions

- 2.1 The Clearing Member may designate, by notice to Eurex Clearing AG (which shall be submitted in the form requested by Eurex Clearing AG) one or several Client Transaction Accounts Groups (each together with the applicable Internal CASS Omnibus Margin Account(s) pursuant to Number 3.1 and the applicable Internal CASS Omnibus Cash Account(s) pursuant to Number 4.1) to constitute (either individually or collectively) a client transaction account for the purposes of the CASS Rules (each Client Transaction Accounts Group so individually designated, and all Client Transaction Accounts Groups so collectively designated, a “**ECM CASS Client Account**”). For the avoidance of doubt, the ECM CASS Client Account is not a Transaction Account for the purposes of these Clearing Conditions.
- 2.2 Each ECM CASS Client Account shall be in the name of the Clearing Member. The name of an ECM CASS Client Account and any sub-pool designation shall be for the purposes of identification only and shall not affect the application of the Clearing Conditions to the ECM CASS Client Account. The name of the ECM CASS Client Account and any sub-pool designation shall be one to which Eurex Clearing AG has no reasonable objection.
- 2.3 The Clearing Member shall ensure that only ECM CASS Eligible Transactions executed between Eurex Clearing AG and the Clearing Member will be booked on a Transaction

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Account that forms part of an ECM CASS Client Account. Each ECM CASS Eligible Transaction booked on a Transaction Account that forms part of an ECM CASS Client Account shall qualify as an “**ECM CASS Transaction**”.

- 2.4 With respect to ECM Transactions that are Client-Related Transactions and do not qualify as ECM CASS Transactions, Subpart C applies.

3 Internal CASS Omnibus Margin Account

- 3.1 Upon the instruction of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG) and subject to certain requirements set out in Number 3.2, Eurex Clearing AG will, in its internal systems, establish and maintain for each Clearing Member one or more Internal Omnibus Margin Accounts with respect to Eligible Margin Assets for ECM CASS Transactions (each an “**Internal CASS Omnibus Margin Account**”).
- 3.2 Only the Asset Based Allocation shall be the Applicable Allocation Method with respect to ECM CASS Client Accounts. For the avoidance of doubt, ECM Transactions of the Clearing Member other than ECM CASS Transactions may also be subject to Clearing in accordance with the Value Based Allocation Method.
- 3.3 Any Internal CASS Omnibus Margin Account may only and must relate to one ECM CASS Client Account.
- 3.4 Eligible Margin Assets for ECM CASS Transactions shall only secure all present and future claims under any ECM CASS Transactions, any Difference Claim and any other present and future claims, in each case, of Eurex Clearing AG against the Clearing Member under any [ECM](#) Standard Agreement relating to any ECM CASS Client Account of the Clearing Member, including for the avoidance of doubt all present and future claims of Eurex Clearing AG against the Replacement Clearing Member relating to any ECM CASS Transactions that have been transferred to such Replacement Clearing Member in accordance with Subpart C Number 8 (the “**Secured CASS Omnibus Claims**”).
- 3.5 The provisions relating to Internal Omnibus Margin Accounts set out in Subpart C shall otherwise apply *mutatis mutandis* to Internal CASS Omnibus Margin Accounts.

4 Internal CASS Omnibus Cash Accounts

- 4.1 With respect to each currency accepted by it, Eurex Clearing AG shall establish and maintain, with respect to a Clearing Member
- (i) in relation to each Internal CASS Omnibus Margin Account, one internal cash account for the settlement of payment claims arising under the ECM CASS Transactions booked on a Client Transaction Account that, as per the specification made by the Clearing Member (in the form requested by Eurex Clearing AG), relates to such Internal CASS Omnibus Margin Account (including, in particular, all daily settlement payments, option premiums and payments in respect of the related Omnibus Variation Margin, but excluding Settlement Claims); and

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(ii) one internal cash account for Settlement Claims

(each an “**Internal CASS Omnibus Cash Account**”).

The daily balance of each Internal CASS Omnibus Cash Account (after taking into account permitted set-offs) shall be debited or credited, as the case may be, to the relevant Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in the account in respect of Omnibus Margin or Omnibus Variation Margin relating to ECM CASS Client Accounts.

4.2 One Internal CASS Omnibus Cash Account may only and must relate to one ECM CASS Client Account.

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Part 3 The Individual Clearing Model Provisions

The provisions on the individual clearing model of Eurex Clearing AG (the “**Individual Clearing Model Provisions**”) are set forth below. ~~Any entity acting as a Non-Clearing Member or a Registered Customer or acting as both a Non-Clearing Member and Registered Customer in the Clearing under the Clearing Conditions (hereinafter for the purposes of these Individual Clearing Model Provisions, an “ICM Client”)~~ An ICM Client has the option to select the segregation and portability mechanism provided by these Individual Clearing Model Provisions on the basis of one of the ~~following~~ two documentation standards set out in Numbers 1 and 2 below.

1 Individual Clearing Model Provisions under Eurex Clearing AG Documentation (“ICM-ECD”)

- 1.1 Eurex Clearing AG, the Clearing Member and an ICM Client have the option to apply the Individual Clearing Model Provisions on the Basis of these Clearing Conditions. For such purposes Eurex Clearing AG, the relevant Clearing Member and the relevant ICM Client will enter into the Clearing Agreement in the form appended to the Clearing Conditions as Appendix 3 (hereinafter an “**ICM Clearing Agreement**” and “**ICM Clearing Agreement for ICM-ECD**”).
- 1.2 In such case, Subpart A and B of this Part 3 apply (together the “**Individual Clearing Model Provisions under Eurex Clearing AG Documentation**” or “**ICM-ECD Provisions**”).

2 Individual Clearing Model Provisions under Client Clearing Documentation (“ICM-CCD”)

- 2.1 Eurex Clearing AG, the Clearing Member and an ICM Client have the option to apply the Individual Clearing Model Provisions on the basis of these Clearing Conditions and a Client Clearing Agreement (as defined in Subpart C Number 2.1.1). For such purposes and in addition to the Client Clearing Agreement Eurex Clearing AG, the relevant Clearing Member and the relevant ICM Client will enter into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 4 (hereinafter an “**ICM Clearing Agreement**” and “**ICM Clearing Agreement for ICM-CCD**”).
- 2.2 In such case, Subpart A and C of this Part 3 apply (together the “**Individual Clearing Model Provisions under Client Clearing Documentation**” or “**ICM-CCD Provisions**”).

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3 References

- 3.1 Any ICM Clearing Agreement constitutes a Clearing Agreement pursuant to the Clearing Conditions.

- 3.2 References to Eurex Clearing AG, the Clearing Member and the ICM Client, respectively, in this Part 3 shall be construed solely as references to the parties to the ICM Clearing Agreement (and only in their capacity as parties to that ICM Clearing Agreement) and shall exclude any other Clearing Members or ICM Clients or other customers of the Clearing Member.

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Part 3 Subpart A: General Provisions for ICM-ECD and ICM-CCD

1 Definitions

“**Relevant Agreement**” means, (i) in the case of the ICM-ECD Provisions, the Corresponding Standard Agreement (as defined in Subpart B Number 2.1.2) or (ii) in the case of the ICM-CCD Provisions, the corresponding Client Clearing Agreement (as defined in Subpart C Number 2.1.1);

“**Relevant Difference Claim**” means, (i) in the case of the ICM-ECD Provisions, the Difference Claim pursuant to Subpart B Number 6.3.2 under the Corresponding Standard Agreement or (ii) in the case of the ICM-CCD Provisions, the Client Clearing Termination Claim (as defined in Subpart C Number 2.1.2 Paragraph (7)) under the corresponding Client Clearing Agreement;

“**Relevant Transactions**” means, (i) in the case of the ICM-ECD Provisions, the Corresponding Covered Transactions (as defined in Subpart B Number 2.1.1) between the Clearing Member and the ICM Client or (ii) in the case of ICM-CCD Provisions, the Client Clearing Transactions (as defined in Subpart C Number 2.1.2 Paragraph (2)) under the relevant corresponding Client Clearing Agreement;

“**Relevant Redelivery Claims**” means, (i) in the case of the ICM-ECD Provisions, the Redelivery Claims (as defined in Subpart B Number 2.2 together with Subpart A Number 2.2.3) between the Clearing Member and the ICM Client under the Corresponding Standard Agreement or (ii) in the case of the ICM-CCD Provisions, all claims for the return of Credit Support Margin (as defined in Subpart C Number 2.1.2 Paragraph (3)) or Credit Support Variation Margin (as defined in Subpart C Number 2.1.2 Paragraph (4)) delivered to the Clearing Member pursuant to the corresponding Client Clearing Agreement with respect to the Client Clearing Transactions; and

“**Relevant Margin**” means, (i) in the case of the ICM-ECD Provisions, the Segregated Margin (as defined in Subpart B Number 4) and the Segregated Variation Margin (as defined in Subpart B Number 5) between the Clearing Member and the ICM Client under the Corresponding Standard Agreement or (ii) in the case of ICM-CCD Provisions, the Credit Support Margin and the Credit Support Variation Margin under the corresponding Client Clearing Agreement.

2 Standard Agreements between Eurex Clearing AG and the Clearing Member

2.1 Construction and Prerequisites

2.1.1 Any Transaction between Eurex Clearing AG and the Clearing Member which is subject to the Individual Clearing Model Provisions shall be a “**Covered Transaction**” for the purpose of these Individual Clearing Model Provisions.

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2.1.2 Upon execution of an ICM Clearing Agreement with a specific ICM Client, all rights and obligations between Eurex Clearing AG and the Clearing Member with respect to Covered Transactions under such ICM Clearing Agreement (irrespective of the ICM Transaction Account to which the Covered Transactions are booked in accordance with Number 4.1.1) shall for the purpose of these Clearing Conditions constitute a separate arrangement (each such relevant separate arrangement is a Standard Agreement between Eurex Clearing AG and the Clearing Member pursuant to the Individual Clearing Model Provisions).

Covered Transactions, Segregated Margin, Segregated Variation Margin, Redelivery Claims and any other rights and obligations under such Standard Agreement relating to such ICM Client will be separate from those Covered Transactions, Segregated Margin, Segregated Variation Margin and Redelivery Claims or Non-Covered Transactions, Margin, Variation Margin and Redelivery Claims as well as other rights and obligations under any other Standard Agreement established under any other Clearing Agreement pursuant to the Clearing Conditions.

References in these Individual Clearing Model Provisions to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member or references to the Difference Claim between Eurex Clearing AG and the Clearing Member shall be construed solely by reference to the ICM Clearing Agreement and a certain ICM Client (and shall therefore exclude the relevant Standard Agreements and Difference Claims under any other ICM Clearing Agreement as well as the relevant Standard Agreements and Difference Claims pursuant to the Elementary Clearing Model Provisions, the relevant Standard Agreements and Difference Claims pursuant to the ~~ICM for Specified Clients-ISA~~ Provisions and the relevant Basic Clearing Member Standard Agreements and Difference Claims under the Basic Clearing Member Provisions).

2.1.3 All Covered Transactions and all Redelivery Claims between Eurex Clearing AG and the Clearing Member arising pursuant to the Individual Clearing Model Provisions under the relevant Standard Agreement, together the "**Covered Claims**", form a single agreement between the parties to the relevant Standard Agreement and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to provisions in this Chapter I on the termination of individual Covered Transactions) can be terminated only in its entirety.

2.2 General principles applicable to the settlement of Covered Transactions and any Delivery and Redelivery of Segregated Margin or Segregated Variation Margin

2.2.1 Each party to the relevant Standard Agreement shall be obliged to fulfil any payment or delivery obligations under Covered Transactions or obligations to deliver or redeliver cover in respect of either the Segregated Margin or the Segregated Variation Margin under the relevant Standard Agreement by transferring to the transferee all right, title and interest in and to the concerned assets or Eligible Margin Assets, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, howsoever arising, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. The value of such assets shall, as of the date the

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transfer is effected, be at least equal to the value at that date of the concerned payment or delivery obligation.

In the case of a transfer of Eligible Margin Assets in the form of Securities by the Clearing Member to Eurex Clearing AG, the Clearing Member shall (i) if such transfer is made through ~~the Securities Margin Account~~ [accounts with Clearstream Banking AG](#), instruct Clearstream Banking AG in a timely manner to transfer the relevant Securities to the Securities Margin Account [with Clearstream Banking AG](#) or to have them labelled in Xemac- and authorizes Clearstream Banking AG to inform Eurex Clearing AG of such transfer and (ii) if such transfer is made through accounts with Clearstream Banking S.A., instruct Clearstream Banking S.A. in a timely manner to transfer the relevant Securities to the ~~relevant securities account~~ [accounts](#) of Eurex Clearing AG with Clearstream Banking S.A. (each account notified by Eurex Clearing AG to the Clearing Member for such purposes from time to time, a “**Eurex Clearing Securities Margin Account**”).

2.2.2 The purpose of the Segregated Margin and Segregated Variation Margin actually delivered under the relevant Standard Agreement shall be to collateralise all claims (whether present, future, actual, contingent or prospective) of the relevant margin taker arising under the Covered Transactions entered into between the parties to such Standard Agreement.

2.2.3 The actual payment or delivery of Eligible Margin Assets in respect of Segregated Margin or Segregated Variation Margin gives rise to a corresponding contractual claim of the margin provider against the margin taker for repayment or redelivery, as the case may be, of equivalent assets in the same amount or the same number as such Eligible Margin Assets actually delivered (or increases an already existing repayment or redelivery claim; each such claim shall be referred to as a “**Redelivery Claim**”), subject to, in the case of a Direct Segregated Margin Transfer, Number 16.1.8. In the case of Segregated Margin, only the Clearing Member and the ICM Client, respectively and if applicable, may be the creditor of the relevant Redelivery Claim and in the case of Segregated Variation Margin, either party to the relevant Standard Agreement may be the creditor of the relevant Redelivery Claim.

For the purpose of the relevant Redelivery Claim, the term “**equivalent**” means assets of the same type, currency, description, nominal value and amount as such Eligible Margin Assets (including, in the case of debt securities, the sum of money or assets equivalent to any redemption or other proceeds therefrom) actually delivered in respect of the Segregated Margin or the Segregated Variation Margin.

References in these Individual Clearing Model Provisions to Redelivery Claims shall be construed so as to exclude any Redelivery Claim pursuant to the Elementary Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions and the Basic Clearing Member Provisions.

A Redelivery Claim will become due with respect to the Segregated Margin (i) upon receipt of a respective declaration from the margin provider by Eurex Clearing AG prior to the then applicable cut-off time of any Business Day, as specified by Eurex Clearing AG on its website www.eurexclearing.com (A) ~~for~~ [with respect to](#) Securities credited to the

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relevant Securities Margin Account, ~~with respect to~~ Clearstream Banking AG, (B) ~~for~~ with respect to Securities credited to the relevant Eurex Clearing Securities Margin Account, ~~with respect to~~ Clearstream Banking S.A., or (C) for cash with respect to the relevant currency, as applicable, and if and to the extent the relevant applicable Default Margin Requirement is below the aggregate value of all Eligible Margin Assets actually delivered in respect of the Segregated Margin or (ii) in accordance with Number 5.3.5 and with respect to the Segregated Variation Margin in accordance with Number 6, in each case provided that no Termination Date has occurred.

- 2.2.4 Subject to Number 3.2.2 Paragraph (2) and (3) of the General Clearing Provisions, the term “**actually delivered**” when used in the Individual Clearing Model Provisions means (i) the actual credit of an Eligible Margin Asset to a cash account designated by the Clearing Member or a securities account designated by the Clearing Member, which in the case of Eurex Clearing AG shall be the relevant Eurex Clearing AG cash account and either the relevant Securities Margin Account or the relevant Eurex Clearing Securities Margin Account (as applicable) or, as the case may be, the actual entry on the Segregated Internal Margin Account pursuant to Number 5.3.3, or in the case of a delivery of an Eligible Margin Asset in the form of Securities pursuant to Number 5.5, the effectiveness of the title transfer in Xemac, or otherwise (ii) in the event of a set-off pursuant to Number 1.3 of the General Clearing Provisions, the legal effectiveness of such set-off. The term “**actual delivery**” shall be interpreted accordingly.

Where reference is made in the Individual Clearing Model Provisions to the “**aggregate value**” of Eligible Margin Assets in connection with the assessment of compliance with the Default Margin Requirement or an obligation to deliver or redeliver cover in respect of the Segregated Margin or the Segregated Variation Margin, the aggregate value will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

- 2.2.5 The relevant Redelivery Claim is discharged by Eurex Clearing AG (a) if the relevant Securities have been credited to a securities account of the Clearing Member or to a securities account of a depository, a settlement institution or a custodian designated by the Clearing Member at a deposit bank or a central securities depository; or (b) if the relevant cash amount has been credited to the relevant account of the relevant Clearing Member or to an account of a correspondent bank designated by the Clearing Member. Such discharge shall occur irrespective of any booking or forwarding errors of the depository, the settlement institution, the custodian, the deposit bank, the central securities depository or the correspondent bank.

3 Conclusion of Covered Transactions

Covered Transactions between Eurex Clearing AG and the relevant Clearing Member shall be concluded pursuant to Number 1.2.2 of the General Clearing Provisions.

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4 Internal Accounts of Eurex Clearing AG and the Clearing Member

4.1 Internal Accounts of Eurex Clearing AG

In addition to the internal accounts set out in Number 4 of the General Clearing Provisions, Eurex Clearing AG shall establish and maintain with respect to the Clearing Member the following internal accounts with respect to the relevant Standard Agreement:

4.1.1 ICM Transaction Accounts

(1) Subject to the Special Clearing Provisions and upon the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG), Eurex Clearing AG opens and maintains with respect to each Clearing Member the following transaction accounts (in addition to the Transaction Accounts established pursuant to Number 4.2.1 of the General Clearing Provisions) on which Covered Transactions of the Clearing Member shall be booked:

- (i) one or more additional **NCM/RC-DC** Own Accounts;
- (ii) one or more additional NOSA Indirect Client Accounts (relating to customer-related transactions of the relevant ICM Client for more than one of its Indirect Clients); and
- (iii) one or more GOSA Indirect Client Accounts (in each case relating to customer-related transactions of the relevant ICM Client with respect to one particular of its Indirect Clients).

Each transaction account established with respect to the relevant Standard Agreement pursuant to (i), (ii) or (iii) above as well as each transaction account with respect to transactions of the relevant ICM Client that is established pursuant to Number 4.2.1 of the General Clearing Provisions in respect of such Standard Agreement shall be an "**ICM Transaction Account**".

GOSA Indirect Client Accounts are only available for Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivative Transactions pursuant to Chapter VIII Part 2.

(2) The Clearing Member shall ensure that each instruction to book Covered Transactions to a certain ICM Transaction Account only relates to Covered Transactions to be booked on such ICM Transaction Account. Eurex Clearing AG may rely on, and is not obliged to verify the contents of, any such instruction from the Clearing Member.

4.1.2 Internal Cash Account

With respect to each currency accepted by Eurex Clearing AG an internal cash account (or in case the Sub Pool Provisions apply, a separate internal cash account in relation to each Sub Pool) (i) for the settlement of claims arising from Covered Transactions other than Settlement Claims, into which all daily settlement payments, option premiums and

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other cash payment obligations arising under the Covered Transactions shall be booked and (ii) for Settlement Claims.

The daily balance of each internal cash account (after taking into account the set-offs pursuant to Clearing Conditions) shall be debited or credited, as the case may be, to the respective Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in such account as Segregated Margin or Segregated Variation Margin.

4.1.3 Internal Margin Account

An internal margin account (or in case the Sub Pool Provisions apply, a separate internal margin account in relation to each Sub Pool) for the Clearing Member in which all daily credits and debits of Eligible Margin Assets pursuant to the Individual Clearing Model Provisions will be recorded (each a "**Segregated Internal Margin Account**"). The Eligible Margin Assets recorded on a Segregated Internal Margin Account shall be deemed allocated pro rata to each of the related Client Transaction Accounts up to an amount equal to the related Margin Requirement for each such Client Transaction Account. Such deemed allocation shall have not effect on the rights and/or obligations of Eurex Clearing AG.

4.1.4 Separate Accounting for Funds

Eurex Clearing AG will separately account for the relevant positions and the relevant margin collateral provided under Covered Transactions entered into in relation to each Relevant Fund and each Relevant Fund Segment.

4.1.5 Use of Sub Pools

The Clearing Member may request Eurex Clearing AG (in the form requested by Eurex Clearing AG) to maintain separate operational sub pools (each a "**Sub Pool**"). If Sub Pools shall be established, each ICM Transaction Account must be assigned to a particular Sub Pool. ~~Each Sub Pool shall~~

~~(i) relate to one or more Transaction Types and/or~~

~~(ii) either comprise (a) NCM/RC Own Accounts only or (b) Indirect Client Accounts only.~~

If Eurex Clearing AG accepts such request, the provisions for the operational handling of Sub Pools set out in this Part 3 ("**Sub Pool Provisions**") shall apply with respect to each of the relevant Sub Pools.

Each Sub Pool shall operationally be treated separately from any other Sub Pool, subject to and in accordance with the Sub Pool Provisions. The usage of Sub Pools will in particular, without limitation, neither result in additional Standard Agreements, separate Difference Claims nor Relevant Difference Claims.

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In case the Sub Pool Provisions apply, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG, that

- (a) it has informed the ICM Client of its election to use Sub Pools in connection with the Clearing and of any potential adverse economic effects that usage of Sub Pools may have for that ICM Client in comparison to the Clearing of Covered Transactions without use of Sub Pools; and
- (b) the ICM Client is willing to bear the potential economic risks and adverse effects which are related to a usage of Sub Pools ~~pursuant to Number 4.1.5 (i)~~, in particular, without limitation, in terms of potentially higher Default Margin Requirements and Default Fund Contribution requirements resulting from the operational treatment associated with the usage of Sub Pools.

4.2 Internal Accounts of the Clearing Member

The Clearing Member shall establish an internal accounting with respect to the Individual Clearing Model Provisions to record in relation to Eurex Clearing AG and the relevant ICM Client

- (i) all Covered Transactions,
- (ii) all payments and deliveries under Covered Transactions,
- (iii) all Segregated Margin and Segregated Variation Margin actually delivered and
- (iv) all Redelivery Claims.

In case the Sub Pool Provisions apply, the Clearing Member shall also reflect the Sub Pools in its internal accounting.

The Clearing Member will furthermore separately account for the relevant positions and the relevant margin collateral provided under Covered Transactions entered into in relation to each Relevant Fund and each Relevant Fund Segment, if applicable.

4.3 Methods of assigning transfers of Eligible Margin Assets to a Standard Agreement

The Clearing Member shall establish and provide to Eurex Clearing AG a specific customer identifier with respect to the ICM Client and, in case the Sub Pool Provisions apply, the customer identifier shall include an identifier of the relevant Sub Pool. Any transfer of Eligible Margin Assets to Eurex Clearing AG in respect of Segregated Margin or Segregated Variation Margin shall clearly refer to the applicable customer identifier.

5 Segregated Margin

The Margin Requirement applicable to the Clearing Member pursuant to this Number 5 shall be in addition to any other margin requirement of the Clearing Member or Basic Clearing Member vis-à-vis Eurex Clearing AG under the Elementary Clearing Model

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Provisions, the ~~ICM for Specified Clients~~ ISA Provisions or the Basic Clearing Member Provisions.

5.1 General obligation to provide Segregated Margin and transfer of Securities to the Securities Margin Account or the Eurex Clearing Securities Margin Account

5.1.1 The Clearing Member is required to transfer margin to Eurex Clearing AG for all Covered Transactions in such amounts, in such forms and at such times as are required pursuant to this Number 5 and the Special Clearing Provisions (the “**Segregated Margin**”).

5.1.2 To provide Eligible Margin Assets in the form of Securities to Eurex Clearing AG on the Securities Margin Account [with Clearstream Banking AG](#) other than pursuant to Number 5.5, the Clearing Member shall instruct Clearstream Banking AG to (i) transfer all right, title and interest in and to the Securities to Eurex Clearing AG by crediting such Securities to the Securities Margin Account of the Clearing Member for the benefit of Eurex Clearing AG and (ii) apply the customer identifier of the relevant ICM Client in accordance with Number 4.3 (a “**CBF Instruction**”).

5.1.3 In the case of a transfer of Securities in form of co-ownership interests, the Clearing Member makes an offer to transfer the relevant Securities to Eurex Clearing AG by means of the CBF Instruction. Eurex Clearing AG hereby accepts any such offer in advance subject to the credit of such Securities to the Securities Margin Account [with Clearstream Banking AG](#). Section 151 BGB applies.

Possession passes by means of constituting a bailment (*Begründung eines Besitzmittlungsverhältnisses*) between Clearstream Banking AG and Eurex Clearing AG and by modification of the bailment intention (*Besitzmittlungswillen*) of Clearstream Banking AG regarding the fractions to be transferred. The transfer of possession is completed when based on the Clearing Member’s Instruction a debit entry is posted into the Clearing Member’s custody account and a credit entry is posted in the Securities Margin Account of the Clearing Member [with Clearstream Banking AG](#).

5.1.4 In the case of a transfer of Securities in form of German book-entry securities, the Clearing Member makes an offer to transfer by assigning its corresponding claim for surrender (*Herausgabeanspruch*) against Clearstream Banking AG relating to such German book-entry Securities to Eurex Clearing AG by means of the CBF Instruction. Eurex Clearing AG hereby accepts any such offer to assign in advance subject to the credit of the relevant book-entry securities to the Securities Margin Account [with Clearstream Banking AG](#). Section 151 BGB applies.

The parties to the ICM Clearing Agreement acknowledge that, with the completion of the credit on the Securities Margin Account [with Clearstream Banking AG](#), Clearstream Banking AG accepts by way of abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) the claim for surrender vis-à-vis Eurex Clearing AG.

5.1.5 To provide Eligible Margin Assets in the form of Securities to Eurex Clearing AG to the relevant Eurex Clearing Securities Margin Account [with Clearstream Banking S.A.](#), the Clearing Member shall instruct Clearstream Banking S.A. to (i) transfer all right, title and

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interest in and to the Securities to Eurex Clearing AG by crediting such Securities to such Eurex Clearing Securities Margin Account and (ii) apply the customer identifier of the relevant ICM Client in accordance with Number 4.3 (a “**CBL Instruction**”). In the case of any such transfers of Securities to a Eurex Clearing Securities Margin Account, the Clearing Member makes an offer to transfer the relevant Securities to Eurex Clearing AG by means of the CBL Instruction. Eurex Clearing AG hereby accepts any such offer in advance subject to the credit of such Securities to the relevant Eurex Clearing Securities Margin Account. ~~Section 151 BGB applies.~~

5.2 Margin Requirement

- 5.2.1 The amount of Eligible Margin Assets to be delivered as cover in respect of Segregated Margin by the Clearing Member shall be determined in accordance with Number 3.1 of the General Clearing Provisions and this Number 5.2 (each a “**Default Margin Requirement**”) and will be notified by Eurex Clearing AG to the Clearing Member.
- 5.2.2 Eurex Clearing AG will determine separate ~~net~~-margin requirements in accordance with Number 3.1 of the General Clearing Provisions with respect to each ICM Transaction Account of the Clearing Member, except that the relevant ~~net~~-margin requirement with respect to own transactions of the ICM Client shall be calculated across all ~~NCM/RC-DC~~ Own Accounts of such ICM Client that are ICM Transaction Accounts. Eurex Clearing AG will calculate the Default Margin Requirement of the Clearing Member as the sum of such ~~net~~-margin requirements per Segregated Internal Margin Account.

5.3 Margin Call

- 5.3.1 If Eurex Clearing AG at any time on any Business Day determines that the aggregate value of the Segregated Margin actually delivered (in case the Sub Pool Provisions apply in relation to a particular Sub Pool) is insufficient to meet the Default Margin Requirement (in case the Sub Pool Provisions apply, in relation to the relevant Sub Pool), Eurex Clearing AG will require the Clearing Member to deliver (additional) Eligible Margin Assets in an amount up to the Default Margin Requirement (in case the Sub Pool Provisions apply, in relation to the relevant Sub Pool) by the time specified by Eurex Clearing AG.
- For the avoidance of doubt, in case the Sub Pool Provisions apply, Segregated Margin actually delivered in relation to a particular Sub Pool will not be taken into account by Eurex Clearing AG when determining whether sufficient Segregated Margin has actually been delivered with respect to any other Sub Pool.
- 5.3.2 The Clearing Member may provide Eligible Margin Assets to Eurex Clearing AG in excess of the relevant Default Margin Requirement (the “**Excess Margin**”). Any Excess Margin actually delivered shall form part of the Segregated Margin and shall be subject to a Redelivery Claim which becomes due upon request by the Clearing Member.
- 5.3.3 If a Clearing Member elects to deliver (additional) Eligible Margin Assets in the form of cash pursuant to Number 3.3.2 of the General Clearing Provisions with respect to a Margin Call relating to Segregated Margin, then:

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- (i) Eurex Clearing AG shall make the relevant debit entry in the Internal Proprietary Margin Account and the respective credit entry in the Segregated Internal Margin Account with such cash credit being allocated to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member pursuant to these Individual Clearing Model Provisions; and
- (ii) the aggregate value of Proprietary Margin actually delivered and the redelivery claim under the Proprietary Standard Agreement shall be reduced accordingly upon Eurex Clearing AG having made the corresponding records (which Eurex Clearing AG shall do without undue delay) in the Segregated Internal Margin Account pursuant to Number 4.1.3 and the Internal Proprietary Margin Account pursuant to Subpart A Number 3 of the Elementary Clearing Model Provisions.

In case the Sub Pool Provisions apply, Eurex Clearing AG will process the booking of cash credits between Segregated Internal Margin Accounts with respect to Sub Pools relating to the same Standard Agreement upon request of the Clearing Member.

- 5.3.4 Non-compliance with the relevant Default Margin Requirement by the Clearing Member shall constitute a Termination Event pursuant to Number 7.2.1 Paragraph (1) of the General Clearing Provisions unless such non-compliance has been remedied by the Clearing Member by the time the Termination would occur.
- 5.3.5 The Clearing Member may at any time request from Eurex Clearing AG the redelivery of assets equivalent to Eligible Margin Assets actually delivered in respect of the Segregated Margin if the aggregate value of all Eligible Margin Assets actually delivered in respect of the Segregated Margin exceeds the relevant Default Margin Requirement applicable at the time of such request. If the Sub Pool Provisions apply, the Clearing Member may not request such a redelivery, if any Default Margin Requirement for any Sub Pool is not fully satisfied. The Clearing Member may select – in accordance with any agreement between the Clearing Member and the ICM Client, if applicable – which Eligible Margin Assets credited to a Segregated Internal Margin Account pursuant to Number 4.1.3 shall be redelivered; Eurex Clearing AG will not and shall not be obliged to check whether there is, and whether the Clearing Member complies with, any such agreement.

5.4 Direct Debit

To the extent Eligible Margin Assets have not yet been delivered by the Clearing Member with respect to a Margin Call pursuant to Number 5.3.1, Eurex Clearing AG shall be entitled to (and without having an obligation towards the Clearing Member to do so, will on or around the time specified) directly debit the Clearing Member Cash Account in an amount equal to the requested amount of Eligible Margin Assets in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions. Any such direct debit shall constitute fulfilment of the relevant Margin Call relating to the relevant Standard Agreement, and, in case the Sub Pool Provisions apply, in relation to the relevant Sub Pool (and consequentially such direct debit will increase the Redelivery Claim).

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5.5 Xemac

The Clearing Member may provide Eligible Margin Assets or may have Eligible Margin Assets provided in the form of Securities by way of full title transfer in accordance with Number 2.2.1 by using ~~the Collateral Management System Xemac (“XEMAC”) of Clearstream Banking AG~~ on the basis of the applicable provisions of the ~~Special Conditions for Collateral Management (“SC XEMAC”)~~ [SC Xemac](#). Hereby, the title transfer is being effected by a respective labelling of the Securities in the system (“appropriation”) and modification of the bailment intention (*Besitzmittlungswille*) by Clearstream Banking AG in favour of Eurex Clearing AG (“Earmarking”). Number 5.1.3 applies accordingly.

6 Segregated Variation Margin

6.1 General Obligation to provide Segregated Variation Margin

Each party to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for such Covered Transactions for which Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) and Chapter VIII Part 2 Number 2.1.7 Paragraph (3), Part 3 Number ~~3.1.6~~ [3.1.7](#) or Part 4 Number ~~4.1.6~~ [4.1.7](#), as applicable, apply in such amounts and at such times as are required pursuant to this Number 6. Any such cover provided or to be provided with respect to the relevant Standard Agreement is herein referred to as “**Segregated Variation Margin**”.

6.2 Segregated Variation Margin Requirement

Only Eligible Margin Assets in the form of cash shall be delivered as cover in respect of Segregated Variation Margin. The party to the relevant Standard Agreement obliged to provide Segregated Variation Margin (the “**Segregated Variation Margin Provider**”), to the other party to such Standard Agreement (the “**Segregated Variation Margin Taker**”), and the amount of Eligible Margin Assets in form of cash to be delivered as cover in respect of Segregated Variation Margin (the “**Segregated Variation Margin Requirement**”) shall be determined in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) and Chapter VIII Part 2 Number 2.1.7 Paragraph (3), Part 3 Number ~~3.1.6~~ [3.1.7](#) or Part 4 Number ~~4.1.6~~ [4.1.7](#), as applicable.

Numbers 5.2.2 and 5.2.3 apply *mutatis mutandis*.

6.3 Delivery of Segregated Variation Margin and Redelivery Claim

Segregated Variation Margin shall be delivered and/or returned on any Business Day in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.

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Eligible Margin Assets actually delivered in the form of cash in respect of the Segregated Variation Margin by the Segregated Variation Margin Provider will give rise to or increases a Redelivery Claim of such party against the Segregated Variation Margin Taker in accordance with Number 2.2.3. Any such Redelivery Claim (i) shall become due if and to the extent that on any subsequent Business Day a profit amount has been determined for the benefit of such Segregated Variation Margin Provider in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) and Chapter VIII Part 2 Number 2.1.7 Paragraph (3), Part 3 Number ~~3.1.6~~ 3.1.7 or Part 4 Number ~~4.1.6~~ 4.1.7, as applicable, (the applicable amount shall be the “**Redelivery Amount**”) and (ii) shall be decreased and fulfilled accordingly (subject to a minimum value of “**zero**”) if and to the extent equivalent Eligible Margin Assets in form of cash have been actually delivered to it by the Segregated Variation Margin Taker. For the avoidance of doubt, if the profit amount determined for the benefit of the Segregated Variation Margin Provider is higher than its Redelivery Claim as of such time, the payment of the excess amount by the other party constitutes itself a delivery of Segregated Variation Margin and the relevant party to the Standard Agreement being the Segregated Variation Margin Provider or the Segregated Variation Margin Taker shall change.

For the purpose of the Clearing Conditions, an actual delivery in respect of the Segregated Variation Margin resulting in a corresponding Redelivery Claims shall take place if upon conclusion of a Covered Transaction the terms and conditions of such Covered Transaction provide that due to a netting with an applicable initial consideration no actual payment in respect of the Segregated Variation Margin will occur.

7 Termination, Consequences of a Termination, Post Settlement and Re-Establishment

7.1 Suspension or Restriction of Clearing, Termination, and Re-Establishment after the occurrence of a Termination Date

Upon the occurrence of a Termination Event or Insolvency Termination Event with respect to the Clearing Member,

- (i) subject to Number 7.2, the Clearing of new Covered Transactions under the relevant Standard Agreement will be suspended (the “**Suspension**”) and
- (ii) subject to Part 1 Number 7.2.1, the existing Covered Transactions will be terminated (the “**Termination**”), and
- (iii) if a Termination occurred, either a termination payment (the “**Termination Payment**”) shall become payable or a re-establishment of transactions with a Replacement Clearing Member shall occur (the “**Re-Establishment**”))

as further set out in this Number 7 and Number 11.

Eurex Clearing AG shall notify the affected Clearing Member and all affected ~~Non-Clearing Members and Registered Customers~~ [ICM Clients](#) of such Clearing Member of

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the decision to suspend or limit the Clearing. Eurex Clearing AG shall specify in the notification a reasonable period of time during which such suspension or limitation shall apply.

7.2 Suspension or Restriction of Clearing after the occurrence of a Termination Event

7.2.1 If a Termination Event or any of the following events occurs with respect to a Clearing Member:

- (i) the existence of an unremedied breach by the Clearing Member of its Clearing Agreement with Eurex Clearing AG, except where such breach is minor, technical or administrative in nature in the reasonable opinion of Eurex Clearing AG;
- (ii) a determination is made by Eurex Clearing AG that limitation or suspension of Clearing is necessary for it to contain its exposure to the Clearing Member;
- (iii) the suspension or termination (other than a voluntary termination) of the Clearing Member's membership of another clearing house provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG's reasonable opinion, material to the management of its risk by Eurex Clearing AG, and that Eurex Clearing AG first consults or attempts to consult with the Clearing Member and the competent regulatory authorities;
- (iv) the commencement of Disciplinary Procedures as defined in Number 14 of the General Clearing Provisions against a Clearing Member; or
- (v) any other event in respect of the Clearing Member that could materially impact the ability of that Clearing Member to perform its obligations under the Clearing Conditions and the relevant Clearing Agreement,

then Eurex Clearing AG may (taking into account the interests of such Clearing Member and its clients and provided that such action constitutes a proportionate and reasonable action) one or more times suspend or limit the Clearing of new Covered Transactions under any or all of the Standard Agreements between Eurex Clearing AG and the Clearing Member. Eurex Clearing AG shall notify the affected Clearing Member and the ICM Client of such decision to suspend or limit such Clearing. Eurex Clearing AG shall specify a reasonable period of time during which such Suspension or limitation shall apply.

Furthermore, if Eurex Clearing AG so demands, the relevant Clearing Member shall, at the Clearing Member's own expense, provide such information and evidence as Eurex Clearing AG in its reasonable opinion may deem necessary, to conduct an appropriate investigation of the facts and circumstances relating to a Termination Event or any of the events listed above.

Upon the occurrence of a Termination Event or any of the events listed above and unless such Termination Event or other events have been remedied, the Clearing Member is – subject to any other limitations or restrictions of the Clearing pursuant to the Clearing Conditions – only entitled to enter any order or quotes into the systems of the Markets or

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clear new Transactions, as the case may be, if sufficient Segregated Margin and Segregated Variation Margin has been actually delivered to Eurex Clearing AG in advance.

Before limiting or suspending the Clearing of new Covered Transactions under this Number 7.2, and without limiting its rights under Number 7.2.1 of the General Clearing Provisions Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the relevant Clearing Member, further to which Eurex Clearing AG may in its absolute discretion agree a grace period within which the Clearing Member may remedy the event in question. For the avoidance of doubt, in case the relevant event constitutes an Alleged Breach (as defined in the Disciplinary Procedures Rules) Eurex Clearing AG may commence Disciplinary Procedures in respect of the Clearing Member subject to and in accordance with the Disciplinary Procedures Rules.

7.2.2 Upon the occurrence of a Termination with respect to a Clearing Member, the Clearing of new Covered Transactions under all relevant ICM Standard Agreements of such Clearing Member shall automatically be suspended.

7.3 Consequences of a Termination

If a Termination Date has occurred, the following provisions shall apply.

7.3.1 Termination of Covered Claims

Without prejudice to the following provisions of this Number 7.3, all current and future primary obligations (including payment and delivery obligations) of each party under the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member arising from Covered Claims shall expire (*auflösende Bedingung*) as of the Termination Time and shall no longer be required to be performed by the relevant obligor. Further all due but unsatisfied obligations to deliver Segregated Margin and Segregated Variation Margin under the Corresponding Standard Agreements shall expire (*auflösende Bedingung*) as of the Termination Time. The expiration affects all claims arising from Covered Transactions independently of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the Difference Claim, subject to and in accordance with Number 7.3 of the General Clearing Provisions.

7.3.2 Difference Claim

With regard to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member, the difference claim which was created by the signing of the relevant ICM Clearing Agreement shall become unconditional and immediately due in the Termination Currency from one party to the relevant Standard Agreement to the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Liquidation Price Approach (i) if no IP Election or Immediate Re-Establishment Election is made within the ICM Porting Election Period, (ii) if an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of

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the ICM Porting Period, or (iii) if an Immediate Re-Establishment Election is made within the ICM Porting Election Period but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period. If either (i) the Interim Participation Conditions or, as the case may be, (ii) the Immediate Re-Establishment Conditions are satisfied by the Opening Time, such difference claim shall become unconditional and immediately due in the Termination Currency from one party to the relevant Standard Agreement to the respective other party as of the Opening Time and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Exchange Price Approach. Each such claim shall be a **"Difference Claim"**.

Eurex Clearing AG shall notify the value of the Difference Claim determined by it to the Clearing Member and the ICM Client as soon as reasonably practicable and by no later than the end of the Business Day after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.

7.3.3 Payment of Difference Claim

- (1) Unless either (i) an IP Election is made within the ICM Porting Election Period and the Interim Participation Conditions are satisfied by the expiry of the ICM Porting Period or (ii) an Immediate Re-Establishment Election is made within the ICM Porting Election Period and the Immediate Re-Establishment Conditions are satisfied by the expiry of the ICM Porting Period, such party to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member which is the obligor of the Difference Claim shall be obliged to pay the determined amount of the Difference Claim to the other party as soon as reasonably practicable following the notification by the determining party of the payable amount. If Eurex Clearing AG is the debtor of the Difference Claim, Eurex Clearing AG may on demand of the creditor of the Difference Claim discharge the Difference Claim in whole or in part by delivering Securities that have been delivered to Eurex Clearing AG as Margin under the relevant Standard Agreement; the Securities so delivered shall be taken into account with respect to the Difference Claim at the price which has been applied for the Redelivery Claim with respect to such Securities in calculating the Difference Claim.
- (2) The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate applicable to the currency of the Difference Claim.
- (3) Eurex Clearing AG is entitled to set-off the Difference Claim it may have against the Clearing Member pursuant to these Individual Clearing Model Provisions against any Difference Claim it owes to the Clearing Member in relation to the Proprietary Standard Agreement.

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7.4 Post Settlement

Following the Termination Date and prior to the end of the Last Valuation Date or the Opening Time, as the case may be, payment and delivery claims arising under Covered Transactions which were due and enforceable but unsettled at the Termination Date or will become due and enforceable prior to the end of the Last Valuation Date or the Opening Time, as the case may be, and for which a binding valid and irrevocable settlement has occurred between the Clearing Member and Eurex Clearing AG shall for the purpose of the Difference Claim be disregarded and deemed to have been settled (the “**Post Settlement**”).

8 Creation of Security Interests

By signing the ICM Clearing Agreement, the Clearing Member creates the following security interests for the benefit of Eurex Clearing AG or the ICM Client unless Eurex Clearing AG, **Eurex Clearing Security Trustee GmbH** as security trustee (the “**Security Trustee**”) and the Clearing Member have entered into a Security Trust Agreement in the form appended to the Clearing Conditions as Appendix 8 (the “**Security Trust Agreement**”) in which case this Number 8 shall not apply and the creation of security interests and their enforcement shall be subject to the Clearing Conditions as modified by the Security Trust Agreement.

8.1 Pledges

8.1.1 Pledge by the Clearing Member to Eurex Clearing AG

- (1) The Clearing Member pledges (*verpfändet*) to Eurex Clearing AG its Relevant Difference Claim against the ICM Client.
- (2) Eurex Clearing AG accepts the pledge granted pursuant to this Number 8.1.1 Paragraph (1).
- (3) The pledge granted pursuant to this Number 8.1.1 shall secure all of Eurex Clearing AG’s present and future Covered Claims, as defined [in](#) Number 8.1.3, and the Difference Claim, as defined in Number 7.3.2, against the Clearing Member under the relevant Standard Agreement (together “**Eurex Clearing AG’s Secured Claims**”).
- (4) The Clearing Member notifies the ICM Client of the pledge granted pursuant to this Number 8.1.1. The ICM Client confirms receipt of such notification. As a consequence of the pledge, the Clearing Member shall no longer be entitled to deal with, dispose of, encumber or receive the proceeds of the Relevant Difference Claim otherwise than in accordance with the Clearing Conditions.
- (5) The pledge will become enforceable (*Pfandreife*) upon the occurrence of a Termination Date at the following points in time:
 - (i) at the end of the Last Valuation Date in each of the following cases: (a) no IP Election or Immediate Re-Establishment Election is made within the ICM

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Porting Election Period, (b) an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, or (c) an Immediate Re-Establishment Election is made within the ICM Porting Election Time but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period; or

- (ii) at the Opening Time in case either (a) the Interim Participation Conditions or, as the case may be, (b) the Immediate Re-Establishment Conditions are satisfied by the Opening Time.

(6) Waiver:

- (i) The Clearing Member expressly waives its defence pursuant to Sections 1211, 770 Paragraph 1 BGB that any of Eurex Clearing AG's Secured Claims against the Clearing Member may be avoided (*Anfechtung*).
- (ii) The Clearing Member expressly waives its defence pursuant to Section 1211, 770 Paragraph 2 BGB that Eurex Clearing AG may satisfy or discharge any of Eurex Clearing AG's Secured Claims against the Clearing Member by way of set-off (*Aufrechnung*).
- (iii) To the extent legally possible, the Clearing Member expressly waives its defences pursuant to Section 1211 Paragraph 1 Sentence 1 Alternative 1 BGB that the principal debtor of any of Eurex Clearing AG's Secured Claims against the Clearing Member has a defence against any such Eurex Clearing AG's Secured Claims (*Einreden des Hauptschuldners*).

- (7) Unless the Interim Participation pursuant to and in accordance with Number 11 becomes effective, Eurex Clearing AG shall enforce its pledge pursuant to Paragraph (1) against the ICM Client only after the full realisation of all Contributions of all Clearing Members to the Default Fund in accordance with the order of priority set out in Number 6.2 of the General Clearing Provisions.

8.1.2 Pledge by the Clearing Member to the ICM Client

- (1) The Clearing Member pledges (*verpfändet*) to the ICM Client its Difference Claim, as defined in Number 7.3.2, against Eurex Clearing AG under the relevant Standard Agreement.
- (2) The ICM Client accepts the pledge granted pursuant to this Number 8.1.2 Paragraph (1).
- (3) The pledge granted pursuant to this Number 8.1.2 shall secure all of the ICM Client's present and future (i) payment and delivery claims under the Relevant Transactions and all Relevant Redelivery Claims, (ii) the Relevant Difference Claims and (iii) the Shortfall Claim, as defined in Number 10.1, against the Clearing Member (the "**ICM Client's Secured Claims**").

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- (4) The Clearing Member notifies Eurex Clearing AG of the pledge granted pursuant to this Number 8.1.2. Eurex Clearing AG confirms receipt of such notification. As a consequence of the pledge, the Clearing Member shall no longer be entitled to deal with, dispose of, encumber or receive the proceeds of its Difference Claim otherwise than in accordance with the Clearing Conditions.
- (5) Subject to Paragraph (7), the pledge will become enforceable (*Pfandreife*) upon the occurrence of a Termination Date:
- (i) at the end of the Last Valuation Date in each of the following cases: (a) no IP Election or Immediate Re-Establishment Election is made within the ICM Porting Election Period, (b) an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, or (c) an Immediate Re-Establishment Election is made within the ICM Porting Election Period but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period; or
 - (ii) at the Opening Time in case either (a) the Interim Participation Conditions or, as the case may be, (b) the Immediate Re-Establishment Conditions are satisfied by the Opening Time.
- (6) Waiver:
- (i) The Clearing Member expressly waives its defence pursuant to Sections 1211, 770 Paragraph 1 BGB that any of the ICM Client's Secured Claims against the Clearing Member may be avoided (*Anfechtung*).
 - (ii) The Clearing Member expressly waives its defence pursuant to Section 1211, 770 Paragraph 2 BGB that the ICM Client may satisfy or discharge any of the ICM Client's Secured Claims against the Clearing Member by way of set-off (*Aufrechnung*).
 - (iii) To the extent legally possible, the Clearing Member expressly waives its defences pursuant to Section 1211 Paragraph 1 Sentence 1 Alternative 1 BGB that the principal debtor of any of the ICM Client's Secured Claims against the Clearing Member has a defence against any such ICM Client's Secured Claim (*Einreden des Hauptschuldners*).
- (7) If the Affected Clearing Member is domiciled outside the EU and an additional legal act (including but not limited to a decision or approval by a regulator, public authority, court or insolvency administrator) is necessary or expedient to give full effect to the pledge under the laws of the jurisdiction applicable to the Affected Clearing Member, the pledge will only become enforceable (*Pfandreife*) after such act has become effective.

If no such act has been taken within one month after the Termination Date, Eurex Clearing AG shall be entitled to discharge the Difference Claim owed by it by

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payment to the Affected Clearing Member for the account of the ICM Client. Number 7.3.3 shall apply accordingly.

8.2 Assignments for Security Purposes

8.2.1 Assignment by Clearing Member to Eurex Clearing AG

- (1) Upon the occurrence of the events specified in Paragraph (3), the Clearing Member assigns to Eurex Clearing AG its Relevant Difference Claim against the ICM Client to secure all of the present and future Eurex Clearing AG's Secured Claims against the Clearing Member (*Sicherungsabtretung*), subject to Paragraph (3),
- (2) Eurex Clearing AG accepts the assignment pursuant to this Number 8.2.1 Paragraph (1).
- (3) The Relevant Difference Claim which is subject to the assignment for security purposes will be transferred to Eurex Clearing AG immediately (and without any further actions being required on the part of the Clearing Member) upon the pledge coming into existence in accordance with this Number ~~8.1.1~~ 8.2.1 and the assignment for security purposes is subject to the condition precedent (*aufschiebende Bedingung*) that a Termination has occurred and the applicable Termination Event either (a) prevents Eurex Clearing AG's Difference Claim against the Clearing Member from becoming due (*fällig*) or (b) renders it temporarily legally impossible (*vorübergehend unmöglich*) for the Clearing Member to perform Eurex Clearing AG's Difference Claim.
- (4) Upon the occurrence of a Termination Date, the ICM Client shall not be entitled to make any payment on the Relevant Difference Claim towards the Clearing Member unless Eurex Clearing AG has explicitly confirmed that the Eurex Clearing AG's Secured Claims against the Clearing Member have been fully satisfied and no further security purpose exists.
- (5) Upon the occurrence of the events specified in Paragraph (7), Eurex Clearing AG re-assigns to the Clearing Member the Relevant Difference Claim assigned to it in accordance with Paragraph (3). This shall not apply if the Interim Participation Conditions in accordance with Number 11.1.2 are satisfied in respect of the ICM Client and the assignments pursuant to Number 11.1.8 have been made.
- (6) The Clearing Member accepts the re-assignment pursuant to Paragraph (5).
- (7) The assigned Relevant Difference Claim will be re-assigned to the Clearing Member upon Eurex Clearing AG's Difference Claim against the Clearing Member subsequently becoming due (*fällig*) and, if applicable, no longer being temporarily legally impossible (*vorübergehend unmöglich*) to perform and without any further actions being required on the part of Eurex Clearing AG.
- (8) The Clearing Member notifies the ICM Client of the assignments pursuant to this Number 8.2.1. The ICM Client confirms the receipt of the notification.

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- (9) The assignments pursuant to this Number 8.2.1 above shall in no way affect the pledges described in this Number ~~8.1.1~~8.2.1 or the assigned claims as such.
- (10) Eurex Clearing AG may enforce the relevant assigned claim upon the occurrence of a Termination Date:
- (i) at the end of the Last Valuation Date in each of the following cases: (a) no IP Election or Immediate Re-Establishment Election is made within the ICM Porting Election Period, (b) an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, or (c) an Immediate Re-Establishment Election is made within the ICM Porting Election Period but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period; or
 - (ii) at the Opening Time in case either (a) the Interim Participation Conditions or, as the case may be, (b) the Immediate Re-Establishment Conditions are satisfied by the Opening Time.

Any enforcement of the relevant assigned claim does not require that the secured claim is due and payable.

8.2.2 Assignment by Clearing Member to ICM Client

- (1) Upon the occurrence of the events specified in Paragraph (3), the Clearing Member assigns to the ICM Client its Difference Claim, as defined in Number 7.3.2, against Eurex Clearing AG under the relevant Standard Agreement to secure all of the present and future ICM Client's Secured Claims against the Clearing Member (*Sicherungsabtretung*), subject to Paragraph (3).
- (2) The ICM Client accepts the assignment pursuant to this Number 8.2.2 Paragraph (1).
- (3) The Difference Claim which is subject to the assignment for security purposes will be transferred to the ICM Client immediately (and without any further actions being required on the part of the Clearing Member) upon the pledge coming into existence in accordance with Number 8.1.2 and the assignment for security purposes is subject to the condition precedent (*aufschiebende Bedingung*) that a Termination has occurred and the applicable Termination Event either (a) prevents the ICM Client's Relevant Difference Claim against the Clearing Member from becoming due (*fällig*) or (b) renders it temporarily legally impossible (*vorübergehend unmöglich*) for the Clearing Member to perform ICM Client's Relevant Difference Claim.
- (4) Upon the occurrence of a Termination Date, Eurex Clearing AG shall not be entitled to make any payment on the Difference Claim towards the Clearing Member unless the ICM Client has explicitly confirmed that the ICM Client's Secured Claims against the Clearing Member have been fully satisfied and no further security purpose exists.

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- (5) Upon the occurrence of the events specified in Paragraph (7), the ICM Client re-assigns to the Clearing Member the Difference Claim assigned to it in accordance with Paragraph (3). This shall not apply if the Interim Participation Conditions in accordance with Number 11.1.2 are satisfied in respect of the ~~Clearing-Member/Registered Customer~~ ICM Client and the assignments pursuant to Number 11.1.8 have been made.
- (6) The Clearing Member accepts the reassignment pursuant to Paragraph (5).
- (7) The assigned Difference Claim will be re-assigned to the Clearing Member upon the ICM Client's Relevant Difference Claim against the Clearing Member subsequently becoming due (*fällig*) and, if applicable, no longer temporarily legally impossible (*vorübergehend unmöglich*) to perform and without any further actions being required on the part of Eurex Clearing AG.
- (8) The Clearing Member notifies Eurex Clearing AG of the assignment pursuant to this Number 8.2.2. Eurex Clearing AG confirms the receipt of the notification.
- (9) The assignments pursuant to this Number 8.2.2 above shall in no way affect the pledges described in Number 8.1.2 or the assigned claims as such.
- (10) Subject to Paragraph (11), the ICM Client may enforce the relevant assigned claim upon the occurrence of a Termination Date:
- (i) at the end of the Last Valuation Date in each of the following cases: (a) no IP Election or Immediate Re-Establishment Election is made within the ICM Porting Election Period, (b) an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, or (c) an Immediate Re-Establishment Election is made within the ICM Porting Election Period but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period; or
 - (ii) at the Opening Time in case either (a) the Interim Participation Conditions or, as the case may be, (b) the Immediate Re-Establishment Conditions are satisfied by the Opening Time.

Any enforcement of the relevant assigned claim does not require that the secured claim is due and payable.

- (11) If the Affected Clearing Member is domiciled outside the EU and an additional legal act (including but not limited to a decision or approval by a regulator, public authority, court or insolvency administrator) is necessary to give full effect to the assignment for security purposes under the laws of the jurisdiction applicable to the Affected Clearing Member, the ICM Client may only enforce the assigned claim after such act has become effective.

If no such act has been taken within one month after the Termination Date, Eurex Clearing AG shall be entitled to discharge the Difference Claim owed by it by

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payment to the Affected Clearing Member for the account of the ICM Client. Number 7.3.3 shall apply accordingly.

8.3 Creation of Security Interest pursuant to the Security Trust Agreement

If Eurex Clearing AG, the Security Trustee and the Clearing Member have entered into the Security Trust Agreement and Pledge and Assignment Agreement for the Individual Clearing Model Provisions (Clearing Members in England and Wales) in the form appended to the Clearing Conditions as Appendix 8 (the “**Security Trust Agreement**”), by entering into the relevant ICM Clearing Agreement, Eurex Clearing AG, the Clearing Member and the ICM Client agree that the following provisions apply:

- (1) The ICM Client confirms to have received and acknowledges the Security Trust Agreement.
- (2) The notifications of the pledges and assignments for security purposes under the Security Trust Agreement, as applicable, are given and receipt of such notifications is confirmed by each of Eurex Clearing AG and the ICM Client in accordance with the Security Trust Agreement.
- (3) The ICM Client agrees with the Clearing Member and Eurex Clearing AG that the provisions on enforcement of the security interests created in the Security Trust Agreement and on the discharge of its Relevant Difference Claim and/or Shortfall Claim (including a discharge resulting from direct payments or deliveries by Eurex Clearing AG to the ICM Client or from the discharge of the Aggregate Security Trustee Claim (as defined in the Security Trust Agreement)) against the Clearing Member shall be binding as between them.
- (4) Upon the occurrence of a Termination Date, the ICM Client shall not be entitled to make any payment on the Relevant Difference Claim towards the Clearing Member unless Eurex Clearing AG has explicitly confirmed that Eurex Clearing AG’s Secured Claims against the Clearing Member have been fully satisfied and no further security purpose exists.
- (5) In case of any inconsistency between the provisions of the ICM Clearing Agreement and/or the Clearing Conditions and the provisions of the Security Trust Agreement, the Security Trust Agreement shall prevail.

9 Obligation of the Clearing Member to forward received Settlement Assets or Eligible Margin Assets

9.1 General Obligation

Whenever the Clearing Member has received (i) a cash amount, Securities or any other asset (the “**Settlement Assets**”) to settle a Covered Transaction or an amount of Eligible Margin Assets to deliver or redeliver cover in respect of the Segregated Margin or the Segregated Variation Margin under the relevant Standard Agreement from Eurex Clearing AG or (ii) Settlement Assets to settle a Relevant Transaction or an amount of

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Eligible Margin Assets to deliver or redeliver cover in respect of the Relevant Margin under the Relevant Agreement from the ICM Client, as the case may be, the Clearing Member shall – always subject to Number 5.3.2 and any applicable termination provisions – promptly transfer the same amount of equivalent Settlement Assets or Eligible Margin Assets to the ICM Client or Eurex Clearing AG, respectively. The same applies with respect to a redelivery of Non-Eligible Margin Assets.

9.2 Exemptions

This Number 9 shall not apply (i) if the Clearing Member's obligation under the relevant Covered Transactions or Standard Agreement between Eurex Clearing AG and the Clearing Member has already been fulfilled in accordance with the Clearing Conditions (by way of a set-off, a Direct Segregated Margin Transfer pursuant to Number 17.1 or otherwise) or (ii) if there has been a direct debit by Eurex Clearing AG pursuant to Number 5.4. In the case of (ii), the Clearing Member is obliged to either promptly and directly deliver to Eurex Clearing AG assets equal in amount and otherwise equivalent to the Settlement Assets or Eligible Margin Assets (or income therefrom) received from the ICM Client by reference to the relevant Standard Agreement or to exercise its option pursuant to Number 5.3.3.

9.3 Consequences of a set-off

If Eurex Clearing AG has declared a set-off pursuant to Number 1.3 of the General Clearing Provisions against an amount otherwise due from Eurex Clearing AG to the Clearing Member and the Clearing Member will therefore not receive (in whole or in part) a payment or delivery of Settlement Assets or Eligible Margin Assets (or income therefrom), respectively, with respect to the relevant amount from Eurex Clearing AG under the relevant Covered Transactions or relevant Standard Agreement between Eurex Clearing AG and the Clearing Member, respectively, the Clearing Member remains nevertheless obliged to promptly pay or deliver the applicable amount of Settlement Assets or Eligible Margin Assets (or income therefrom), respectively, to the ICM Client.

10 Shortfall Claim of the ICM Client and Regress Claim of the Clearing Member

10.1 Upon the occurrence of a Termination Date, a claim which was created by the signing of the ICM Clearing Agreement shall become unconditional and immediately due as of the end of either (i) the Last Valuation Date in case the Liquidation Price Approach is the applicable Difference Claim Valuation Method or (ii) the Termination Date in case the Exchange Price Approach is the applicable Difference Claim Valuation Method from the Clearing Member to the ICM Client with respect to their Relevant Agreement (the "**Shortfall Claim**"). The Shortfall Claim shall be an amount in the Termination Currency equal to either:

- (a) the difference between the Difference Claim of the Clearing Member against Eurex Clearing AG under the relevant Standard Agreement and the Relevant Difference Claim of the ICM Client against the Clearing Member (if any, and assuming that the Difference Claim of the Clearing Member against Eurex Clearing AG under the

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relevant Standard Agreement is higher than the Relevant Difference Claim of the ICM Client against the Clearing Member), or

- (b) the amount of the Difference Claim of the Clearing Member against Eurex Clearing AG under the relevant Standard Agreement where the Clearing Member is the creditor of the Relevant Difference Claim against the ICM Client or where no Relevant Difference Claim between the ICM Client and the Clearing Member exists.

10.2 The Clearing Member shall have a regress claim which was created by the signing of the ICM Clearing Agreement against the ICM Client with respect to their Relevant Agreement which becomes unconditional and immediately due if and to the extent Eurex Clearing AG has made a payment to the ICM Client with a view to satisfying the Shortfall Claim (the "**Regress Claim**"). The Regress Claim shall be an amount in the Termination Currency equal to either:

- (a) the difference between the Difference Claim of the Clearing Member against Eurex Clearing AG under the relevant Standard Agreement and the Relevant Difference Claim of the ICM Client against the Clearing Member (if any, and assuming that the Difference Claim of the Clearing Member against Eurex Clearing AG under the relevant Standard Agreement is higher than the Relevant Difference Claim of the ICM Client against the Clearing Member), or
- (b) the amount of the Difference Claim of the Clearing Member against Eurex Clearing AG under the relevant Standard Agreement where the Clearing Member is the creditor of the Relevant Difference Claim against the ICM Client or where no Relevant Difference Claim between the ICM Client and the Clearing Member exists.

11 Re-Establishment of Transactions upon request by ICM-Client

This Number 11 shall apply with respect to a Clearing Member (other than a Clearing Member in its capacity as Clearing Agent), if Eurex Clearing AG has determined based on the legal circumstances in the jurisdiction where such Clearing Member is domiciled that the porting mechanics contemplated herein shall be applicable with respect to such Clearing Member. Eurex Clearing AG will publish the relevant jurisdictions from time to time.

11.1 If a Termination Event or an Insolvency Termination Event has occurred with respect to the Clearing Member, Eurex Clearing AG shall (a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the Termination Time, give notice to all [ICM Clients of such Clearing Member and all](#) other Clearing Members, ~~Non-Clearing Members and Registered Customers~~ in accordance with Number 16.1 of the General Clearing Provisions on (i) the occurrence of the Termination Event and (ii) that the ICM Porting Period commences (the "**ICM Porting Notice**"). Eurex Clearing AG may inform other market participants or the public of the Termination with respect to the affected Clearing Member.

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“ICM Porting Period” means

- (i) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day; and
- (ii) if any other Termination Event has occurred, the period from the publication of the ICM Porting Notice until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day.

Eurex Clearing AG may extend the ICM Porting Period with respect to one or more or all ICM Standard Agreements in order to facilitate the re-establishment by giving notice to the affected Clearing Member and the affected ICM-Client(s). All other Clearing Members ~~as well as Non-Clearing Members and Registered Customers~~ may be notified by Eurex Clearing AG of the extension in accordance with Number 16.1 of the General Clearing Provisions. Eurex Clearing AG may likewise inform other market participants or the public of the extension.

- 11.2 Upon the occurrence of a Termination Date, the ICM Client may elect by giving notice to Eurex Clearing AG (the **“ICM Porting Election Notice”**) (i) to re-establish the terminated Covered Transactions as interim participant (the **“IP Election”**) or (ii) to immediately re-establish the terminated Covered Transactions with a Replacement Clearing Member (as defined in Number 11.4.1) (the **“Immediate Re-Establishment Election”**) or (iii) not to re-establish the terminated Covered Transactions, in each case as soon as possible and at the latest by 13:00 hours (Frankfurt am Main time) on the Business Day following the Termination Date (the **“ICM Porting Election Period”**).

If Eurex Clearing AG does not receive an ICM Election Notice in which either an IP Election or an Immediate Re-Establishment Election was made within the ICM Porting Election Period, there will be no re-establishment of the terminated Covered Transactions and Number 7.3.2 and 7.3.3 and Subpart B Number 6.3.2 and 6.3.3, if applicable, apply.

With respect to the Clearing of Covered Transactions for Relevant Funds, the Authorised Manager may decide separately for each Relevant Fund whether it either declares an IP Election or an Immediate Re-Establishment Election. With respect to the Clearing of Covered Transactions for Relevant Fund Segments, the Authorised Manager may only decide collectively for all such Relevant Fund Segments whether it declares an IP Election or an Immediate Re-Establishment Election. Sub Pools will not be supported for the purpose of a re-establishment.

11.3 Interim Participation of the ICM Client

- 11.3.1 If the ICM Client has selected the IP Election within the ICM Porting Election Period and the Interim Participation Conditions are satisfied, the ICM Client will be established as Interim Participant.

- 11.3.2 The following conditions (the **“Interim Participation Conditions”**) must be satisfied by the expiry of the ICM Porting Period to enable an Interim Participation of the ICM Client:

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- (1) Eurex Clearing AG has received (i) all Interim Margin, (ii) all Interim Variation Margin, (iii) all Opening Margin, (iv) all Reimbursement Costs and (v) the ICM Client's contribution to the Default Fund determined by Eurex Clearing AG in accordance with Number 11.3.5 Paragraph (6) and Number 6 of the General Clearing Provisions;
- (2) the ICM Client has confirmed to Eurex Clearing AG that it is not (impending) illiquid (*(drohend) zahlungsunfähig*) and that no petition for the commencement of insolvency proceedings with regard to its assets or any similar petition has been filed;
- (3) in the case of the ICM-CCD Provisions, the ICM Client has confirmed to Eurex Clearing AG that the Client Clearing Agreement with the Affected Clearing Member meets the requirements of an Eligible Client Clearing Agreement;
- (4) Eurex Clearing AG has not exercised its objection right (as described in Number 11.3.7);
- (5) the ICM Client has provided evidence to Eurex Clearing AG that it has access to the systems of Eurex Clearing AG and all functions in the context of the Direct Covered Transactions can be performed;
and
- (6) Eurex Clearing AG has given a notice to the ICM Client confirming the satisfaction of the Interim Participation Conditions and specifying the Opening Time.

If following receipt of an ICM Porting Election Notice in which an IP Election was made, the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, there will be no re-establishment of the terminated Covered Transactions and Number 7.3.2 and 7.3.3 and Subpart B Number 6.3.2 and 6.3.3, if applicable, apply.

11.3.3 Delivery of Interim Margin and Interim Variation Margin

- (1) Eurex Clearing AG is entitled to request cover from the ICM Client in respect of Margin for the Reference Transactions at any time between the Termination Time and the Opening Time in accordance with the Elementary Clearing Model Provisions (applied *mutatis mutandis*) as if a Termination Date had not occurred, provided that the ICM Client may deliver Eligible Margin Assets in the form of Securities only in accordance with Number 2.2.1 and 2.2.4.

Subpart A Number 4.2 of the Elementary Clearing Model Provisions applies *mutatis mutandis* to the ICM Client if Eurex Clearing AG determines that insufficient Eligible Margin Assets are held by Eurex Clearing AG to provide cover with respect to the Reference Transactions (the "Interim Margin").

- (2) Further, if and to the extent that Subpart A Number 5 of the Elementary Clearing Model Provisions requires the transfer of cover in respect of daily profits or losses under Reference Transactions, Eurex Clearing AG is entitled to request cover in respect of the Variation Margin from the ICM Client for the Reference Transactions, if any, at any time between the Termination Time and the Opening Time in

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accordance with the Elementary Clearing Model Provisions as if a Termination had not occurred (the “**Interim Variation Margin**”). The ICM Client shall be required to transfer Eligible Margin Assets in the form of cash to Eurex Clearing AG in respect of the Interim Variation Margin. Eurex Clearing AG shall not be required to provide cover in respect of the Interim Variation Margin to the ICM Client for the Reference Transactions between the Termination Time and the Opening Time.

11.3.4 Establishment of ICM Client as Interim Participant

(1) Opening of Transactions

When the Interim Participation Conditions are satisfied by the expiry of the ICM Porting Period, or at such earlier time at which the Interim Participation Conditions are satisfied (the “**Opening Time**”), Eurex Clearing AG and the ICM Client as interim participant (the “**Interim Participant**”) shall, without any further action being required on the part of either of the parties, enter into new Transactions off-exchange directly between Eurex Clearing AG and the ICM Client (the “**Direct Covered Transactions**”) against payment of an opening consideration in the Termination Currency to be determined in accordance with this Number 11.3.4 Paragraph (1) (the “**Opening Consideration**”).

Each such Direct Covered Transaction shall have the same terms and conditions as the corresponding terminated Covered Transaction under the Standard Agreement between Eurex Clearing AG and the Affected Clearing Member (the “**Reference Transaction**”) as of the Opening Time in the absence of a Termination Date (taking into account any Interim Settlement pursuant to Number 11.5 or Post Settlement pursuant to Number 7.4).

The Opening Consideration shall equal the sum of the determined Single Transaction Amounts (as defined in Number 7.3.3 Paragraph (3) of the General Clearing Provisions) of all Reference Transactions used to calculate the Difference Claim under the relevant Standard Agreement between Eurex Clearing AG and the Affected Clearing Member using the Exchange Price Approach and shall be payable in accordance with Paragraph (3) below. Where these Individual Clearing Model Provisions provide that the Elementary Clearing Model Provisions shall apply to the provision of Margin and/or Variation Margin for Reference Transactions and/or Direct Covered Transactions, such Reference Transactions and/or Direct Covered Transactions shall for the purposes of the Elementary Clearing Model Provisions be deemed to constitute own transactions of the ICM Client.

(2) Opening Margin

For the purpose of entering into the Direct Covered Transactions with the ICM Client, Eurex Clearing AG is entitled to request cover in respect of Margin for Direct Covered Transactions from the ICM Client in such amounts, in such forms and at such times as are required pursuant to the Elementary Clearing Model Provisions (the “**Opening Margin Requirement**”) taking into account the aggregate value of Eligible Margin Assets actually delivered in respect of the Interim Margin

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Number 5.3.1 applies to the ICM Client *mutatis mutandis* if Eurex Clearing AG determines that the aggregate value of the Eligible Margin Assets held by Eurex Clearing AG is insufficient to provide the cover required with respect to the Direct Covered Transactions.

Further, if and to the extent Subpart A Number 5 of the Elementary Clearing Model Provisions requires the transfer of cover in respect of daily profits or losses under Direct Covered Transactions, Eurex Clearing AG is entitled to request cover in respect of such Variation Margin from the ICM Client in accordance with the Clearing Conditions (the “**Opening Variation Margin Requirement**”) and the ICM Client shall in such case be required to transfer Eligible Margin Assets in the form of cash to Eurex Clearing AG taking into account the aggregate value of Eligible Margin Assets actually delivered in respect of the Interim Variation Margin.

The delivery of cover in respect of the Margin or the Variation Margin (for the purpose of the Direct Covered Transactions, Margin shall be referred to as the “**Direct Margin**” and Variation Margin shall be referred to as “**Direct Variation Margin**”) for Direct Covered Transactions remains subject to the Elementary Clearing Model Provisions.

(3) **Settlement**

Without any further notice, the following amounts shall be set off immediately following the Opening Time and the remaining difference, if any, determined by Eurex Clearing AG and notified to the ICM Client shall be payable in the Termination Currency by the ICM Client to Eurex Clearing AG:

- (a) the cash equivalent amount of any Opening Margin Requirement and Opening Variation Margin Requirement (to the extent not yet settled due to the delivery of Interim Margin or Interim Variation Margin, if any) applicable to the ICM Client;
- (b) the amount of the Opening Consideration to be paid by Eurex Clearing AG or the ICM Client, as the case may be; and
- (c) (1) if Eurex Clearing AG is the creditor of the determined Difference Claim against the Affected Clearing Member under the relevant Standard Agreement, an amount in the Termination Currency equal to such outstanding Difference Claim in consideration of the assignment pursuant to Number 11.3.8 to be paid by the ICM Client, or
 - (2) if the Difference Claim is owed by Eurex Clearing AG to the Affected Clearing Member under the relevant Standard Agreement, the amount of such Difference Claim pledged or assigned for security purposes for the benefit of the ICM Client to be paid by Eurex Clearing AG.

If Eurex Clearing AG, the Security Trustee and the Clearing Member have entered into the Security Trust Agreement, the above set-off shall be applied in accordance with the Security Trust Agreement.

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Eurex Clearing AG will credit the Eligible Margin Assets actually delivered (by direct payment or delivery or as a consequence of the set-off described herein in which case the Eligible Margin Assets shall be identical to the Eligible Margin Assets forming part of the Segregated Margin and Segregated Variation Margin of the Affected Clearing Member as of the Termination Date) in respect of the Opening Margin to an internal margin account pursuant to Number 4.1.2.

(4) **Direct Redelivery Claim**

Upon effectiveness of the set-off pursuant to Paragraph (3) above and/or upon the actual delivery of the remaining difference to Eurex Clearing AG pursuant to Paragraph (3) above, corresponding Redelivery Claims with respect to the Direct Margin or Direct Variation Margin shall arise (the “**Direct Redelivery Claims**”).

11.3.5 Further Terms and Conditions applicable during Interim Participation

Upon the conclusion of Direct Covered Transactions, a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 between Eurex Clearing AG and the ICM Client, which shall constitute a separate master agreement (*Rahmenvertrag*) between such parties which (subject to provisions in this Chapter I on the termination of individual Transactions) can be terminated only uniformly, shall be established pursuant to the terms of the Clearing Conditions and the Elementary Clearing Model Provisions applicable between Eurex Clearing AG and Clearing Members subject to the following provisions and exemptions:

- (1) Eurex Clearing AG shall not be required to make any payments or (re-) deliveries to the ICM Client under Direct Transactions or with respect to Direct Margin or Direct Variation Margin.
- (2) If the ICM Client is a ~~Non-Clearing Member~~ [DC Market Participant](#), it is only entitled to enter any order or quotes into the systems of the Markets if sufficient Direct Margin or Direct Variation Margin has been actually delivered to Eurex Clearing AG in advance.
- (3) The ICM Client may deliver Eligible Margin Assets in the form of Securities only in accordance with Number 2.2.1 and 2.2.4.
- (4) The ICM Client shall provide to Eurex Clearing AG such cash and securities account information required by Eurex Clearing AG for the settlement of Transactions and delivery of Direct Margin or Direct Variation Margin.
- (5) The ICM Client is not required to comply with Number 2.1 of the General Clearing Provisions.
- (6) The ICM Client is required to pay contributions to the Default Fund in accordance with Number 6 of the General Clearing Provisions subject to the modifications set out in Number 15.

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- (7) Eurex Clearing AG is entitled, to exclude certain Transaction Types from the Clearing as long as the Interim Participation applies.

11.3.6 Re-Establishment ~~with other Clearing Member~~ with a Replacement Clearing Member

The ICM Client shall transfer all Direct Covered Transactions to another Clearing Member (the "Replacement Clearing Member") as follows:

- (1) The ICM Client shall elect whether the Transactions with the Replacement Clearing Member that relate to the ICM Client shall, following the transfer, be cleared pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ISA Provisions.

~~In addition, the ICM Client shall with respect to the clearing model selected by the ICM Client under the Clearing Conditions be obliged to enter or have been entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2, an ICM Clearing Agreement with another Clearing Member and Eurex Clearing AG by not later than five Business Days after the Termination Date or such longer period of time specified by Eurex Clearing AG in its own discretion and shall transfer all Direct Covered Transactions to such~~

- (2) The ICM Client shall transfer all Direct Covered Transactions to the Replacement Clearing Member and shall enter into transactions corresponding to all such Direct Covered Transactions with such Clearing Member (under the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ISA Provisions, as relevant) by executing a transfer agreement in form and substance satisfactory to Eurex Clearing AG (the "Transfer Agreement") with Eurex Clearing AG and such Replacement Clearing Member ~~within such time~~ by not later than five Business Days after the Termination Date or such longer period of time specified by Eurex Clearing AG in its free discretion. Eurex Clearing AG may, in its free discretion, waive the requirement in whole or in part to the extent alternative arrangements have been made with the Replacement Clearing Member with respect to the relevant Direct Covered Transactions. ~~Upon such transfer the following will apply:~~

To the extent that the Transfer Agreement will be concluded with an Authorised Manager, each reference in the Transfer Agreement to an ICM Client shall be a reference to a particular Relevant Fund or Relevant Fund Segment, as stated in the Annex to the Transfer Agreement.

- (3) If the ICM Client elects that its transactions with the Replacement Clearing Member shall be cleared pursuant to the Individual Clearing Model Provisions, the ICM Client shall also be obliged to enter, or have entered into an ICM Clearing Agreement with such Replacement Clearing Member and Eurex Clearing AG within the period of time referred to in Paragraph (2).
- (4) If the ICM Client elects that the Transactions with the Replacement Clearing Member that relate to the ICM Client shall be cleared pursuant to the Elementary Clearing Model Provisions or the ISA Provisions, it is the responsibility of the ICM Client and

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its Replacement Clearing Member to to agree on a bilateral basis on the terms of any corresponding transactions or arrangements between them.

(5) Upon such transfer to the Replacement Clearing Member the following will apply:

(i) ~~in the case of~~ if the Elementary Clearing Model Provisions apply following the transfer, any Direct Margin or Direct Variation Margin shall be retransferred to the ICM Client immediately following the ~~novation~~transfer;

(ii) ~~in the case of~~ if the ICM-ECD Provisions apply following the transfer, the Direct Margin and Direct Variation Margin shall henceforth constitute Segregated Margin or Segregated Variation Margin, respectively, pursuant to the Individual Clearing Model Provisions and corresponding Redelivery Claims shall arise under each of the relevant Standard Agreement between Eurex Clearing AG and such Clearing Member and the Corresponding Standard Agreement between such Clearing Member and the ICM Client (each as defined in the Individual Clearing Model Provisions);~~or~~

(iii) ~~in the case of~~ if the ICM-CCD Provisions apply following the transfer, the Direct Margin and Direct Variation Margin shall henceforth constitute Segregated Margin or Segregated Variation Margin, respectively, pursuant to the Individual Clearing Model Provisions and corresponding Redelivery Claims shall arise under the relevant Standard Agreement between Eurex Clearing AG and such Clearing Member and the ICM Client will enter into transactions corresponding to all such transferred Direct Covered Transactions with such Clearing Member under their corresponding Client Clearing Agreement as of the same time as the transfer of the Direct Covered Transactions;~~;~~ or

(d) if the ISA Provisions apply following the transfer:

(A) the Direct Margin in the form of cash and the Direct Variation Margin shall henceforth constitute Margin in the form of cash or Variation Margin, respectively, pursuant to the ISA Provisions and corresponding Redelivery Claims shall arise under the relevant ISA Standard Agreement between Eurex Clearing AG and the Replacement Clearing Member (and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clearing AG);

(B) if the Replacement Clearing Member has made a Title Transfer Margin Election (as defined in Part 4 Number 6.3.2.1), the Direct Margin in the form of Securities that has been transferred to Eurex Clearing AG by way of title transfer shall henceforth constitute Margin pursuant to the ISA Provisions and corresponding Redelivery Claims of the Replacement Clearing Member shall arise under the relevant ISA Standard Agreement (and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clering AG); and

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(C) if the Replacement Clearing Member is obliged to provide Margin in the form of Securities by way of granting pledges under the ISA Provisions, Eurex Clearing AG shall transfer title in the Direct Margin in the form of Securities that has been transferred to Eurex Clearing AG by way of title transfer to the Replacement Clearing Member and such Securities shall be credited to the relevant ISA Pledged Securities Account or the relevant ISA CASS Pledged Securities Account of the Replacement Clearing Member and shall henceforth constitute Margin pursuant to the ISA Provisions (and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clearing AG).

~~To the extent the Transfer Agreement will be concluded with an Authorised Manager, each reference in the Transfer Agreement to a "Registered Customer" shall be a reference to a particular Relevant Fund or Relevant Fund Segment, as stated in the Annex to the Transfer Agreement.~~

11.3.7 Objection Right of Eurex Clearing AG

Eurex Clearing AG may decline to accept an ICM Client as an Interim Participant if a regulator, court or another authority has prohibited or hindered the application of any or part of the mechanics of the Individual Clearing Model Provisions (including by transferring Covered Transactions to another entity).

In addition, Eurex Clearing AG will not permit the establishment of the ICM Client as Interim Participant if it becomes aware of (i) the occurrence of any event with respect to that ICM Client which would constitute a Termination Event or Insolvency Termination Event if the ICM Client was a Clearing Member, or (ii) circumstances which, in Eurex Clearing AG's reasonable opinion, indicate that such an event has occurred or is about to occur.

The objection rights described herein shall be exercised by giving a written notice to the ICM Client.

11.3.8 Assignment of Eurex Clearing AG's Difference Claim

- (1) For the purpose of the Interim Participation, Eurex Clearing AG assigns, immediately following the Opening Time, its Difference Claim against the Clearing Member (if any) together with any ancillary rights to the ICM Client (for the avoidance of doubt, such assignment shall not be considered to be made by way of security). The ICM Client accepts such assignments. Section 401 BGB does apply.
- (2) For the purpose of the Interim Participation, Eurex Clearing AG further assigns, at the time when the Direct Covered Transactions are concluded, to the ICM Client any Relevant Difference Claim of the Affected Clearing Member against the ICM Client (if any) which has been assigned to Eurex Clearing AG by the Clearing Member for security purposes pursuant to Number 8.2.1. The ICM Client accepts such assignments and acknowledges that the agreed security purpose shall continue to apply.

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- (3) The assignments under Paragraph (1) and (2) are subject to the condition precedent (*aufschiebende Bedingung*) that a set-off as described in Number 11.3.4 Paragraph (3) has occurred.
- (4) For the purposes of this Number 11.3.8, “**ancillary rights**” means all existing and future claims and rights under, pursuant to, or in connection with the relevant assigned claim and its underlying agreement (if any), including, but not limited to:
- (i) other related ancillary rights and claims, including but not limited to, independent unilateral rights (*selbständige Gestaltungsrechte*) as well as dependent unilateral rights (*unselbständige Gestaltungsrechte*), in particular the right of termination (*Recht zur Kündigung*), if any, and the right of rescission (*Recht zum Rücktritt*), but which are not of a personal nature (without prejudice to the assignment of ancillary rights and claims pursuant to Section 401 BGB); and
 - (ii) all claims and rights under any accessory security interest (*akzessorische Sicherheit*) securing such Difference Claim.
- (5) If
- (i) following the assignment set out in Paragraph (1) the ICM Client is both pledgee and third party debtor (*Drittschuldner*) of a claim, the pledge shall be automatically realised by the ICM Client declaring that it collects the amount owed to it under the pledge;
 - (ii) following the assignment set out in Paragraph (1), the ICM Client is not both pledgee and third party debtor (*Drittschuldner*) of the claim set out under the foregoing (i), the parties agree that the pledge shall equally be automatically realised or cease to exist, respectively;
 - (iii) as long as the requirements of Numbers 8.2.1 Paragraph (3) and 8.2.2 Paragraph (3) are met, following the assignment set out in Paragraph (2), the ICM Client is both creditor and debtor of a Difference Claim, such Difference Claim shall automatically be discharged; such discharge shall constitute an enforcement of the claims that are secured by an assignment for security purposes of such Difference Claim, which enforcement shall result in a discharge of such secured claims in the same amount;
 - (iv) as long as the requirements of Numbers 8.2.1 Paragraph (3) and 8.2.2 Paragraph (3) are met, following the assignment set out in Paragraph (1), the ICM Client is not both creditor and debtor of the Difference Claim set out under the foregoing (iii), the parties agree that such Difference Claim shall equally automatically be discharged; such discharge shall constitute an enforcement of the claims that are secured by an assignment for security purposes of such Difference Claim, which enforcement shall result in a discharge of such secured claims in the same amount.

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- (v) Eurex Clearing AG notifies the Clearing Member of the assignments pursuant to Paragraph (1) and (2). The Clearing Member confirms receipt of such notification.

11.3.9 Specific Provisions for non-EU Clearing Members

If the Affected Clearing Member is domiciled outside the EU and an additional legal act (including but not limited to a decision or approval by a regulator, public authority, court or insolvency administrator) is necessary to give full effect to the pledge pursuant to Number 8.1.2 or the assignment for security purposes pursuant to Number 8.2.2 under the laws of the jurisdiction applicable to the Affected Clearing Member, the ICM Client will only be established as an Interim Participant if (i) such act has become effective by the point in time at which the Interim Participation Conditions need to be satisfied, and if (ii) Eurex Clearing has not yet discharged the Difference Claim by payment to the Affected Clearing Member in accordance with Number 8.1.2 Paragraph (7) or Number 8.2.2 Paragraph (11).

11.4 Immediate Re-Establishment with Replacement Clearing Member

11.4.1 If the ICM Client has selected the Immediate Re-Establishment Election within the ICM Porting Election Period and the Immediate Re-Establishment Conditions are satisfied, the re-establishment of Covered Transactions with a ~~Replacement~~ replacement Clearing Member (the “**Replacement Clearing Member**”) shall occur.

11.4.2 The following conditions (the “**Immediate Re-Establishment Conditions**”) must be satisfied by the expiry of the ICM Porting Period to effect the re-establishment of Covered Transactions with a Replacement Clearing Member:

- (1) if the Covered Transactions shall be cleared with the Replacement Clearing Member pursuant to the Individual Clearing Model Provisions, Eurex Clearing AG, the Replacement Clearing Member and the ICM Client have entered into an ICM Clearing Agreement; if the Covered Transactions shall be cleared with the Replacement Clearing Member pursuant to the Elementary Clearing Model Provisions or the ISA Provisions, the Replacement Clearing Member ~~and the ICM Client have~~ has undertaken to Eurex Clearing AG in form and substance satisfactory to Eurex Clearing AG that ~~they~~ it will, no later than five (5) Business Days after the end of the ICM Porting Period, enter into a Clearing Agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 21, unless such Clearing Agreement has already been entered into;
- (2) Eurex Clearing AG, the Replacement Clearing Member and the ICM Client have entered into a Transfer Agreement;
- (3) the ICM Client has confirmed to Eurex Clearing AG that it is not (impending) illiquid (*(drohend) zahlungsunfähig*) and that no petition for the commencement of insolvency proceedings with regard to its assets or any similar petition has been filed;

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- (4) in the case of the ICM-CCD Provisions, the ICM Client has confirmed to Eurex Clearing AG that the Client Clearing Agreement with the Affected Clearing Member meets the requirements of an Eligible Client Clearing Agreement;
- (5) in the case of an ICM Clearing Agreement for ICM-CCD with the Replacement Clearing Member and the ICM Client, the Client Clearing Agreement between the ICM Client and the Replacement Clearing Member meets the requirements of an Eligible Client Clearing Agreement;
- (6) the Replacement Clearing Member has confirmed to Eurex Clearing AG that no Termination Event or Insolvency Termination Event has occurred or is about to occur with respect to it;
- (7) Eurex Clearing AG has not exercised its objection right (as described in Number 11.4.6);
- (8) Eurex Clearing AG has given a notice to the ICM Client and the Replacement Clearing Member confirming the satisfaction of the foregoing Immediate Re-Establishment Conditions and its acceptance of the immediate transfer to the Replacement Clearing Member.

If following receipt of an ICM Porting Election Notice within the ICM Porting Election Period, in which an Immediate Re-establishment Election was made, the Immediate Re-establishment Conditions set out in this Number 11.4.2 are not satisfied by the expiry of the ICM Porting Period, there will be no re-establishment of the terminated Covered Transactions and Number 7.3.2 and 7.3.3 and Subpart B Number 6.3.2 and 6.3.3, if applicable, apply.

11.4.3 Re-Establishment of Transactions with ICM Client

(1) Opening of Transactions

When the Immediate Re-Establishment Conditions are satisfied by the expiry of the ICM Porting Period, or at such earlier time at which the Immediate Re-Establishment Conditions are satisfied (the “**Opening Time**”), Eurex Clearing AG and the ICM Client shall enter into new Transactions off-exchange directly between Eurex Clearing AG and the ICM Client without any further action being required on the part of either of the parties (the “**Direct Covered Transactions**”) against payment of an opening consideration in the Termination Currency to be determined in accordance with this Paragraph (1) (the “**Opening Consideration**”).

Each such Direct Covered Transaction shall have the same terms and conditions as the corresponding terminated Covered Transaction (the “**Reference Transaction**”) under the Standard Agreement between Eurex Clearing AG and the Affected Clearing Member as of the Opening Time in the absence of a Termination Date.

The Opening Consideration shall equal the sum of the determined Single Transaction Amounts of each Reference Transactions used to calculate the

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Difference Claim between Eurex Clearing AG and the Affected Clearing Member and shall be payable in accordance with Paragraph (3) below.

(2) **Opening Margin**

For the purpose of entering into the Direct Covered Transactions with the ICM Client, Eurex Clearing AG is entitled to request cover in respect of Margin for Direct Covered Transactions ("**Direct Margin**") from the ICM Client in such amounts, in such forms and at such times as are required pursuant to the Elementary Clearing Model Provisions (the "**Opening Margin Requirement**").

Further, if and to the extent that Subpart A Number 5 of the Elementary Clearing Model Provisions requires the transfer of cover in respect of daily profits or losses under Direct Covered Transactions, Eurex Clearing AG is entitled to request cover in respect of such Variation Margin (the "**Direct Variation Margin**") from the ICM Client in accordance with the Clearing Conditions (the "**Opening Variation Margin Requirement**") and the ICM Client shall in such case be required to transfer Eligible Margin Assets in the form of cash to Eurex Clearing AG.

(3) **Settlement**

Without any further notice, the following amounts shall be set off immediately following the Opening Time and the remaining difference, if any, determined by Eurex Clearing AG and notified to the ICM Client and the Replacement Clearing Member shall be payable in the Termination Currency by the ICM Client to Eurex Clearing AG:

- (aa) the cash equivalent amount of any Opening Margin Requirement and Opening Variation Margin Requirement applicable to the ICM Client;
- (bb) the amount of the Opening Consideration to be paid by Eurex Clearing AG or the ICM Client, as the case may be; and
- (cc) (1) if Eurex Clearing AG is the creditor of the determined Difference Claim against the Affected Clearing Member under the relevant Standard Agreement, an amount in the Termination Currency equal to such outstanding Difference Claim in consideration of the assignment pursuant to Number 11.4.4 to be paid by the ICM Client, or
 - (2) if the Difference Claim is owed by Eurex Clearing AG to the Affected Clearing Member under the relevant Standard Agreement, the amount of such Difference Claim pledged or assigned for security purposes for the benefit of the ICM Client to be paid by Eurex Clearing AG.

If Eurex Clearing AG, the Security Trustee and the Clearing Member and have entered into the Security Trust Agreement, the above set-off shall be applied in accordance with the Security Trust Agreement.

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Eurex Clearing AG will credit the Eligible Margin Assets actually delivered (as a consequence of the set-off described herein in which case the Eligible Margin Assets shall be identical to the Eligible Margin Assets forming part of the Segregated Margin and Segregated Variation Margin of the Affected Clearing Member as of the Termination Date) in respect of the Opening Margin to an internal margin account pursuant to Number 4.1.3.

(4) **Direct Redelivery Claim**

Upon effectiveness of the set-off and/or upon the actual delivery of the remaining difference to Eurex Clearing AG pursuant to Paragraph (3) above, corresponding Redelivery Claims with respect to the Direct Margin or Direct Variation Margin shall arise (the “**Direct Redelivery Claims**”).

11.4.4 Assignment of Eurex Clearing AG's Difference Claim

- (1) For the purpose of the Immediate Re-Establishment, Eurex Clearing AG assigns, immediately following the Opening Time, its Difference Claim against the Clearing Member (if any) together with any ancillary rights to the ICM Client (for the avoidance of doubt, such assignment shall not be considered to be made by way of security). The ICM Client accepts such assignments. Section 401 BGB does apply.
- (2) For the purpose of the Immediate Re-Establishment, Eurex Clearing AG further assigns, at the time when the Direct Covered Transactions are concluded, to the ICM Client any Relevant Difference Claim of the Affected Clearing Member against the ICM Client (if any) which has been assigned to Eurex Clearing AG by the Clearing Member for security purposes pursuant to Number 8.2.1. The ICM Client accepts such assignments and acknowledges that the agreed security purpose shall continue to apply.
- (3) The assignments under Paragraph (1) and (2) are subject to the condition precedent (aufschiebende Bedingung) that a set-off as described in Number 11.4.3 Paragraph (3) has occurred.
- (4) For the purposes of this Number 11.4.4, “**ancillary rights**” means all existing and future claims and rights under, pursuant to, or in connection with the relevant assigned claim and its underlying agreement (if any), including, but not limited to:
 - (i) other related ancillary rights and claims, including but not limited to, independent unilateral rights (*selbständige Gestaltungsrechte*) as well as dependent unilateral rights (unselbständige Gestaltungsrechte), in particular the right of termination (*Recht zur Kündigung*), if any, and the right of rescission (*Recht zum Rücktritt*), but which are not of a personal nature (without prejudice to the assignment of ancillary rights and claims pursuant to Section 401 BGB); and
 - (ii) all claims and rights under any accessory security interest (*akzessorische Sicherheit*) securing such Difference Claim.

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- (5) If
- (i) following the assignment set out in Paragraph (1) the ICM Client is both pledgee and third party debtor (*Drittschuldner*) of a claim, the pledge shall be automatically realised by the ICM Client declaring that it collects the amount owed to it under the pledge;
 - (ii) following the assignment set out in Paragraph (1), the ICM Client is not both pledgee and third party debtor (*Drittschuldner*) of the claim set out under the foregoing (i), the parties agree that the pledge shall equally be automatically realised or cease to exist, respectively;
 - (iii) as long as the requirements of Numbers 8.2.1 Paragraph (3) and 8.2.2 Paragraph (3) are met, following the assignment set out in Paragraph (2), the ICM Client is both creditor and debtor of a Difference Claim, such Difference Claim shall automatically be discharged; such discharge shall constitute an enforcement of the claims that are secured by an assignment for security purposes of such Difference Claim, which enforcement shall result in a discharge of such secured claims in the same amount;
 - (iv) as long as the requirements of Numbers 8.2.1 Paragraph (3) and 8.2.2 Paragraph (3) are met, following the assignment set out in Paragraph (1), the ICM Client is not both creditor and debtor of the Difference Claim set out under the foregoing (iii), the parties agree that such Difference Claim shall equally automatically be discharged; such discharge shall constitute an enforcement of the claims that are secured by an assignment for security purposes of such Difference Claim, which enforcement shall result in a discharge of such secured claims in the same amount.
 - (v) Eurex Clearing AG notifies the Clearing Member of the assignments pursuant to Paragraph (1) and (2). The Clearing Member confirms receipt of such notification.

11.4.5 Immediate Transfer to Replacement Clearing Member

Immediately upon settlement pursuant to Number 11.4.3 Paragraph (3), all Direct Covered Transactions ~~and all Direct Redelivery Claims are immediately~~ are transferred by operation of the executed Transfer Agreement to the Replacement Clearing Member, ~~and~~ and become Transactions between the Replacement Clearing Member and Eurex Clearing AG (pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ISA Provisions, as set out in the Transfer Agreement). If, the Individual Clearing Model Provisions shall apply following the transfer, the ICM Client shall immediately enter into new transactions corresponding to all such Direct Covered Transactions with the Replacement Clearing Member. Upon such transfer the following shall apply:

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- (i) ~~in the case of~~ _____ if the Elementary Clearing Model Provisions apply following the transfer, any Direct Margin or Direct Variation Margin shall be retransferred to the ICM Client immediately following the ~~novation~~transfer;
- (ii) ~~in the case of~~ _____ if the ICM-ECD Provisions apply following the transfer, the Direct Margin and Direct Variation Margin shall henceforth constitute Segregated Margin or Segregated Variation Margin, respectively, pursuant to the Individual Clearing Model Provisions and corresponding Redelivery Claims shall arise under each of the relevant Standard Agreement between Eurex Clearing AG and such Clearing Member and the Corresponding Standard Agreement between such Clearing Member and the ICM Client (each as defined in the Individual Clearing Model Provisions), ~~or~~
- (iii) ~~in the case of~~ _____ if the ICM-CCD Provisions apply following the transfer, the Direct Margin and Direct Variation Margin shall henceforth constitute Segregated Margin or Segregated Variation Margin, respectively, pursuant to the Individual Clearing Model Provisions and corresponding Redelivery Claims shall arise under the relevant Standard Agreement between Eurex Clearing AG and such Clearing Member and the ICM Client will enter into transactions corresponding to all such transferred Direct Covered Transactions with such Clearing Member under their corresponding Client Clearing Agreement as of the same time as the transfer of the Direct Covered Transactions-;
- (iv) if the ISA Provisions apply following the transfer:
- (A) the Direct Margin in the form of cash and the Direct Variation Margin shall henceforth constitute Margin in the form of cash or Variation Margin, respectively, pursuant to the ISA Provisions and corresponding Redelivery Claims shall arise under the relevant ISA Standard Agreement between Eurex Clearing AG and the Replacement Clearing Member (and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clering AG);
- (B) if the Replacement Clearing Member has made a Title Transfer Margin Election, the Direct Margin in the form of Securities that has been transferred to Eurex Clearing AG by way of title transfer shall henceforth constitute Margin pursuant to the ISA Provisions and corresponding Redelivery Claims of the Replacement Clearing Member shall arise under the relevant ISA Standard Agreement (and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clearing AG); and
- (C) if the Replacement Clearing Member is obliged to provide Margin in the form of Securities by way of granting pledges under the ISA Provisions, Eurex Clearing AG shall transfer title in the Direct Margin in the form of Securities (that has been transferred to Eurex Clearing AG by way of title transfer) to the Replacement Clearing Member and such Securities shall be credited to the relevant ISA Pledged Securities Account or the relevant ISA CASS Pledged Securities Account of the Replacement Clearing Member and shall henceforth

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[constitute Margin pursuant to the ISA Provisions \(and the ICM Client shall no longer have any related Redelivery Claims against Eurex Clearing AG\).](#)

11.4.6 Objection Rights of Eurex Clearing AG

Eurex Clearing AG may decline to accept the transfer to the Replacement Clearing Member if a regulator, court or another authority has prohibited or hindered the application of any or part of the mechanics of the Individual Clearing Model Provisions (including by transferring Covered Transactions to another entity).

In addition, Eurex Clearing AG will not permit the transfer to the Replacement Clearing Member if it becomes aware of circumstances which, in Eurex Clearing AG's reasonable opinion, indicate that a Termination Event or Insolvency Termination Event is about to occur with respect to the Replacement Clearing Member.

The objection rights described herein shall be exercised by giving a written notice to the ICM Client and the Replacement Clearing Member.

11.4.7 Specific Provisions for non-EU Clearing Members

If the Affected Clearing Member is domiciled outside the EU and an additional legal act (including but not limited to a decision or approval by a regulator, public authority, court or insolvency administrator) is necessary to give full effect to the pledge pursuant to Number 8.1.2 or the assignment for security purposes pursuant to Number 8.2.2 under the laws of the jurisdiction applicable to the Affected Clearing Member, the immediate re-establishment with a Replacement Clearing Member will only take place if (i) such act has become effective by the point in time at which the Immediate Re-Establishment Conditions need to be satisfied, and if (ii) Eurex Clearing has not yet discharged the Difference Claim by payment to the Affected Clearing Member in accordance with Number 8.1.2 Paragraph (7) or Number 8.2.2 Paragraph (11).

11.5 Interim Settlement

Following the Termination Time and until the Opening Time, Eurex Clearing AG is entitled to undertake any necessary actions and transactions to ensure the continuation of Clearing with other Clearing Members as a result of the Termination Date with respect to the Covered Transactions between Eurex Clearing AG and the Clearing Member (the "**Interim Settlement**").

The ICM Client shall be obliged to reimburse Eurex Clearing AG for all of its expenses and costs arising from any such Interim Settlement (the "**Reimbursement Costs**") no later than the Opening Time.

12 Restrictions, Waivers, Undertakings

- 12.1 All claims for unjust enrichment or similar claims of the Clearing Member or the ICM Client, if any, which may arise in connection with

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- (i) a Termination pursuant to Number 7.1, or Subpart B Number 6.1, if applicable, or a termination of all or some Client Clearing Transactions under the Client Clearing Agreement (however described); or
- (ii) an Interim Participation pursuant to Number 11

are excluded except if necessary to give effect to the economic intent of the Individual Clearing Model Provisions.

12.2 Upon satisfaction of the Interim Participation Conditions in accordance with Number 11.1.2 or the Immediate Re-Establishment Conditions in accordance with Number 11.2.2, neither the ICM Client nor the Clearing Member shall have any claim against Eurex Clearing AG under or in connection with terminated Covered Transactions.

12.3 Only Eurex Clearing AG may set off its Difference Claim against the Clearing Member with any other claim between the Clearing Member and Eurex Clearing AG.

12.4 Eurex Clearing AG shall be entitled to pay and the relevant ICM Client shall be entitled to collect the full amount of each claim that has been pledged or assigned for security purposes in the ICM Clearing Agreement to that ICM Client (as further set out in Number 8), irrespective of the actual value of the relevant secured claim and Section 1282 (1) Sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.

Upon any assigned or pledged claim being paid in full to the pledgee or assignee the respective pledged or assigned claim shall be considered satisfied vis-à-vis the relevant pledgor or assignor. Any regress claim in lieu of such payment may only be brought against the relevant pledgee or assignee. For the avoidance of doubt, any recourse against Eurex Clearing AG (except for Eurex Clearing AG as pledgee) in connection with such payment shall be excluded.

12.5 Any pledge granted by the Clearing Member over a specific claim in the ICM Clearing Agreement to the relevant secured party pursuant to Number 8 shall be upheld and remain unaffected if and to the extent title to such specific pledged claim has been assigned or otherwise transferred to the secured party under the Individual Clearing Model Provisions, unless and until such specific pledged claim has been satisfied. Section 1256 (1) Sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply and the pledgee shall at all times be protected by, and have a vested legal interest in the existence of, the relevant pledge.

12.6 Unless otherwise provided in the Individual Clearing Model Provisions and to the extent legally possible, neither party to the ICM Clearing Agreement shall assign or create any other security interest over, claims arising from the ICM Clearing Agreement. The Difference Claim pursuant to Number 7.3.2 and pursuant to Subpart B Number 6.3.2 is assignable; Section 401 BGB shall apply to any such assignment and the parties of the assignment shall ensure that this also is the case for any further assignment.

12.7 The exercise of retention rights (*Zurückbehaltungsrecht*) against any claims under the relevant Standard Agreement shall be prohibited.

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12.8 No party subject to the Individual Clearing Model Provisions shall be

- (i) required to satisfy any claims; or
- (ii) entitled to demand payment or delivery in respect of any claim

as a result of which, from an economic perspective, that would amount to a double payment or delivery or, as the case may be, to a receipt of the same amount twice by any party subject to the Individual Clearing Model Provisions.

13 **Default under the Relevant Agreement between the Clearing Member and the ICM Client, Termination of Relevant Transactions**

13.1 Each of the Clearing Member and the ICM Client is obliged to notify Eurex Clearing AG in text form or in writing promptly (i) if a Default with respect to the Clearing Member or the ICM Client under their Relevant Agreement has occurred and (ii) if, as a consequence of such a Default, all or only some of the Relevant Transactions between the Clearing Member and the ICM Client have been accelerated, terminated or otherwise closed-out. If Eurex Clearing AG initially received such a notice from the ICM Client, it shall request the Clearing Member to give notice to Eurex Clearing AG, confirming the content of such notice promptly. Eurex Clearing AG may make available to the Clearing Member a form of any such notice or confirmation notice pursuant to this provision in which case the Clearing Member is required to use such form only for its notice or confirmation notice to Eurex Clearing AG.

13.2 “**Default**” for the purpose of Number 13.1 means the applicable events of default and other termination events (however described) set out in the Relevant Agreement between the Clearing Member and the ICM Client, including with respect to the Clearing Member only the Termination Events pursuant to Number 7.2 of the General Clearing Provisions, and any event having a similar effect under applicable law.

13.3 Notwithstanding the occurrence of a Termination Date with respect to the relevant Clearing Member, any termination of Relevant Transactions between the Clearing Member and the ICM Client due to a Default will not terminate the relevant Covered Transactions between Eurex Clearing AG and the Clearing Member.

13.4 Following receipt by Eurex Clearing AG of a notice pursuant to Number 13.1 that all or only some of the Relevant Transactions between the Clearing Member and the ICM Client have been terminated under their Relevant Agreement by any party or by operation of law, the following applies with respect to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member, unless such Default occurs by reference to a Termination Date with respect to the relevant Clearing Member:

13.4.1 All Covered Transactions between Eurex Clearing AG and the Clearing Member shall without any further action be novated and be re-entered into under the Clearing Agreement pursuant to for the Elementary Clearing Model Provisions. The so novated original Covered Transactions shall be credited to a Clearing Member Own Account (unless Eurex Clearing AG is instructed otherwise by the Clearing Member) and shall

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constitute Own Transaction or Omnibus Transactions of the Clearing Member depending on whether they are booked to the Clearing Member Own Account or a Client Transaction Account of the Clearing Member.

13.4.2 All Redelivery Claims relating to Eligible Margin Assets in form of cash actually delivered in respect of Segregated Margin or Segregated Variation Margin by either party shall without any further action be novated and be re-established under the Clearing Agreement ~~pursuant to~~ for the Elementary Clearing Model Provisions.

13.4.3 All Eligible Margin Assets in form of Securities actually delivered in respect of the Segregated Margin by the Clearing Member shall, following receipt of any notice or confirmation notice, as the case may be, by the Clearing Member pursuant to Number 13.1, be transferred by Eurex Clearing AG to the Clearing Member and pledged by the Clearing Member to Eurex Clearing AG in accordance with the Elementary Clearing Model Provisions. For such purposes, Eurex Clearing AG shall instruct the Settlement Location to transfer Eligible Margin Assets in form of Securities actually delivered in respect of the Segregated Margin by the Clearing Member from the Securities Margin Account or the Eurex Clearing Securities Margin Account, respectively, to the relevant Pledged Securities Account which will then constitute Margin actually delivered pursuant to the Elementary Clearing Model Provisions. All Redelivery Claims of the Clearing Member against Eurex Clearing AG with respect to the transfer of equivalent Eligible Margin Assets in form of Securities actually delivered in respect of Segregated Margin shall be settled. Number 9 shall not apply.

13.4.4 In the case of the ICM-ECD Provisions, any residual Covered Transactions between the Clearing Member and the ICM Client shall without any further action be novated and be re-entered into under the Clearing Agreement ~~pursuant to~~ for the Elementary Clearing Model Provisions.

14 **Default Fund**

For the purpose of the Individual Clearing Model Provisions and in addition to Number 6 of the General Clearing Provisions, the following provisions apply to all Clearing Members and ICM Clients while acting as Interim Participant under the Clearing Conditions pursuant to Number 11.1:

- (i) All references in Number 6 of the General Clearing Provisions to Clearing Member include all ICM Clients while acting as Interim Participant under the Clearing Conditions;
- (ii) Number 6.1.2 Paragraph (2) of the General Clearing Provisions does not apply to ICM Clients while acting as Interim Participant under the Clearing Conditions;
- (iii) all contributions to the Default Fund of a Clearing Member with respect to which a Termination has occurred shall be available to cover the Default Fund Secured Claims with respect to the financial consequences and losses of any one or more Terminations that may occur with respect to any of its ICM Clients while any such ICM Client is an Interim Participant and references in Number 6.2.1 of the General

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Clearing Provisions to the Affected Clearing Member shall therefore include that Clearing Member and the ICM Client acting as Interim Participant provided that the contributions of the ICM Client acting as Interim Participant to the Default Fund shall be used first and only thereafter the contributions of that Clearing Member;

- (iv) Number 6.2 of the General Clearing Provisions does not apply to the ICM Client as Interim Participant with respect to the Termination relating to its Clearing Member and resulting in the application of Number 11.1; and
- (v) contributions of the ICM Client shall be released at least one month following the effective date of the Transfer Agreement referred to in Number 11.1.6, subject to Number 6.4 of the General Clearing Provisions which shall apply *mutatis mutandis*.

15 Specific Provisions regarding Eligible Margin Assets in form of Securities

15.1 Securities Income

15.1.1 Any payments of interest, dividends or other distributions in the form of Securities arising in relation to Securities that constitute Segregated Margin and are credited to the Securities Margin Account or ~~to~~ the relevant Eurex Clearing Securities Margin Account in respect of which no payment of consideration is required as well as any other rights arising in relation to Securities credited to the Securities Margin Account of a Clearing Member or to the relevant Eurex Clearing Securities Margin Account (such as bonus shares) (the "**Securities Income**") will be credited to the Securities Margin Account or to the relevant Eurex Clearing Securities Margin Account, respectively.

15.1.2 Securities Income credited to the Securities Margin Account or to the relevant Eurex Clearing Securities Margin Account constitutes Segregated Margin between Eurex Clearing AG and the Clearing Member and between the Clearing Member and the ICM Client (in the case of the ICM-ECD Provisions and, if the ~~relevant~~ Securities Margin Account or the ~~relevant~~ Eurex Clearing Securities Margin Account relates to Segregated Margin provided with respect to more than one ICM Client, only between the Clearing Member and the relevant ICM Client to which the specific customer identifier refers) and the relevant Redelivery Claims between such parties will be increased or, if any such Securities Income subsequently expires decreased accordingly.

15.1.3 Number 3.2.3 of the General Clearing Provisions applies accordingly if such Securities Income constitutes Non-Eligible Margin Assets.

15.2 Cash Income

Upon payment of any interest, dividends or other distributions in cash in relation to Securities or Equivalent Securities (as defined in Number 15.4.2), as the case may be, that constitute Segregated Margin and are credited to the Securities Margin Account of a Clearing Member or to the relevant Eurex Clearing Securities Margin Account (the "**Cash Income**"), Eurex Clearing AG shall pay to the Clearing Member a cash amount equivalent to and in the same currency as such Cash Income (net of any withholding or deduction) (the "**Equivalent Notional Cash Income**"). Following the credit of any Cash

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Income or Equivalent Notional Cash Income, as the case may be, by Clearstream Banking AG or Clearstream Banking S.A., as the case may be, directly to a designated cash account of the Clearing Member, Eurex Clearing AG's obligation to pay the relevant Equivalent Notional Cash Income to the Clearing Member shall be fulfilled. Number 9.1 applies upon receipt by the Clearing Member of the relevant Equivalent Notional Cash Income.

15.3 Information in relation to the Securities held in the Securities Margin Account or the Eurex Clearing Securities Margin Account

Eurex Clearing AG shall forward any and all information received, if any, in relation to Securities held in the relevant [Securities Margin Account or in the relevant](#) Eurex Clearing Securities Margin Account to the relevant Clearing Member.

The Clearing Member shall forward any information in relation to Securities held in the [relevant](#) Securities Margin Account or [in](#) the relevant Eurex Clearing Securities Margin Account it receives from Eurex Clearing AG, Clearstream Banking AG or Clearstream Banking S.A. to the ICM Client or Clearstream Banking S.A. to the ICM Client (provided that, if the relevant Securities Margin Account or the relevant Eurex Clearing Securities Margin Account relates to Segregated Margin provided with respect to more than one ICM Client, such information shall only be forwarded to the relevant ICM Client to which the specific customer identifier of such Securities refers).

15.4 No Obligation in relation to Corporate Actions

15.4.1 Where any voting rights or elections in relation to corporate actions (e.g. the exercise of subscription rights) have to be exercised in relation to any Securities provided as Segregated Margin, Eurex Clearing AG shall have no obligation in respect of the exercise of such voting rights or the exercise of such elections in relation to corporate actions to be made in accordance with the instructions of the Clearing Member and the Clearing Member shall have no obligation in respect of the exercise of such voting rights or the exercise of such elections in relation to corporate actions to be made in accordance with the instructions of the ICM Client.

15.4.2 In relation to Securities credited to the Securities Margin Account or to the relevant Eurex Clearing Securities Margin Account, Eurex Clearing AG (i) shall not exercise any voting or other rights resulting from such Securities; and (ii) shall, at all times, until the Termination Time on the Termination Date has occurred, keep such Securities or Equivalent Securities in the Securities Margin Account or [in](#) the relevant Eurex Clearing Securities ~~Margin~~-Margin Account, respectively. The term "**Equivalent Securities**" in this context means Securities with commercially the same features (*gleicher Art und Güte*) (which is usually reflected by the same securities identification number) and in the identical amount or number, as the case may be.

If the ICM Client wishes any voting rights to be exercised or to be exercised in a particular manner or any election with respect to a specific corporate action (e.g. the exercise of subscription rights) to be made or to be made in a particular manner, it must make use of the substitution right pursuant to Number 15.5 or the Relevant Agreement. The Clearing

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Member is solely responsible for monitoring the rights and obligations arising out of or accruing in connection with the Securities provided as Segregated Margin as well as for providing any (timely) request to substitute those Securities in order to be able to exercise such rights in person.

- 15.4.3 Eurex Clearing AG shall neither be under any obligations to exercise any subscription right resulting from Securities provided as Segregated Margin nor under any obligations to sell such subscription rights and any subscription right resulting from such Securities provided as Segregated Margin which has not been exercised by the end of the subscription period (e.g. because the relevant Securities have not been released to and exercised by the ICM Client) shall lapse without the ICM Client being entitled to any compensation.

15.5 Substitution of Eligible Margin Securities

The ICM Client may request from the Clearing Member, and the Clearing Member – following a request from the ICM Client – from Eurex Clearing AG, the return of Eligible Margin Assets in form of Securities equivalent to certain Securities actually delivered as Segregated Margin (the “**Return Margin Asset**”) in exchange for other Eligible Margin Assets, subject to the requirements set out in Number 5.3.5.

15.6 Indemnity from the Clearing Member and the ICM Client

- 15.6.1 The Clearing Member shall indemnify Eurex Clearing AG in respect of all obligations and/or costs and/or liabilities arising from or in connection with the Securities provided as Segregated Margin (including any rights arising therefrom such as subscription rights) that are imposed on Eurex Clearing AG as a consequence of Eurex Clearing AG’s ownership of rights or interests in such Securities (regardless of whether such claims are made by the respective issuer of such securities, other holders of such Securities or any third parties including any public or governmental authorities). The ICM Client shall indemnify the Clearing Member in respect of all liabilities of the Clearing Member resulting from the preceding sentence.
- 15.6.2 The provisions in this Number 15 do not impose on Eurex Clearing AG any fiduciary duties in relation to the Clearing Member or the ICM Client. Moreover, they do not impose any fiduciary duties on the Clearing Member in relation to the ICM Client.

15.7 Respective agreement between Clearing Member and ICM Client for ICM-CCD

The Clearing Member and the ICM Client agree to ensure compliance with the provisions of this Number 15 in the Client Clearing Agreement, if required, with regard to income on, or corporate actions in respect to, Eligible Margin Assets.

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16 Direct Segregated Margin Transfers and Direct Segregated Margin Retransfers

16.1 Direct Segregated Margin Transfers

- 16.1.1 The ICM Client may directly transfer to Eurex Clearing AG Eligible Margin Assets in the form of cash or Securities in respect of Segregated Margin (the “**Direct Segregated Margin Transfer**”) provided that a Direct Delivery Obligation (as defined in Number 16.1.4) exists. To the extent that such Direct Segregated Margin Transfer is made, such transfer will discharge (erfüllen) (i) the Margin Requirement (pursuant to Number 5.2) of the Clearing Member to Eurex Clearing AG in respect of the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member, (ii) in the case of the ICM-ECD Provisions, the obligation of the ICM Client to provide Segregated Margin (pursuant to Subpart B Number 4) to the Clearing Member in respect of the Corresponding Standard Agreement between the Clearing Member and the ICM Client or, as applicable, in the case of the ICM-CCD Provisions, the obligation of the ICM Client to provide Credit Support Margin to the Clearing Member pursuant to the corresponding Client Clearing Agreement and (iii) the Direct Delivery Obligation. In the event of a Direct Segregated Margin Transfer, title in the relevant Eligible Margin Assets shall pass directly from the ICM Client to Eurex Clearing AG.
- 16.1.2 Direct Segregated Margin Transfers may not be made by using Xemac.
- 16.1.3 A Direct Segregated Margin Transfer in the form of cash will be effected by Eurex Clearing AG, upon the request of the Clearing Member, by directly debiting an account of the ICM Client designated by the Clearing Member on behalf of the ICM Client for such purpose. The ICM Client and the Clearing Member shall ensure that all required instructions and authorisations are issued to or, as relevant, granted by any bank in order for such direct debit to become effective. Number 5.4 shall not apply to such Direct Segregated Margin Transfer of cash. The ICM Client, by entering into the ICM Clearing Agreement, irrevocably authorises the Clearing Member to designate on behalf of the ICM Client one account of the ICM Client per currency from which such direct debits shall be made and to issue the relevant instructions to the respective banks. The ICM Client shall issue all necessary instructions or authorisations to relevant banks to ensure the validity of such direct debits and provide evidence of such instructions or authorisations to Eurex Clearing AG upon request.
- 16.1.4 For purposes of the Direct Segregated Margin Transfer the ICM Client shall also have a direct obligation vis-à-vis Eurex Clearing AG to transfer to Eurex Clearing AG, when the obligation of the Clearing Member to provide Segregated Margin to Eurex Clearing AG has become due (*fällig*) and has not been discharged, Eligible Margin Assets in the same amount (the “**Direct Delivery Obligation**”). The Direct Delivery Obligation shall be reduced if and to the extent that (i) the ICM Client directly transfers Eligible Margin Assets to the Clearing Member in accordance with the terms of, in the case of the ICM-ECD Provisions, the Corresponding Standard Agreement between the Clearing Member and the ICM Client or, in the case of the ICM-CCD Provisions, in accordance with the terms of the corresponding Client Clearing Agreement and/or (ii) the Clearing Member directly transfers Eligible Margin Assets to Eurex Clearing AG in accordance with the terms of the

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Standard Agreement between the Clearing Member and Eurex Clearing AG. To the extent that the ICM Client performs the Direct Delivery Obligation, the second sentence of Number 16.1.1 applies.

- 16.1.5 The Direct Delivery Obligation and the obligation of the Clearing Member to provide Segregated Margin shall not constitute a joint and several liability (*keine Gesamtschuld*).
- 16.1.6 In the event that the ICM Client transfers Eligible Margin Assets to Eurex Clearing AG in accordance with Number 16.1.1, (A) the ICM Client shall not have any recourse claims against the Clearing Member as a result of such performance and (B) no claims of Eurex Clearing AG against the Clearing Member shall pass to the ICM Client as a result of such performance. In the event that the Clearing Member directly transfers Eligible Margin Assets to Eurex Clearing AG in accordance with Number 5.2 (A) the Clearing Member shall not have any recourse claims against the ICM Client as a result of such performance and (B) no claims of Eurex Clearing AG against the ICM Client shall pass to the Clearing Member as a result of such performance.
- 16.1.7 In the case of a Direct Segregated Margin Transfer in the form of Securities by using a Securities Margin Account [with Clearstream Banking AG](#), Numbers 5.1.2 to 5.1.4 shall apply *mutatis mutandis*, provided that (i) references to the Clearing Member shall be read as references to the ICM Client, (ii) references to the Securities Margin Account of the Clearing Member shall be read as references to the Securities Margin Account of the Clearing Member that is referable to the ICM Client, (iii) in the case of a transfer of Securities in the form of book-entry securities, the instruction by the ICM Client shall (either directly or indirectly through any securities depository bank, custodian, central securities depository or otherwise) constitute an offer to Eurex Clearing AG for the assignment of the claim for surrender (*Abtretung des Herausgabeanspruchs*) against Clearstream Banking AG or the relevant other depository bank, custodian or central securities depository of the ICM Client; and (iv) in the case of a transfer of Securities in the form of co-ownership interests, the instruction shall be given by the ICM Client (either directly or indirectly through any securities depository bank, custodian, central securities depository or otherwise), and possession shall pass by means of constituting a bailment (*Begründung eines Besitzmittlungsverhältnisses*) between Clearstream Banking AG and Eurex Clearing AG and by modification of the bailment intention (*Besitzmittlungswillen*) of Clearstream Banking AG regarding the fractions to be transferred. The transfer of possession is completed when the ICM Client's instruction resulted in a debit entry into the ICM Client's custody account and a credit entry regarding the respective co-ownership interests in the Securities Margin Account of the Clearing Member that is referable to the ICM Client.

In the case of a Direct Segregated Margin Transfer in the form of Securities to a Eurex Clearing Securities Margin Account [with Clearstream Banking S.A.](#), Number 5.1.5 shall apply *mutatis mutandis*, provided that references to the Clearing Member shall be read as references to the ICM Client.

By entering into the relevant ICM Clearing Agreement, Eurex Clearing AG, the Clearing Member and the ICM Client expressly agree that, in the event of a Direct Segregated

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Margin Transfer, title in the relevant assets shall pass directly from the ICM Client to Eurex Clearing AG. The ICM Client shall, through its relevant securities depository bank or custodian, a central securities depository or otherwise, procure that an instruction for such transfer to the relevant Securities Margin Account or to the relevant Eurex Clearing Securities Margin Account will be given.

- 16.1.8 Any Direct Segregated Margin Transfer shall only create (or, as applicable, increase) a Relevant Redelivery Claim of the ICM Client against the Clearing Member and a Redelivery Claim of the Clearing Member against Eurex Clearing AG and shall (without prejudice to the Direct Redelivery Obligation (as defined in Number 16.2.3)) not result in any Redelivery Claims of the ICM Client against Eurex Clearing AG.
- 16.1.9 The Clearing Member and the ICM Client may agree on a bilateral basis to narrow down the types of Eligible Margin Assets that can be transferred by the ICM Client to Eurex Clearing AG by way of a Direct Segregated Margin Transfer.

16.2 Direct Segregated Margin Retransfer

- 16.2.1 In respect of any Redelivery Claim of the Clearing Member with respect to Segregated Margin, Eurex Clearing AG may and, if so instructed by the Clearing Member in the relevant ICM Clearing Agreement, shall, make direct payments to the ICM Client or directly transfer to the ICM Client the relevant assets, (the “**Direct Segregated Margin Retransfer**”) provided that a Direct Redelivery Obligation (as defined in Number 16.2.3) exists. To the extent that such Direct Segregated Margin Retransfer is made, such transfer will discharge (*erfüllen*) (i) the Redelivery Claim of the Clearing Member against Eurex Clearing AG in respect of the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member, (ii) the Relevant Redelivery Claim of the ICM Client against the Clearing Member with respect to Segregated Margin or Credit Support Margin, as applicable, and (iii) the Direct Redelivery Obligation. In the event of a Direct Segregated Margin Retransfer, no title in the relevant asset shall pass through the Clearing Member.
- 16.2.2 Direct Segregated Margin Retransfers may not be made (i) after Eurex Clearing AG has received a notice pursuant to Number 13 of a Default (as defined in Number 13.2) of the relevant ICM Client and (ii) by using Xemac.
- 16.2.3 For purposes of the Direct Segregated Margin Retransfer Eurex Clearing AG shall also have a direct obligation vis-à-vis the ICM Client to transfer to the ICM Client, whenever a Relevant Redelivery Claim of the ICM Client against the Clearing Member with respect to Segregated Margin or Credit Support Margin, as applicable, has become due (*fällig*) and has not been discharged and if and to the extent that a corresponding Redelivery Claim of the Clearing Member against Eurex Clearing AG is due (*fällig*) and has not been discharged, the relevant Eligible Margin Assets in such amount (the “**Direct Redelivery Obligation**”). The Direct Redelivery Obligation shall be reduced if and to the extent that (i) Eurex Clearing AG directly transfers Eligible Margin Assets to the Clearing Member in performance of the corresponding Redelivery Claim of the Clearing Member in accordance with the terms of the Standard Agreement between Eurex Clearing AG and the Clearing Member and/or (ii) the Clearing Member directly transfers Eligible Margin

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Assets to the ICM Client in performance of the Relevant Redelivery Claim of the ICM Client in accordance with the terms of the Corresponding Standard Agreement or the corresponding Client Clearing Agreement, respectively, between the Clearing Member and the ICM Client. To the extent that Eurex Clearing AG performs the Direct Redelivery Obligation, the second sentence of Number 16.2.1 applies.

Any Direct Redelivery Obligation of Eurex Clearing AG in respect of Eligible Margin Assets (a) in the form of Securities shall already be discharged if a credit entry in relation to such Securities is made into a custody account of the ICM Client's securities depository bank, custodian or central securities depository that has been mandated by the ICM Client (irrespective of a credit entry in the custody account of the ICM Client) and (b) in the form of cash shall already be fulfilled if a credit entry in relation to such cash is made into a cash account of the ICM Client's correspondent bank that has been mandated by the ICM Client (irrespective of a credit entry in the cash account of the ICM Client). Any consequences of errors in the recording or on-transfer incurred by the correspondent bank, securities depository bank, custodian or central securities depository that has been mandated by the ICM Client shall be borne by the ICM Client.

For the avoidance of doubt, the Direct Redelivery Obligation shall lapse if the relevant Redelivery Claim of the Clearing Member against Eurex Clearing AG ceases to exist and the Direct Redelivery Obligation shall not be taken into account in the determination or valuation of any Difference Claim, Relevant Difference Claim, Regress Claim or Shortfall Claim.

- 16.2.4 The Direct Redelivery Obligation and the Redelivery Claim of the ICM Client against the Clearing Member shall not constitute a joint and several liability (*keine Gesamtschuld*).
- 16.2.5 In the event that Eurex Clearing AG transfers Eligible Margin Assets to the ICM Client in performance of the Direct Redelivery Obligation, (a) Eurex Clearing AG shall not have any recourse claims against the Clearing Member as a result of such performance and (b) no claims of the ICM Client against the Clearing Member shall pass to Eurex Clearing AG as a result of such performance. In the event that the Clearing Member directly transfers Eligible Margin Assets to the ICM Client in performance of the Relevant Redelivery Claim of the ICM Client in accordance with the terms of the Corresponding Standard Agreement or corresponding Client Clearing Agreement, respectively, between the Clearing Member and the ICM Client, (a) the Clearing Member shall not have any recourse claims against Eurex Clearing AG as a result of such performance and (b) no claims of the ICM Client against Eurex Clearing AG shall pass to the Clearing Member as a result of such performance.
- 16.2.6 The ICM Client, by entering into an ICM Clearing Agreement, accepts in advance any offer by Eurex Clearing AG to transfer to the ICM Client any assets (that are credited to the [relevant](#) Securities Margin Account of the Clearing Member ~~that is referable to the ICM Client or are credited to or~~ the relevant Eurex Clearing Securities Margin Account ~~and refer that refers~~ to the ICM Client) by way of a Direct Segregated Margin Retransfer. [With respect to a transfer governed by German law](#), Section 151 BGB applies. The parties to the relevant ICM Clearing Agreement expressly agree that, in the event of a

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Direct Segregated Margin Retransfer, no title in the relevant asset shall pass through the Clearing Member.

16.3 Sub Pools

In case the Sub Pool Provisions apply, Number 16.1 and 16.2 shall apply mutatis mutandis per Segregated Internal Margin Account.

17 Additional Confirmation vis-à-vis Irish Clearing Members

The ICM Client acting as ~~Non-Clearing Member~~ [DC Market Participant](#) acknowledges and accepts that as all payments and deliveries of cash and financial instruments by it to an Irish Clearing Member as collateral with respect to Covered Transactions, Margin Calls and Redelivery Claims are made as full title transfers to the Irish Clearing Member, such assets will not constitute the holding of client funds or client financial instruments, within the meaning of Regulation 158 of the European Communities (Markets in Financial Instruments) Regulations 2007, as amended, or the client asset requirements issued pursuant to those regulations, by the Irish Clearing Member.

18 Undertakings by Clearing Member and ICM Client

- 18.1 Each of the Clearing Member and the ICM Client undertakes (i) not to create any security interests or charges over the Difference Claim or the Relevant Difference Claim and (ii) not to assign the Difference Claim or the Relevant Difference Claim, in each case other than pursuant to the Individual Clearing Model Provisions:
- 18.2 The Clearing Member undertakes not to assign, encumber, receive the proceeds of or otherwise deal with its rights under any Relevant Transactions otherwise than in accordance with the Individual Clearing Model Provisions.
- 18.3 To the extent required or expedient under its national laws, the Clearing Member and/or an ICM Client (in particular, a Clearing Member or an ICM Client established under Irish, English, Scottish or Welsh law) will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted or to be granted pursuant to or in accordance with this Subpart A and will evidence the due filing and registration of such security interest under this Subpart A to Eurex Clearing AG.
- 18.4 The ICM Client undertakes to inform Eurex Clearing AG and the Security Trustee, if Eurex Clearing AG, the Security Trustee and the Clearing Member have entered into the Security Trust Agreement, without undue delay after any Client Clearing Termination Claim has been determined, of the amount of such Client Clearing Termination Claim.

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Part 3 Subpart B: ICM-ECD Provisions

1 Application

These Numbers 1 through 6 of Subpart B shall apply with respect to Transactions between the Clearing Member and such ICM Client under the ICM Clearing Agreement for ICM-ECD.

2 Content of ICM Clearing Agreement, the Standard Agreement between Clearing Member and ICM Client

2.1 Construction

2.1.1 Any Transaction between the Clearing Member and the ICM Client under the relevant ICM Clearing Agreement for ICM-ECD shall be a **“Covered Transaction”** between such parties for the purpose of these Individual Clearing Model Provisions. Any Covered Transaction between the Clearing Member and the ICM Client which corresponds to a Covered Transaction between Eurex Clearing AG and such Clearing Member under the same ICM Clearing Agreement for ICM-ECD shall be a **“Corresponding Covered Transaction”**.

2.1.2 All rights and obligations between the Clearing Member and the ICM Client with respect to Corresponding Covered Transactions shall for the purpose of these Clearing Conditions constitute a separate arrangement (hereinafter a **“Standard Agreement”** and with respect to the corresponding Standard Agreement between Eurex Clearing AG and such Clearing Member, the **“Corresponding Standard Agreement”**). If the ICM Client is a Relevant Fund or Relevant Fund Segment acting through an Authorised Manager, (i) all rights and obligations between the Clearing Member and that Relevant Fund or Relevant Fund Segment with respect to Corresponding Covered Transactions as well as (ii) all rights and obligations between Eurex Clearing AG and the Clearing Member with respect to Covered Transactions corresponding to the Corresponding Covered Transactions described in (i) shall each constitute a separate Standard Agreement.

References in these Individual Clearing Model Provisions to a Standard Agreement or Corresponding Standard Agreement shall be construed so as to exclude a Standard Agreement pursuant to the Elementary Clearing Model Provisions, the **ICM for Specified Clients-ISA** Provisions and the Basic Clearing Member Provisions, if any.

2.1.3 All Corresponding Covered Transactions and all Redelivery Claims between the Clearing Member and the ICM Client arising pursuant to the Individual Clearing Model Provisions (as defined and set out in Subpart A Number 2.2.3), together the **“Covered Claims”**, form a single agreement between the parties to the relevant Corresponding Standard Agreement and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to provisions in this Chapter I on the termination of individual Covered Transactions) can be terminated only in its entirety.

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2.1.4 The Clearing Member and the ICM Client may agree on additional terms to their Corresponding Standard Agreement to the extent those additional terms do not deviate from the ICM Clearing Agreement for ICM-ECD (incorporating the Clearing Conditions). Any such additional agreement shall form part of that Corresponding Standard Agreement and, in the event of any inconsistencies between any such additional agreement (as amended from time to time) and the ICM Clearing Agreement for ICM-ECD (incorporating the Clearing Conditions), the ICM Clearing Agreement for ICM-ECD and the Clearing Conditions shall always prevail.

2.2 **General Principles applicable to the Settlement of Covered Transactions and any Delivery and Redelivery of Segregated Margin or Segregated Variation Margin**

Subpart A Numbers 2.2.1 through 2.2.4 shall apply to the Corresponding Standard Agreement between the Clearing Member and the ICM Client pursuant to the Individual Clearing Model Provisions, provided that the Clearing Member shall – subject to the occurrence of a Termination Date – be the determining party for the purposes of the Segregated Margin and Segregated Variation Margin and the determination of an aggregate value pursuant to Subpart A Number 2.2.4.

3 **Conclusion of Transactions between Clearing Member and ICM Client**

Corresponding Covered Transactions shall be concluded pursuant to Number 1.2.2 of the General Clearing Provisions.

4 **Segregated Margin between Clearing Member and ICM Client**

The Clearing Member is required to separately demand cover from the ICM Client for all Corresponding Covered Transactions in an amount not less than the applicable Default Margin Requirement (the “**Segregated Margin**”). The Clearing Member and the ICM Client agree individually on further details on the delivery and redelivery of Segregated Margin.

Subpart A Number 5.3.5 applies mutatis mutandis to Redelivery Claims of the ICM Client against the Clearing Member in accordance with the margin requirement for Segregated Margin agreed between the Clearing Member and the ICM Client.

5 **Segregated Variation Margin between Clearing Member and ICM Client**

5.1 **General Obligation to provide Segregated Variation Margin**

If Subpart A Number 6 applies to Covered Transactions between Eurex Clearing AG and the Clearing Member, the Clearing Member is also required to separately demand or provide (additional) cover in respect of the relevant daily profits and losses from or to the ICM Client in respect of the Corresponding Covered Transactions in an amount not less than the Segregated Variation Margin Requirement (as defined in Subpart A Number 6.2) applicable from time to time (the “**Segregated Variation Margin**”).

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Only Eligible Margin Assets in the form of cash shall be delivered as cover in respect of Segregated Variation Margin. Subpart A Number 5.3.2 applies mutatis mutandis.

5.2 Redelivery Claim

Eligible Margin Assets actually delivered in the form of cash in respect of the Segregated Variation Margin by the Segregated Variation Margin Provider (as defined in Subpart A Number 6.2) will give rise to or increases a Redelivery Claim of such party against the Segregated Variation Margin Taker (as defined in Subpart A Number 6.2) in accordance with Subpart A Number 2.2.3. Subpart A Number 6.3 second and third sub-paragraph shall apply mutatis mutandis under the Corresponding Standard Agreement.

6 Termination, Consequences of a Termination between Clearing Member and ICM Client

6.1 Termination

6.1.1 Upon the occurrence of a Termination Event or Insolvency Termination Event and a Termination Date (each as defined in Number 7.2 of the General Clearing Provisions) with respect to the Clearing Member either a Termination Payment pursuant to this Number 6 shall become due or a Re-Establishment pursuant to Subpart A Number 11 shall occur with regard to the Corresponding Standard Agreement. A Termination under such Corresponding Standard Agreement pursuant to this Number 6 corresponds to the Termination with regard to the relevant Standard Agreement between Eurex Clearing AG and the Clearing Member pursuant to Subpart A Number 7.

6.1.2 It is the responsibility of the Clearing Member and the ICM Client to agree on the relevant provisions regarding the termination of the Corresponding Standard Agreement with respect to the ICM Client on a bilateral basis.

6.2 Limitation or Suspension of Clearing

If Eurex Clearing AG becomes aware of a Termination Event, Eurex Clearing AG may limit or suspend the Clearing of new Covered Transactions in accordance with Subpart A Number 7.2.

6.3 Consequences of a Termination

If a Termination Date has occurred with respect to the Clearing Member, the following provisions shall apply.

6.3.1 Termination of Covered Claims

Without prejudice to the following provisions of this Number 6.3, all current and future primary obligations (including payment and delivery obligations) of each party under the Corresponding Standard Agreement arising from Covered Claims shall expire (*auflösende Bedingung*) as of the Termination Time and shall no longer be required to be performed by the relevant obligor. Further all due but unsatisfied obligations to deliver Segregated Margin and Segregated Variation Margin under the Corresponding Standard

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Agreement shall expire (*auf lösende Bedingung*) as of the Termination Time. The expiration affects all claims arising from Corresponding Covered Transactions independently of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected in the Difference Claim (as defined in Number 6.3.2 below), subject to and in accordance with Number 7.3 of the General Clearing Provisions.

6.3.2 Difference Claim

With regard to the relevant Corresponding Standard Agreement referred to in Number 6.3.1, the difference claim which was created by the signing of the ICM Clearing Agreement for ICM-ECD shall become unconditional and immediately due in the Termination Currency from one party to the relevant Corresponding Standard Agreement to the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Liquidation Price Approach (i) if no IP Election or Immediate Re-Establishment Election is made within the ICM Porting Election Period, (ii) if an IP Election is made within the ICM Porting Election Period but the Interim Participation Conditions are not satisfied by the expiry of the ICM Porting Period, or (iii) if an Immediate Re-Establishment Election is made within the ICM Porting Election Period but the Immediate Re-Establishment Conditions are not satisfied by the expiry of the ICM Porting Period. If either (i) the Interim Participation Conditions or, as the case may be, (ii) the Immediate Re-Establishment Conditions are satisfied by the expiry of the ICM Porting Period, such difference claim shall become unconditional and immediately due in the Termination Currency from one party to the relevant Standard Agreement to the respective other party as of the Opening Time and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Exchange Price Approach. Each such claim shall be a “**Difference Claim**”.

To determine the Difference Claim, the ICM Client will use the determinations notified to it by Eurex Clearing AG pursuant to Subpart A Number 7.3.2.

6.3.3 Payment of Difference Claim

- (1) Unless either (i) an IP Election is made within the ICM Porting Election Period and the Interim Participation Conditions are satisfied by the expiry of the ICM Porting Period or (ii) an Immediate Re-Establishment Election is made within the ICM Porting Election Period and the Immediate Re-Establishment Conditions are satisfied by the expiry of the ICM Porting Period, such party to the relevant Corresponding Standard Agreement which is the obligor of the Difference Claim shall be obliged to pay the determined amount of the Difference Claim to the other party as soon as reasonably practicable following the notification by the determining party of the payable amount.

If and to the extent upon enforcement of the ICM Client's pledge over or assignment for security purposes of the relevant Difference Claim between Eurex Clearing AG and the Clearing Member such Difference Claim between Eurex Clearing AG and the Clearing Member has been discharged in accordance with Subpart A

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Number 7.3.3 Paragraph (1) by delivery of Securities to the ICM Client, the Difference Claim between the Clearing Member and the ICM Client pursuant to this Number 6.3.2 as well as, the Shortfall Claim pursuant to Subpart A Number 10.1 shall be discharged in the value of the so delivered Securities as of such time.

- (2) The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate applicable to the currency of the Difference Claim.

6.4 Post Settlement

Following the Termination Date and prior to the end of the Last Valuation Date or the Opening Time, as the case may be, payment and delivery claims arising under Corresponding Covered Transactions which were due and enforceable but unsettled at the Termination Date or will become due and enforceable prior to the end of the Last Valuation Date or the Opening Time, as the case may be and for which a binding valid and irrevocable settlement has occurred between the ICM Client and the Clearing Member shall for the purpose of the Difference Claim be disregarded and deemed to have been settled (the “**Post Settlement**”).

6.5 Cash Settlement of a Liquidation Group

6.5.1 Consequences of Cash Settlement of a Liquidation Group

If a Liquidation Group Cash Settlement Time has occurred with respect to the Relevant Liquidation Group, the following provisions shall apply with respect to Corresponding Covered Transactions of Covered Transactions being Liquidation Group Transactions (“**Corresponding Liquidation Group Covered Transactions**”):

All current and future primary obligations (including payment and delivery obligations) of each party under the relevant Corresponding Standard Agreement arising from Corresponding Liquidation Group Covered Transactions and all Redelivery Claims relating to the Variation Margin with respect to such Corresponding Liquidation Group Transactions shall expire (*auflösende Bedingung*) as of the Liquidation Group Cash Settlement Time and shall no longer be required to be performed by the relevant obligor. Further all due but unsatisfied obligations to deliver Variation Margin under the Corresponding Standard Agreement with respect to Corresponding Liquidation Group Covered Transactions shall expire (*auflösende Bedingung*) as of Liquidation Group Cash Settlement Time. The expiration affects all claims arising from Corresponding Liquidation Group Covered Transactions independently of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the Corresponding Liquidation Group Difference Claim (as defined in Number 6.5.2. below).

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6.5.2 Corresponding Liquidation Group Difference Claim

With regard to the relevant Corresponding Standard Agreement referred to in Number 6.3.1, the difference claim related to the Relevant Liquidation Group which was created by the signing of the ICM Clearing Agreement for ICM-ECD shall become unconditional and immediately due in the Termination Currency from one party to the relevant Corresponding Standard Agreement to the respective other party as of the end of the Liquidation Group Cash Settlement Date (each such claim shall be a “**Corresponding Liquidation Group Difference Claim**”).

To determine the Difference Claim, the Clearing Member will use the determinations notified to it by Eurex Clearing AG pursuant to Number 7.5.4 ~~paragraph~~ [Paragraph](#) (3) of the General Clearing Provisions.

6.5.3 Payment of Corresponding Liquidation Group Difference Claim

Such party to the relevant Corresponding Standard Agreement which is the obligor of the Liquidation Group Difference Claim shall be obliged to pay the determined amount to the other party as soon as reasonably practicable following the notification by the Clearing Member of the payable amount.

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Part 3 Subpart C: ICM-CCD Provisions

1 Application

These Numbers 1 through 5 shall apply with respect to the Transactions between the Clearing Member and the ICM Client under a Client Clearing Agreement for ICM-CCD.

2 Conditions for Participation

2.1 Client Clearing Agreement

2.1.1 In order to participate in the Clearing of Transactions under the ICM-CCD Provisions, the Clearing Member and the ICM Client must have entered into a Client Clearing Agreement as of the time of the execution of the ICM Clearing Agreement for ICM-CCD (the “**Client Clearing Agreement**”) which must conform to the requirements on an Eligible Client Clearing Agreement as defined in Number 2.1.2 below.

2.1.2 A Client Clearing Agreement is an “**Eligible Client Clearing Agreement**” if it meets the following requirements:

- (1) **Governing Law:** The Client Clearing Agreement must be governed by English law or German law.
- (2) **Transactions:** Upon conclusion of a Covered Transaction between Eurex Clearing AG and the Clearing Member in accordance with these Individual Clearing Model Provisions, the Clearing Member and the ICM Client shall enter at the same time into a separate transaction on identical terms under the Client Clearing Agreement by reference to such Covered Transaction between Eurex Clearing AG and the Clearing Member (herein referred to as the “**Client Clearing Transaction**”) and together with all other separate Client Clearing Transactions under such Client Clearing Agreement corresponding to Covered Transactions between Eurex Clearing AG and the Clearing Member under the ICM Clearing Agreement for ICM-CCD, the “**Client Clearing Transactions**”).

Upon any amendment, modification, transfer or termination of a Covered Transaction between Eurex Clearing AG and the Clearing Member, the Clearing Member and the ICM Client shall agree in advance that the related Client Clearing Transaction shall be amended, modified, transferred or terminated accordingly by reference to such Covered Transaction.

- (3) **Margin:** The Clearing Member is required to demand from the ICM Client separate cover for all Client Clearing Transactions in an amount not less than the applicable Default Margin Requirement (the “**Credit Support Margin**”). Securities Income shall increase the Credit Support Margin in accordance with Subpart A Number 16.1.2.
- (4) **Variation Margin:** The Clearing Member is further required to demand from or to provide to the ICM Client (additional) separate cover in respect of the relevant daily

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profits and losses in respect of all such Client Clearing Transactions corresponding to Covered Transactions which are subject to a Segregated Variation Margin Requirement (as defined in Subpart A Number 6.2) in an amount not less than the Segregated Variation Margin Requirement applicable from time to time pursuant to these Individual Clearing Model Provisions (the “**Credit Support Variation Margin**”).

- (5) **Eligible Margin Assets:** Eligible assets to be provided as cover are (i) in respect of the Credit Support Margin, such currency amounts and such Securities accepted by Eurex Clearing AG from the Clearing Member under the Clearing Conditions in respect of the Segregated Margin and (ii) in respect of the Credit Support Variation Margin, such currency amounts accepted by Eurex Clearing AG from the Clearing Member under the Clearing Conditions in respect of the Segregated Variation Margin (herein also referred to as “**Eligible Margin Assets**”).
- (6) **Transfer Principles, Forwarding Obligation of Clearing Member:** Any Eligible Margin Assets in respect of the separate Credit Support Margin and separate Credit Support Variation Margin as well as any payment and settlement of Client Clearing Transactions must be delivered or redelivered in accordance with the principles set out in Subpart A Numbers 2.2.1, 2.2.2 and 2.2.4 and/or in Subpart A Number 17 (with regard to the direct transfer mechanism for delivery and, if selected in the ICM Clearing Agreement, for redelivery of Credit Support Margin). Further, any Credit Support Margin or Credit Support Variation Margin shall not be segregated as client money.

In addition, the Client Clearing Agreement must ensure compliance with the Clearing Member's forwarding obligations pursuant to Subpart A Number 9.

- (7) **Close-out Netting:** Upon the occurrence of a Termination Event, Insolvency Termination Event and a Termination Date with respect to the Clearing Member under the Clearing Conditions, the Clearing Member and the ICM Client agree by reference to such Termination Event, Insolvency Termination Event and Termination Date, however described under the Client Clearing Agreement (hereinafter a “**Client Clearing Termination Event**”), on a separate termination and on a separate, legally valid and enforceable close-out netting of all Client Clearing Transactions entered into under such Client Clearing Agreement, taking into account all Credit Support Margin and Credit Support Variation Margin actually delivered, and resulting in a separate difference claim owed by either party.

It must be legally ensured that such difference claim (i) arises and becomes due and enforceable at the same time as the Difference Claim under Subpart A Number 7.3.2 of these Individual Clearing Model Provisions, (ii) is not contingent, (iii) is determined by reference to the values of the corresponding terminated Covered Transactions between Eurex Clearing AG and the Clearing Member and the values of the corresponding equivalent Eligible Margin Assets subject to the expired Redelivery Claims under the corresponding Standard Agreement between Eurex Clearing AG and the Clearing Member (determined in accordance with the Clearing Conditions), (iv) is denominated in the Clearing Currency (using the same currency exchange

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methods as applied by Eurex Clearing AG) and (v) shall be payable in accordance with Subpart A Number 7.3.3 Paragraph (1). The resulting difference claim is herein referred to as the “**Client Clearing Termination Claim**”.

Subject to the requirements of the applicable laws, the forgoing must not apply to the occurrence of a close-out netting following a default by the ICM Client under the Client Clearing Agreement (however described in the Client Clearing Agreement).

- (8) **No Security Interests over, no Assignment and set-off of Client Clearing Termination Claim:** The Client Clearing Termination Claim must at any time not be subject to any security interests or charges (other than pursuant to these Individual Clearing Model Provisions). An assignment of the Client Clearing Termination Claim (other than pursuant to these Individual Clearing Model Provisions) and a set-off with any other payment claims between the Clearing Member and the ICM Client (other than pursuant to these Individual Clearing Model Provisions) arising under any agreement, statutory provisions or otherwise must be prohibited (in the case of statutory provisions, to the extent possible under applicable law), provided that the ICM Client may assign or set-off its Client Clearing Termination Claim against the Clearing Member if and to the extent a Re-Establishment has not occurred pursuant to Subpart A Number 11.

- 2.1.3 If the ICM Client is a Relevant Fund or Relevant Fund Segment acting through an Authorised Manager, the Client Clearing Agreement must constitute a separate Client Clearing Agreement between the Clearing Member and each Relevant Fund or Relevant Fund Segment that meets the requirements of an Eligible Client Clearing Agreement. All rights and obligations between Eurex Clearing AG and the Clearing Member with respect to Covered Transactions corresponding to the Client Clearing Transactions between the Clearing Member and each Relevant Fund or Relevant Fund Segment shall constitute a separate Standard Agreement.

2.2 Governing Documentation

Client Clearing Transactions will be governed solely by the Client Clearing Agreement and not by the ICM Clearing Agreement. The **Client Clearing Agreement** is not a Standard Agreement or Corresponding Standard Agreement for the purposes of the Clearing Conditions.

2.3 Interpretation

For the purposes of these ICM-CCD Provisions, the term “**separate**” means with respect to a Client Clearing Agreement and the requirements under Number 2.1.2 that (i) an agreement, a transaction, a margin, a legal consequence, an amount, a right or claim expressly relates to or is expressly entered into, shall occur, is made or raised between the Clearing Member and the ICM Client by reference to the Clearing of Covered Transactions pursuant to these Individual Clearing Model Provisions and (ii) expressly excludes – and therefore any of the definitions used in this Subpart C will not comprise - any agreement, transaction, margin, legal consequence, amount, right or claim relating to, or entered into, occurred, caused, made or raised between the Clearing Member and

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the ICM Client with respect to any other cleared or non-cleared transactions between such parties of whatever nature.

2.4 Responsibility for Client Clearing Agreement

It is the responsibility of the Clearing Member and the ICM Client to ensure compliance of their Client Clearing Agreement with the requirements on an Eligible Client Clearing Agreement. Eurex Clearing AG will verify compliance with these requirements in its own interest and not on behalf or for the benefit of the Clearing Member or ICM Client and will not assume any corresponding liability.

2.5 Publication of Market Standard Client Clearing Agreements

Eurex Clearing AG will publish market standard templates of Eligible Client Clearing Agreements (each a "**Market Standard Client Clearing Agreement**") on its website (www.eurexclearing.com).

3 Specific Obligations

3.1 Audit of Client Clearing Agreement

- (1) Eurex Clearing AG may require the Clearing Member or the ICM Client to provide a copy of their Client Clearing Agreement in order to verify whether the requirements on an Eligible Client Clearing Agreement are met.
- (2) If the respective Client Clearing Agreement is not a Market Standard Client Clearing Agreement, Eurex Clearing AG may request the Clearing Member to provide a legal opinion from a counsel of recognised standing regarding the fulfilment of the requirements on an Eligible Client Clearing Agreement by the specific Client Clearing Agreement and on the validity of its provisions.
- (3) Eurex Clearing AG is entitled to reasonably request an updated legal opinion pursuant to Paragraph (2), in particular in the case of a change in law or interpretation of applicable laws or within regular or customary periods of time.

3.2 Notifications by the Clearing Member or the ICM Client

The Clearing Member or the ICM Client is obliged to promptly notify Eurex Clearing AG if any of the following events occurs:

- (1) non-compliance of the Client Clearing Agreement with the requirements on an Eligible Client Clearing Agreement pursuant to Number 2.1.2 following an amendment of its terms,
- (2) a Client Clearing Transaction is no longer identical in its (economic) terms to the corresponding Covered Transaction, or

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- (3) it becomes aware of any material changes in law or legal interpretation of the opinions or of the reasoning given in the legal opinions pursuant to Number 3.1 Paragraphs (2) and (3).

3.3 Closing or Transfer of single Covered Transactions in the case of discrepancy

If (i) a Client Clearing Transaction has been terminated, closed or has become subject to an unwind by agreement between the Clearing Member and the ICM Client (other than by reason of a Default as defined under Subpart A Number 14.2) (ii) or a Client Clearing Transaction is no longer identical in its (economic) terms to the corresponding Covered Transaction, the Clearing Member shall instantly close or transfer and novate the corresponding Covered Transactions into a Transaction under the Clearing Agreement pursuant to ~~for~~ the Elementary Clearing Model Provisions.

3.4 Right to Refuse Payment of the Difference Claim in the case of Non-Compliance

Eurex Clearing AG is entitled to refuse performance of the Difference Claim of the Clearing Member against Eurex Clearing AG pursuant to Subpart A Number 7.3.2 vis-à-vis the Clearing Member and the ICM Client and/or the Security Trustee, as applicable, as security taker as long as Eurex Clearing AG has not received from the relevant claiming party either a confirmation that the Client Clearing Agreement and the Client Clearing Termination Claim fulfils the respective requirements on an Eligible Client Clearing Agreement or any other evidence to the satisfaction of Eurex Clearing AG that it is entitled to claim performance from Eurex Clearing AG.

4 Client Clearing Agreement, Representations and Liability

4.1 Each of the Clearing Member and the ICM Client, severally but not jointly, represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that the Client Clearing Agreement has been correctly described in the ICM Clearing Agreement for ICM-CCD and fulfils the requirements on an Eligible Client Clearing Agreement during the entire term of the ICM Clearing Agreement.

4.2 Each of the Clearing Member and the ICM Client undertakes individually and separately towards Eurex Clearing AG to indemnify Eurex Clearing AG against, and compensate Eurex Clearing AG for, any damages, losses, claims, taxes, costs, charges or fees, if any, that may have occurred as a result of a non-compliance of their Client Clearing Agreement with the requirements on an Eligible Client Clearing Agreement.

5 Conflicting Arrangements, Right to request amendment of Client Clearing Agreement

5.1 In case of any inconsistency between the provisions of the ICM Clearing Agreement for ICM-CCD and/or the Clearing Conditions and the provisions of the Client Clearing Agreement specified in the ICM Clearing Agreement for ICM-CCD (as amended), the following applies:

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- (1) the provisions of the ICM Clearing Agreement for ICM-CCD (including all specified provisions of the Clearing Conditions) will prevail;
- (2) Subpart A and Subpart C of this Part 3 as a whole will prevail,
- (3) to the extent that the ICM Clearing Agreement for ICM-CCD specifies that the ICM Client acts as ~~Non-Clearing Member~~ [DC Market Participant](#) with respect to a Transaction Type, the obligations and rights of a ~~Non-Clearing Member~~ [DC Market Participant](#) under the Clearing Conditions will prevail if and to the extent they relate to mandatory exchange rules or mandatory statutory provisions, and
- (4) the product specific terms of the Clearing Conditions will prevail if and to the extent a mismatch exists between the terms of a Covered Transaction and the corresponding Client Clearing Transaction.

5.2 If the Client Clearing Agreement is in breach of the requirements on an Eligible Client Clearing Agreement, the provisions of Subpart B of this Part 3 shall prevail to the extent of any inconsistency between Subpart B and the Client Clearing Agreement.

5.3 Eurex Clearing AG shall have the right to request the Clearing Member and the ICM Client to amend the Client Clearing Agreement in order to ensure or restore compliance with the requirements on an Eligible Client Clearing Agreement.

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Individual ~~Clearing Model~~ Segregated Account Provisions ~~for Specified Clients~~

- 1 **Application of the ~~ICM for Specified Clients~~ Individual Segregated Account Provisions**
 - 1.1 The provisions on the individual ~~clearing model for Specified~~ segregated account for Disclosed Direct Clients are set forth in this Part 4 (the "~~ICM for Specified Clients-ISA Provisions~~"). The ~~ICM for Specified Clients-ISA~~ Provisions provide Clearing Members with the option to offer individual client segregation to their ~~Specified Clients (hereinafter for the purposes of these ICM for Specified Clients Provisions only, a "ICM Specified Client")~~ Disclosed Direct Clients.
 - 1.2 Any DC-Related Transaction between the Clearing Member and Eurex Clearing AG ~~which is subject to the ICM for Specified Clients Provisions shall be a "ICM-SC Transaction". An ICM-SC Transaction may only be concluded as a SC-Related Transaction and the term "ICM-SC Transaction" comprises each SC-Related Transaction~~ (including, for the avoidance of doubt, each ~~SC-Related~~ DC-Related Transaction that relates to Indirect Clients of ~~the ICM Specified a Disclosed Direct Client~~) ~~that~~ which is subject to the ~~ICM for Specified Clients-ISA~~ Provisions shall be an "ISA Transaction".
 - 1.3 ~~Eurex Clearing AG and a~~ In order to clear ISA Transactions, the Clearing Member ~~may~~ needs to enter into a Clearing Agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 1 for the Clearing of ~~ICM-SC-ISA~~ Transactions.
 - 1.4 Further, under the ~~ICM for Specified Clients-ISA~~ Provisions, Eurex Clearing AG facilitates indirect clearing services by providing, upon request of the Clearing Member, separate internal accounts for transactions with respect to Indirect Clients.
 - 1.5 It is the responsibility (Obliegenheit) of the Clearing Member to agree with each of its ~~ICM Specified-Disclosed Direct~~ Clients on appropriate bilateral client-clearing arrangements allowing for individual client segregation in accordance with any applicable regulatory requirements. ~~In particular, the Clearing Member shall ensure that each such bilateral client-clearing arrangement with an ICM Specified Client shall, if a Termination Date occurs in respect of the ICM-SC Standard Agreement (as defined in Number 5.1) to which such bilateral client-clearing arrangement relates, terminate at the same time as such ICM-SC Standard Agreement and that the net claim of the Clearing Member or the ICM Specified Client resulting from such termination shall reflect the Difference Claim (as defined in Number 11.2) arising in respect of the related ICM-SC Standard Agreement.~~
- 2 **Conclusion of ~~ICM-SC-ISA~~ Transactions; General Principles applicable to the Settlement of ~~ICM-SC-ISA~~ Transactions**
 - 2.1 ~~ICM-SC-ISA~~ Transactions shall be concluded in accordance with Number 1.2.2 of the General Clearing Provisions.

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2.2 Each of Eurex Clearing AG and the Clearing Member shall be obliged to fulfil any payment or delivery obligations under ~~ICM-SC-ISA~~ Transactions by transferring to the transferee all rights, title and interest in and to the relevant assets or cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. The value of such assets shall, as of the date the transfer is effected, be at least equal to the value on the date of the relevant payment or delivery obligation.

3 Internal Accounts

Eurex Clearing AG shall establish and maintain with respect to the Clearing Member the following internal accounts for purposes of the ~~ICM for Specified Clients-ISA~~ Provisions:

3.1 ~~ICM-SC-ISA~~ Transaction Accounts

3.1.1 The following types of Transaction Accounts, on which the respective ~~ICM-SC-ISA~~ Transactions of the Clearing Member shall be booked, may, subject to the Special Clearing Provisions, upon the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG), be opened and maintained by Eurex Clearing AG (where required, in addition to the Transaction Accounts established pursuant to Number 4.2.1 of the General Clearing Provisions):

- (1) one or more ~~SC-DC~~ Own Accounts;
- (2) one or more NOSA Indirect Client Accounts;
- (3) one or more GOSA Indirect Client Accounts

(each ~~SC-DC~~ Own Account, each NOSA Indirect Client Account and each GOSA Indirect Client Account established for purposes of the ~~ICM for Specified Clients-ISA~~ Provisions is ~~a~~ an "~~ICM-SC-ISA~~ Transaction Account").

GOSA Indirect Client Accounts are only available for Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivative Transactions pursuant to Chapter VIII Part 2.

3.1.2 The Clearing Member shall ensure that each instruction to book ~~ICM-SC-ISA~~ Transactions to a certain ~~ICM-SC-ISA~~ Transaction Account only relates to ~~ICM-SC-ISA~~ Transactions to be booked on such ~~ICM-SC-ISA~~ Transaction Account. Eurex Clearing may rely on, and is not obliged to verify the contents of, any such instruction from the Clearing Member.

3.2 ~~ICM-SC-ISA~~ Transaction Accounts Group

All ~~ICM-SC-ISA~~ Transaction Accounts of a Clearing Member relating to a particular ~~ICM Specified-Disclosed Direct~~ Client shall form a separate group of Transaction Accounts (each such group, ~~a~~ an "~~ICM-SC-ISA~~ Transaction Accounts Group").

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3.3 Internal ~~ICM-SC-ISA~~ Margin Account

3.3.1 Eurex Clearing AG will, in its internal systems, establish and maintain with respect to each ~~ICM-Specified-Disclosed Direct~~ Client (to whom the Clearing of ISA Transactions relates) of a Clearing Member one or more internal margin accounts (or if the ~~ICM-SC-ISA~~ Sub Pool Provisions apply pursuant to Number 3.5, a separate internal margin account in relation to each ~~ICM-SC-ISA~~ Sub Pool), to which all Eligible Margin Assets that have been actually delivered to Eurex Clearing AG with respect to such ~~ICM-Specified-Disclosed Direct~~ Client shall be booked (each an “**Internal ~~ICM-SC-ISA~~ Margin Account**”).

3.3.2 Eligible Margin Assets actually delivered to Eurex Clearing AG and booked to the relevant Internal ~~ICM-SC-ISA~~ Margin Account shall constitute Margin (as defined in Number 6.1) for ~~ICM-SC-ISA~~ Transactions relating to the relevant ~~ICM-Specified-Disclosed Direct~~ Client.

3.4 Internal ~~ICM-SC-ISA~~ Cash Accounts

With respect to each currency accepted by it, Eurex Clearing AG shall establish and maintain for each Clearing Member

(i) in relation to each Internal ~~ICM-SC-ISA~~ Margin Account, one internal cash account (or if the ~~ICM-SC-ISA~~ Sub Pool Provisions apply pursuant to Number 3.5, a separate internal cash account in relation to each ~~ICM-SC-ISA~~ Sub Pool) for the settlement of payment claims arising under ~~ICM-SC-ISA~~ Transactions booked on an ~~ICM-SC-ISA~~ Transaction Account that relates to such Internal ~~ICM-SC-ISA~~ Margin Account (including, in particular, all daily settlement payments, option premiums and payments in respect of Variation Margin (as defined in Number 7.1), but excluding Settlement Claims); and

(ii) one internal cash account for Settlement Claims

(each an “**Internal ~~ICM-SC-ISA~~ Cash Account**”).

The daily balance of each Internal ~~ICM-SC-ISA~~ Cash Account (after taking into account permitted set-offs) shall be debited or credited, as the case may be, to the relevant Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in the account in respect of Margin or Variation Margin.

3.5 Use of ~~ICM-SC-ISA~~ Sub Pools

The Clearing Member may request Eurex Clearing AG (in the form requested by Eurex Clearing AG) to maintain separate operational sub pools with respect to ~~an ICM-Specified a Disclosed Direct Client to whom the Clearing of ISA Transactions relates~~ (each an “**ICM-SC-ISA Sub Pool**”). If ~~ICM-SC-ISA~~ Sub Pools shall be established, each ~~ICM-SC-ISA~~ Transaction Account relating to the relevant ~~ICM-Specified-Disclosed Direct~~ Client must be assigned to a particular ~~ICM-SC-ISA~~ Sub Pool. ~~Each ICM-SC Sub Pool shall~~

~~(i) relate to one or more Transaction Types and/or~~

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~~(ii) either comprises (a) SC Own Accounts only or (b) Indirect Client Accounts only.~~

If Eurex Clearing AG accepts such request, the provisions for the operational handling of ~~ICM SC ISA~~ Sub Pools set out in this Part 4 ("~~ICM SC ISA~~ Sub Pool Provisions") shall apply with respect to each of the relevant ~~ICM SC ISA~~ Sub Pools.

Each ~~ICM SC ISA~~ Sub Pool shall operationally be treated separately from any other ~~ICM SC ISA~~ Sub Pool, subject to and in accordance with the ~~ICM SC ISA~~ Sub Pool Provisions. The use of ~~ICM SC ISA~~ Sub Pools will in particular, without limitation, neither result in additional Standard Agreements nor separate Difference Claims.

If the ~~ICM SC ISA~~ Sub Pool Provisions apply, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG, that

- (a) it has informed the ~~ICM Specified- Disclosed Direct~~ Client of its election to use ~~ICM SC ISA~~ Sub Pools in connection with the Clearing and of any potential adverse economic effects that the usage of ~~ICM SC ISA~~ Sub Pools may have for that ~~ICM Specified- Disclosed Direct~~ Client in comparison to the Clearing of ~~ICM SC ISA~~ Transactions without the use of ~~ICM SC ISA~~ Sub Pools; and
- (b) the ~~ICM Specified- Disclosed Direct~~ Client is willing to bear the potential economic risks and adverse effects which are related to a use of ~~ICM SC ISA~~ Sub Pools pursuant to Number 3.5 (i), in particular, without limitation, in respect of potentially higher Margin Requirements and Default Fund Contribution requirements resulting from the operational treatment associated with the use of ~~ICM SC ISA~~ Sub Pools.

3.6 Assignment process for transfers of Eligible Margin Assets to Internal ~~ICM SC ISA~~ Margin Accounts and related booking

The Clearing Member shall establish and provide to Eurex Clearing AG a specific customer identifier with respect to the ~~ICM Specified- Disclosed Direct~~ Client for purposes of the Clearing under the ISA Provisions and, in case the ~~ICM SC ISA~~ Sub Pool Provisions apply, the customer identifier shall include an identifier of the relevant ~~ICM SC ISA~~ Sub Pool. Any transfer of Eligible Margin Assets to Eurex Clearing AG in respect of Margin shall clearly refer to the applicable customer identifier.

Subject to Number 6.2.4, all Eligible Margin Assets that have been actually delivered by the relevant Clearing Member to Eurex Clearing AG with respect to ~~ICM SC ISA~~ Transactions will be booked to the relevant Internal ~~ICM SC ISA~~ Margin Account based on the reference to the relevant customer identifier.

4 Internal Records of the Clearing Member

The Clearing Member shall establish and maintain records detailing

- (i) all payments and deliveries actually made to Eurex Clearing AG,
- (ii) all Margin and Variation Margin actually delivered to Eurex Clearing AG and

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(iii) all Redelivery Claims which it has against Eurex Clearing AG

in respect of each ~~ICM-Specified~~ Disclosed Direct Client and the related ~~ICM-SC-ISA~~ Transactions.

If the ~~ICM-SC-ISA~~ Sub Pool Provisions apply pursuant to Number 3.5, the Clearing Member shall also reflect the ~~ICM-SC-ISA~~ Sub Pools in its internal accounting.

5 ~~ICM-SC-ISA~~ Standard Agreement

5.1 All rights and obligations between Eurex Clearing AG and the relevant Clearing Member with respect to all ~~ICM-SC-ISA~~ Transactions booked to any ~~ICM-SC-ISA~~ Transaction Account belonging to the same ~~ICM-SC-ISA~~ Transaction Accounts Group shall constitute a separate arrangement (each ~~a~~ an "~~ICM-SC-ISA~~ Standard Agreement").

5.2 All ~~ICM-SC-ISA~~ Transactions between Eurex Clearing AG and the relevant Clearing Member under an ~~ICM-SC-ISA~~ Standard Agreement and any Redelivery Claims for Margin or Variation Margin, in each case relating to such ~~ICM-SC-ISA~~ Standard Agreement, form a single agreement between such parties and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to the provisions in this Chapter I on the termination of individual Transactions) can be terminated only in its entirety.

6 Margin

6.1 Margin Requirement

6.1.1 The Clearing Member is required to provide margin for all ~~ICM-SC-ISA~~ Transactions in respect of each Internal ~~ICM-SC-ISA~~ Margin Account ("**Margin**") and Eurex Clearing AG will calculate separate ~~not~~ margin requirements in accordance with Number 3.1 of the General Clearing Provisions with respect to each ~~ICM-SC-ISA~~ Transaction Account of such Clearing Member (depending on the categorisation of the Disclosed Direct Client in the systems of Eurex Clearing AG).

6.1.2 The amount of Eligible Margin Assets to be delivered as cover in respect of Margin shall be determined by Eurex Clearing AG separately with respect to each Internal ~~ICM-SC-ISA~~ Margin Account reflecting the sum of the calculations for all ~~ICM-SC-ISA~~ Transaction Accounts in accordance with Number 6.1.1 that relate to such Internal ~~ICM-SC-ISA~~ Margin Account (for the purpose of the ~~ICM for Specified Clients-ISA~~ Provisions, a "**Margin Requirement**").

For the avoidance of doubt, non-compliance with the applicable Margin Requirement (in whole or in part) by the Clearing Member shall constitute a Termination Event pursuant to Number 7.2.1 Paragraph (1) of the General Clearing Provisions.

Each Margin Requirement applicable to the Clearing Member pursuant to this Part 4 shall be in addition to any other margin requirement of the Clearing Member vis-à-vis Eurex Clearing AG pursuant to these Clearing Conditions.

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6.1.3 The applicable Margin Requirement with respect to each Internal ~~ICM-SC-ISA~~ Margin Account will be notified separately by Eurex Clearing AG to the Clearing Member.

6.1.4 The Clearing Member is required to separately demand margin from its ~~ICM-Specified Disclosed Direct~~ Client for purposes of the ~~ICM for Specified Clients-ISA~~ Provisions in an amount which shall at least be equal to the sum of the margin requirements applicable to each ~~ICM-SC-ISA~~ Transaction Account relating to such ~~ICM-Specified-Disclosed Direct~~ Client (as calculated by Eurex Clearing AG pursuant to Number 6.1.1).

6.2 Margin Call

6.2.1 If Eurex Clearing AG at any time prior to the end of a Business Day (as defined in Number 1.2.4 Paragraph (1) of the General Clearing Provisions) determines that the aggregate value of Eligible Margin Assets actually delivered as Margin with respect to an Internal ~~ICM-SC-ISA~~ Margin Account is less than the Margin Requirement applicable to such Internal ~~ICM-SC-ISA~~ Margin Account, Eurex Clearing AG will require the Clearing Member to provide (additional) Eligible Margin Assets in an amount up to the relevant Margin Requirement by the time specified by Eurex Clearing AG.

This shall also apply in respect of any Margin Call at the end of a Business Day, provided that, in such case, the Clearing Member shall provide (additional) Eligible Margin Assets in the form of cash in the Clearing Currency in an amount sufficient to satisfy the relevant Margin Requirement by the time specified by Eurex Clearing AG.

For the avoidance of doubt, if the ~~ICM-SC-ISA~~ Sub Pool Provisions apply, Margin actually delivered in relation to a particular ~~ICM-SC-ISA~~ Sub Pool will not be taken into account by Eurex Clearing AG when determining whether sufficient Margin has actually been delivered with respect to any other ~~ICM-SC-ISA~~ Sub Pool.

6.2.2 To the extent that Eligible Margin Assets have not yet been delivered by the Clearing Member with respect to a Margin Call pursuant to Number 6.2.1, Eurex Clearing AG shall be entitled to (and without having an obligation towards the Clearing Member to do so, will on or around the time specified) directly debit the Clearing Member Cash Account in an amount equal to the requested amount of Eligible Margin Assets in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions. Any such direct debit shall satisfy the relevant Margin Call in the amount of such direct debit and increase the Redelivery Claim of the Clearing Member accordingly.

6.2.3 The Clearing Member may provide Eligible Margin Assets to Eurex Clearing AG in excess of the relevant Margin Requirement. Any such excess shall also form part of-, and be subject to the provisions relating to, the Margin.

6.2.4 If a Clearing Member elects to deliver (additional) Eligible Margin Assets in the form of cash pursuant to Number 3.3.2 of the General Clearing Provisions with respect to a Margin Call relating to Margin prior to the end of a Business Day, then:

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- (i) Eurex Clearing AG shall debit the Internal Proprietary Margin Account (as defined in Part 2 Subpart A Number 3) and credit the (relevant) Internal ~~ICM-SC-ISA~~ Margin Account with such cash, and
- (ii) the related Redelivery Claim allocated to the Internal Proprietary Margin Account (as defined in Part 2 Subpart A Number 3) shall be reduced accordingly upon Eurex Clearing AG having made those credits and debits (which Eurex Clearing AG shall do without undue delay).

If the ~~ICM-SC-ISA~~ Sub Pool Provisions apply, Eurex Clearing AG will process the booking of cash credits between Internal ~~ICM-SC-ISA~~ Margin Accounts with respect to ~~ICM-SC-ISA~~ Sub Pools relating to the same ~~ICM-SC-ISA~~ Standard Agreement upon request of the Clearing Member.

6.3 Delivery and Booking of Eligible Margin Assets

6.3.1 Delivery of Eligible Margin Assets in the form of cash

- 6.3.1.1 The Clearing Member shall be obliged to deliver cover in respect of Margin in the form of cash by transferring to Eurex Clearing AG all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the Clearing Member and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust.
- 6.3.1.2 Eligible Margin Assets in the form of cash shall be provided in accordance with the cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.

6.3.2 Delivery of Eligible Margin Assets in the form of Securities

6.3.2.1 Prior to the establishment of each Internal ISA Margin Account (other than an Internal ISA CASS Margin Account), the Clearing Member shall elect in the systems of Eurex Clearing AG whether to provide Margin in the form of Securities to Eurex Clearing AG in relation to such Internal ISA Margin Account

(i) by way of granting pledges (each such notice, a "Security Interest Margin Election"); or

(ii) by way of title transfer (each such notice, a "Title Transfer Margin Election").

Margin in the form of Securities in relation to an Internal ISA CASS Margin Account can only be provided by way of granting pledges.

6.3.2.2 If the Clearing Member, with respect to the relevant Internal ISA Margin Account, has submitted a Security Interest Margin Election or if Margin in the form of Securities shall be provided with respect to ISA CASS Transactions,

- (i) the Clearing Member shall transfer Eligible Margin Assets in the form of Securities to the relevant ~~ICM-SC-ISA~~ Pledged Securities Account relating to the corresponding Internal ~~ICM-SC-ISA~~ Margin Account or (in respect of ~~ICM-SC-ISA~~

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~~CASS Transactions that shall be cleared in accordance with the CASS Rules (as defined in Part 2 Number 4)) to the ICM SC) to the ISA~~ CASS Pledged Securities Account relating to the corresponding Internal ~~ICM SC-ISA CASS~~ Margin Account, ; or

- (ii) if the Clearing Member uses securities accounts with a Third-Party CM Account Holder in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions, the Clearing Member shall transfer the relevant Eligible Margin Assets in the form of Securities to the relevant securities account with the Third-Party CM Account Holder relating to the corresponding Internal ISA Margin Account or (in respect of ISA CASS Transactions) to the relevant securities account with the Third-Party CM Account Holder relating to the corresponding Internal ISA CASS Margin Account.

in each case unless otherwise provided in this Number 6.3.2.

- (1) The Clearing Member shall instruct Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG in a timely manner to transfer the relevant Securities to the relevant ~~ICM SC-ISA~~ Pledged Securities Account or ~~ICM SC-ISA~~ CASS Pledged Securities Account and authorises Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG to inform Eurex Clearing AG of such transfer. If the Clearing Member uses a securities account with a Third-Party CM Account Holder in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions, the Clearing Member shall ensure that such Third-Party CM Account Holder provides the relevant instructions to Clearstream Banking AG or that the Clearing Member is authorised to provide such instructions.
- ~~(2) In relation to Securities credited to an ICM SC Pledged Securities Account or ICM SC CASS Pledged Securities Account that confer voting rights or other optional rights on the Clearing Member (including, but not limited to, warrants, options, conversion and subscription rights, rights in connection with takeovers, other forms of offers or capital reorganisations, redemption rights, tenders, options to tender or non-mandatory puts or calls) or that provide for discretionary action or alternative courses of action by the Clearing Member, Eurex Clearing AG shall not be entitled to exercise such voting or optional rights or to take up such discretionary actions or alternative courses of action; the Clearing Member shall remain responsible in this respect. Eurex Clearing AG will not exercise any voting rights, in particular not independently from any instructions by the Clearing Member.~~
- (2) The Clearing Member will (in form and substance as required by Eurex Clearing AG) grant a pledge to Eurex Clearing AG over all Securities which are or will be credited to the relevant ~~ICM SC-ISA Pledged Securities Account, the relevant ISA CASS Pledged Securities Account or the relevant ICM SC CASS Pledged Securities Account~~ securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions), as applicable.
- (3) Notwithstanding Paragraphs (1) and (2) of this Number ~~6.3.2.1~~ 6.3.2.2, a Clearing Member may also provide Eligible Margin Assets in the form of Securities as Margin

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by way of pledge by using Xemac on the basis of the SC Xemac. For such purpose, the creation of the pledge is effected by way of Earmarking.

- (4) To the extent required or expedient under its national laws, the Clearing Member will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted or to be granted pursuant to or in accordance with this Number 6.3.2 and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

6.3.2.3 If the Clearing Member, with respect to the relevant Internal ISA Margin Account, has submitted a Title Transfer Margin Election, the following applies:

- (1) The Clearing Member shall be obliged to deliver Margin in the form of Securities in relation to such Internal ISA Margin Account by transferring to Eurex Clearing all right, title and interest in and to the relevant Eligible Margin Assets free and clear from any and all rights and claims of the transferring party and of any third person, howsoever arising, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. The value of such assets shall, as of the date the transfer is effected, be at least equal to the value at the date of the relevant delivery obligation.
- (2) In the case of a transfer of Eligible Margin Assets in the form of Securities by the Clearing Member to Eurex Clearing AG pursuant to Paragraph (1), the Clearing Member shall:
- (i) if such transfer is made through securities accounts with Clearstream Banking AG (other than by using Xemac), instruct Clearstream Banking AG in a timely manner to transfer the relevant Securities to the ISA Securities Margin Account with Clearstream Banking AG and authorises Clearstream Banking AG to inform Eurex Clearing AG of such transfer and to apply the customer identifier of the relevant Disclosed Direct Client in accordance with Number 3.6 (a "CBF Instruction"); and
- (ii) if such transfer is made through securities accounts of Eurex Clearing AG with Clearstream Banking S.A. (each account notified by Eurex Clearing AG to the Clearing Member for such purposes from time to time, a "Eurex Clearing ISA Securities Margin Account"), instruct Clearstream Banking S.A. in a timely manner to transfer all right, title and interest in and to the relevant Securities to the relevant Eurex Clearing ISA Securities Margin Account and apply the customer identifier of the relevant Disclosed Direct Client in accordance with Number 3.6 (a "CBL Instruction").
- (3) With respect to a transfer of Securities to an ISA Securities Margin Account with Clearstream Banking AG:
- (a) In the case of a transfer of Securities in form of co-ownership interests, the Clearing Member makes an offer to transfer the relevant Securities to Eurex Clearing AG by means of the CBF Instruction. Eurex Clearing AG hereby

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accepts any such offer in advance subject to the credit of such Securities to the Securities Margin Account. Section 151 BGB applies. Possession passes by means of constituting a bailment (*Begründung eines Besitzmittlungsverhältnisses*) between Clearstream Banking AG and Eurex Clearing AG and by modification of the bailment intention (*Besitzmittlungswillen*) of Clearstream Banking AG regarding the fractions to be transferred. The transfer of possession is completed when, based on the Clearing Member's, instruction a debit entry is posted in the Clearing Member's custody account and a credit entry is posted in the ISA Securities Margin Account of the Clearing Member.

(b) In the case of a transfer of Securities in the form of German book-entry securities (*Gutschriften in Wertpapierrechnung*), the Clearing Member makes an offer to transfer by assigning its corresponding claim for surrender (*Herausgabeanspruch*) against Clearstream Banking AG relating to such German book-entry securities to Eurex Clearing AG by means of the CBF Instruction. Eurex Clearing AG hereby accepts any such offer to assign in advance subject to the credit of the relevant book-entry securities to the Securities Margin Account. Section 151 BGB applies. Eurex Clearing AG and the Clearing Member agree and acknowledge that, with the completion of the credit on the ISA Securities Margin Account, Clearstream Banking AG accepts by way of abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) the claim for surrender vis-à-vis Eurex Clearing AG.

(4) With respect to a transfer of Securities to a Eurex Clearing ISA Securities Margin Account, the Clearing Member makes an offer to transfer the relevant Securities to Eurex Clearing AG by means of the CBL Instruction. Eurex Clearing AG hereby accepts any such offer in advance subject to the credit of such Securities to the relevant Eurex Clearing ISA Securities Margin Account.

(5) The Clearing Member may provide Eligible Margin Assets or may have Eligible Margin Assets provided in the form of Securities by way of full title transfer in accordance with Paragraph (1) by using Xemac on the basis of the applicable SC Xemac. In that case the title transfer is being effected by a respective labelling of the Securities in the system ("appropriation") and modification of the bailment intention (*Besitzmittlungswille*) by Clearstream Banking AG in favour of Eurex Clearing AG ("Earmarking"). Paragraph (3) otherwise applies *mutatis mutandis*.

6.3.3 Secured Claims; Purpose of Margin

~~The purpose of the Margin actually delivered in the form of cash (other than Margin actually delivered in the form of cash that is booked to an Internal ICM SC Margin Account that forms part of an ICM SC CASS Client Account (as defined in Number 14)) is to collateralise, and (subject Subject~~ to the restrictions pursuant to Number 11.5) the security purpose (*Sicherungszweck*) of the pledges granted to Eurex Clearing AG in accordance with Number 6.3.2.2 with respect to Securities credited to an ICM SC ISA Pledged Securities Account or the relevant securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA

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Provisions) is to secure (A) all present and future claims under any ~~ICM-SC-ISA~~ Transactions and any other present and future claims of Eurex Clearing AG against the Clearing Member under all ~~ICM-SC-ISA~~ Standard Agreements of the Clearing Member, including all present and future claims of Eurex Clearing AG against the Replacement Clearing Member relating to any ~~ICM-SC-ISA~~ Transactions under such ~~ICM-SC-ISA~~ Standard Agreement that have been transferred to such Replacement Clearing Member in accordance with Number 10 and (B) any Difference Claim relating to any ~~ICM-SC-ISA~~ Standard Agreement (a “**Secured ~~ICM-SC-ISA~~ Difference Claim**”, and together with the claim under (A), the “**Secured ~~ICM-SC-ISA~~ Claims**”).

6.3.3.2 Margin actually delivered to Eurex Clearing AG in the form of cash and Margin in the form of Securities actually delivered to Eurex Clearing AG by way of title transfer in accordance with Number 6.3.2.3, in each case in relation to an ISA Standard Agreement (and other than Margin booked to an Internal ISA CASS Margin Account), serves to collateralise all claims (whether present, future, actual, contingent or prospective) of Eurex Clearing AG:

- (i) arising under the ISA Transactions entered into between the parties to such ISA Standard Agreement; and/or
- (ii) otherwise relating to such ISA Standard Agreement

(including all present and future claims of Eurex Clearing AG against the Replacement Clearing Member relating to any ISA Transactions under such ISA Standard Agreement that have been transferred to such Replacement Clearing Member in accordance with Number 10, but, in respect of Margin delivered in the form of Securities by way of title transfer only if, with respect to the relevant Standard Agreement with such Replacement Clearing Member after the Transfer, margin in the form of Securities is also to be provided by way of title transfer).

Margin in the form of Securities actually delivered to Eurex Clearing AG by way of title transfer shall, however, not be subject to any fiduciary obligations of Eurex Clearing AG (*keine treuhänderische Bindung*), whether in respect of the Clearing Member, any Disclosed Direct Client or otherwise.

~~6.3.3.2~~~~The purpose of the~~ 6.3.3.3 The purpose of the Margin actually delivered in the form of cash and booked to an Internal ~~ICM-SC-ISA CASS~~ Margin ~~Account that forms part of an ICM-SC-CASS-Client~~ Account is to collateralise, and (subject to the restrictions pursuant to Number 11.5) the security purpose (*Sicherungszweck*) of the pledges granted to Eurex Clearing AG in accordance with Number 6.3.2-2 with respect to Securities credited to an ~~ICM-SC-ISA~~ CASS Pledged Securities Account ~~is to secure (A) all present and future claims under any ICM-SC or the relevant securities account with a Third-Party CM Account Holder (in accordance with Part 1 Number 3.6) relating to an Internal ISA CASS Margin Account is to secure:~~

- (i) all present and future claims under any ISA CASS Transactions (as defined in Number 14) and any other present and future claims of Eurex Clearing AG against the Clearing Member under all ~~ICM-SC-ISA~~ Standard Agreements of the

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Clearing Member, including all present and future claims of Eurex Clearing AG against the Replacement Clearing Member relating to any ~~ICM-SC-ISA~~ Transactions under such ~~ICM-SC-ISA~~ Standard Agreement that have been transferred to such Replacement Clearing Member in accordance with Number 10-; and

- ~~(B(ii))~~ any Difference Claim relating to any ~~ICM-SC-ISA~~ Standard Agreement allocated to any ~~ICM-SC-ISA~~ CASS Client Account (a “**Secured ~~ICM-SC-ISA~~ CASS Difference Claim**”, and together with the claim under (A), the “**Secured ~~ICM-SC-ISA~~ CASS Claims**”).

6.3.4 Actual Delivery and Aggregate Value

6.3.4.1 Subject to Number 3.2.2 Paragraph (2) and (3) of the General Clearing Provisions, the term “actually delivered” when used in the ~~ICM for Specified Clients-ISA~~ Provisions means at any time and with respect to an Eligible Margin Asset:

- (i) the actual credit of an Eligible Margin Asset in the form of cash to the relevant Eurex Clearing AG cash account or, as the case may be, the actual credit to the relevant Internal ~~ICM-SC-ISA~~ Margin Account pursuant to Number 6.2.4, or
- (ii) with respect to an Eligible Margin Asset in the form of Securities to which Number 6.3.2.2 applies (and subject to (iii)), the actual credit of an Eligible Margin Asset in the form of Securities to the relevant ICM-SC Pledged Securities Account or the relevant ICM-SC CASS Pledged Securities Account to the relevant ISA Pledged Securities Account, the relevant ISA CASS Pledged Securities Account or the relevant securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions), as the case may be, provided that the relevant pledge has been granted in accordance with Number 6.3.2 and has not expired in whole or in part, or
- (iii) in the case of a delivery of an Eligible Margin Asset in the form of Securities pursuant to Number 6.3.2.2 Paragraph (3), the effectiveness of the pledge in Xemac (as described in Number 6.3.2.2), ~~or Paragraph (3)~~,
- (iv) with respect to an Eligible Margin Asset to which Number 6.3.2.3 applies, (i) the actual credit of an Eligible Margin Asset to a securities account designated by the Clearing Member, which in the case of Eurex Clearing AG shall be the relevant ISA Securities Margin Account or the relevant Eurex Clearing ISA Securities Margin Account, or, in the case of a delivery of an Eligible Margin Asset in the form of Securities pursuant to Number 6.3.2.3 Paragraph (5), the effectiveness of the title transfer in Xemac, or
- (v) otherwise in the event of a set-off pursuant to Number 1.3 of the General Clearing Provisions and Number 12, the legal effectiveness of such set-off.

The term “actual delivery” shall be interpreted accordingly.

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6.3.4.2 Where reference is made in the ~~ICM for Specified Clients ISA~~ Provisions to the “aggregate value” of Eligible Margin Assets in connection with the assessment of compliance with a Margin Requirement, the aggregate value of the Eligible Margin Assets actually delivered will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

6.4 Redelivery Claims with respect to Margin

The actual payment or delivery of Eligible Margin Assets in ~~the form of cash in~~ respect of Margin ~~gives rise to a corresponding contractual claim of the Clearing Member against Eurex Clearing AG for repayment of assets equivalent to the relevant Eligible Margin Assets or increases an already existing repayment claim (each a “Redelivery Claim”). For the purpose of a Redelivery Claim, the term “equivalent” means an amount in the same currency and amount as such Eligible Margin Asset actually delivered in respect of Margin.~~

(i) _____ in the form of cash; and

(ii) _____ in the form of Securities provided by way of title transfer,

gives rise to a corresponding contractual claim of the Clearing Member against Eurex Clearing AG for repayment of assets equivalent to such Eligible Margin Assets or increases an already existing repayment or redelivery claim (each a “Redelivery Claim”). For the purpose of a Redelivery Claim, the term “equivalent” means assets of the same type, currency, description, nominal value and amount as such Eligible Margin Assets (including, in the case of debt securities, the sum of money or assets equivalent to any redemption or other proceeds therefrom) actually delivered in respect of Margin.

The relevant Redelivery Claim will become due in accordance with Number 6.5, provided that no Termination Date (as defined in Number 7.2 of the General Clearing Provisions) with respect to the relevant ~~ICM SC ISA~~ Standard Agreement or an Insolvency Event or Failure to Pay Event has occurred.

6.5 Redelivery of Margin in the form of cash or securities; Release of Eligible Margin Assets in the form of Securities

6.5.1 Unless a Termination Date has occurred with respect to the Clearing Member or an Insolvency Event or Failure to Pay Event has occurred with respect to Eurex Clearing AG, a Redelivery Claim pursuant to Number 6.4 for the transfer of assets equivalent to Eligible Margin Assets in form of cash or Securities (if these have been provided by way of title transfer) actually delivered will (in the case of cash, also taking into account a release request of the Clearing Member pursuant to Number 6.5.2,-) become due, if and to the extent that the following requirements are met:

(i) Eurex Clearing AG has received a redelivery request from the Clearing Member by prior to the then applicable cut-off time of any Business Day, as specified by Eurex Clearing AG on its website www.eurexclearing.com (A) with respect to Clearsteam Banking AG, for Securities credited to the relevant ISA Securities Margin Account,

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(B) with respect to Clearstream Banking S.A., for Securities credited to the relevant Eurex Clearing ISA Securities Margin Account and (C) for cash with respect to the relevant currency, as applicable; and

- (ii) at such time, the aggregate value of all Eligible Margin Assets actually delivered as Margin with respect to the relevant Internal ~~ICM-SC-ISA~~ Margin Account exceeds the applicable Margin Requirement, unless the Clearing Member and Eurex Clearing AG agree otherwise.

A Redelivery Claim shall be discharged by Eurex Clearing AG (a) in respect of Securities, if the relevant Securities have been credited to a securities account of the Clearing Member or to a securities account of a depository, a settlement institution or a custodian designated by the Clearing Member at a deposit bank or a central securities depository and (b) in respect of cash, if the relevant cash amount has been credited to the relevant account of the Clearing Member or to an account of a correspondent bank designated by the Clearing Member. Such discharge shall occur irrespective of any booking or forwarding errors of the depository, the settlement institution, the custodian, the deposit bank, the central securities depository or the correspondent bank.

6.5.2 Unless a Termination Date has occurred with respect to the Clearing Member or an Insolvency Event or Failure to Pay Event has occurred with respect to Eurex Clearing AG, Eurex Clearing AG shall release Eligible Margin Assets in the form of Securities that have been provided by way of a pledge to Eurex Clearing AG if and to the extent that the following requirements are met:

- (i) the Clearing Member, prior to the then applicable cut-off time specified by Eurex Clearing AG with respect to each of Clearstream Banking AG, Clearstream Banking S.A. and SIX SIS AG, as applicable, with respect to any Business Day, requests a release of pledged Securities by Eurex Clearing AG ~~if and to the extent that the requirements set out in Number 6.5.1 are met (taking into account a release request of the Clearing Member pursuant to this Number 6.5.2);~~ and
- (ii) at such time, the aggregate value of all Eligible Margin Assets actually delivered as Margin with respect to the relevant Internal ISA Margin Account exceeds the applicable Margin Requirement, unless the Clearing Member and Eurex Clearing AG agree otherwise.

6.5.3 The redelivery or release request made in accordance with Number 6.5.1 or 6.5.2, respectively, shall be processed by Eurex Clearing AG during the same Business Day; the Eligible Margin Assets to be released shall be specified by the Clearing Member in the redelivery or release request. This shall also apply in the case of a pledge pursuant to Number 6.3.2.2 Paragraph (3) by way of Earmarking where the relevant Security shall be released in Xemac by detachment of the label or release in the system. In the case CmaX is used, Securities shall be released according to the applicable rules for that service.

The Clearing Member agrees not to dispose of any Securities credited to an ~~ICM-SC-ISA~~ Pledged Securities Account ~~or an ICM-SC,~~ an ISA CASS Pledged Securities Account or

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[the relevant securities account with a Third-Party CM Account Holder \(used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions\)](#) without the prior consent of Eurex Clearing AG unless Eurex Clearing AG has released its pledge over such Securities.

If (i) the processing of the [redelivery or](#) release request would render the remaining aggregate value of the relevant Eligible Margin Assets actually delivered as Margin with respect to the relevant Internal ~~ICM-SC-ISA~~ Margin Account to be lower than the applicable Margin Requirement for such Internal ~~ICM-SC-ISA~~ Margin Account or if (ii) the [redelivery or](#) release request is received by Eurex Clearing AG after the applicable cut-off time on the relevant Business Day, Eurex Clearing AG will approve such [redelivery or](#) release on the next Business Day vis-à-vis Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG, as applicable, if (x) Eligible Margin Assets in an aggregate value required to cover such shortfall have been actually delivered by the Clearing Member as Margin with respect to such Internal ~~ICM-SC-ISA~~ Margin Account in accordance with the daily cash clearing procedure for such Business Day or (y) the aggregate value of the relevant Eligible Margin Assets actually delivered as Margin with respect to such Internal ~~ICM-SC-ISA~~ Margin Account is at least equal to the applicable Margin Requirement for such Internal ~~ICM-SC-ISA~~ Margin Account at the start of such Business Day.

[6.5.4](#) The release of the relevant pledge by Eurex Clearing shall become effective if and as soon as

- (a) the relevant Securities have been credited to a securities account of the Clearing Member or to a securities account of a depository, a settlement institution or a custodian designated by the Clearing Member at a deposit bank or a central securities depository; or
- (b) in case of a pledge in Xemac by way of Earmarking in accordance with Number 6.3.2.2 [Paragraph \(3\)](#), the label has been detached or the Securities have been otherwise released in the system, or
- (c) in case of a pledge in CmaX, the Securities have been released in accordance with the applicable rules for that service.

[6.5.5](#) If the ~~ICM-SC-ISA~~ Sub Pool Provisions apply, the Clearing Member may not request any redelivery or release in accordance with Number 6.5.1 or 6.5.2, if any Margin Requirement with respect to any Internal ~~ICM-SC-ISA~~ Margin Account relating to any ~~ICM-SC-ISA~~ Sub Pool is not fully satisfied.

[6.5.6](#) [The Clearing Member may request from Eurex Clearing AG, the return or release of Eligible Margin Assets in the form of Securities equivalent to certain Securities actually delivered as Margin in exchange for other Eligible Margin Assets, subject to the requirements set out in Numbers 6.5.1 to 6.5.5.](#)

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6.6 Specific Provisions for Eligible Margin Assets in form of Securities

6.6.1 Securities Income

6.6.1.1 Any payments of interest, dividends or other distributions in the form of Securities arising in relation to Securities that constitute Margin and are credited to an ISA Securities Margin Account or a Eurex Clearing ISA Securities Margin Account in respect of which no payment of consideration is required as well as any other rights arising in relation to Securities that constitute Margin and are credited to an ISA Securities Margin Account of a Clearing Member or a Eurex Clearing ISA Securities Margin Account (such as bonus shares) (the “**Securities Income**”) will be credited to such ISA Securities Margin Account or Eurex Clearing ISA Securities Margin Account.

6.6.1.2 Securities Income credited to the relevant ISA Securities Margin Account or Eurex Clearing ISA Securities Margin Account constitutes Margin between Eurex Clearing AG and the Clearing Member (provided by title transfer) and the relevant Redelivery Claims between such parties will be increased or, if any such Securities Income subsequently expires, decreased accordingly.

6.6.1.3 Number 3.2.3 of the General Clearing Provisions applies *mutatis mutandis* if such Securities Income does not constitute Non-Eligible Margin Assets.

6.6.2 Cash Income

Upon payment of any interest, dividends or other distributions in cash in relation to Securities or Equivalent Securities (as defined in Number 6.6.4(b)), as the case may be, that constitute Margin and are credited to an ISA Securities Margin Account of a Clearing Member or a Eurex Clearing ISA Securities Margin Account (the “**Cash Income**”), Eurex Clearing AG shall pay to the Clearing Member a cash amount equivalent to and in the same currency as such Cash Income (net of any withholding or deduction) (the “**Equivalent Notional Cash Income**”). Upon the crediting of any Cash Income or Equivalent Notional Cash Income, as the case may be, by Clearstream Banking AG or Clearstream Banking S.A., as the case may be, directly to a designated cash account of the Clearing Member, Eurex Clearing AG’s obligation to pay the relevant Equivalent Notional Cash Income to the Clearing Member shall be discharged.

6.6.3 Information in relation to the Securities held in an ISA Securities Margin Account or a Eurex Clearing ISA Securities Margin Account

Eurex Clearing AG shall forward any and all information received, if any, in relation to Securities held in an ISA Securities Margin Account or a Eurex Clearing ISA Securities Margin Account to the relevant Clearing Member.

6.6.4 No Obligations in relation to Corporate Actions

Where any voting rights or elections in relation to corporate actions (including, but not limited to, warrants, options, conversion and subscription rights, rights in connection with takeovers, other forms of offers or capital reorganisations, redemption rights, tenders, options to tender or non-mandatory puts or calls) or any rights that provide for

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discretionary action or alternative courses of action have to be exercised or become exercisable in relation to any Securities provided to Eurex Clearing as Margin by way of title transfer, the following applies:

- (a) Eurex Clearing AG shall have no obligation in respect of the exercise of such voting rights or such elections in relation to corporate actions or in respect of the taking up of any such discretionary action or alternative course of action to be made in accordance with the instructions of the Clearing Member.
- (b) In relation to Securities credited to an ISA Securities Margin Account or a Eurex Clearing ISA Securities Margin Account, Eurex Clearing AG (i) shall not exercise any voting or other rights resulting from such Securities; and (ii) shall, at all times, until the Termination Time on the Termination Date has occurred, keep such Securities or Equivalent Securities in such ISA Securities Margin Account or such Eurex Clearing ISA Securities Margin Account. The term “**Equivalent Securities**” in this context means Securities with commercially the same features (*gleicher Art und Güte*) (which is usually reflected by the same securities identification number) and in the identical amount or number, as the case may be.
- (c) If the Clearing Member wishes any voting rights to be exercised or to be exercised in a particular manner or any election with respect to a specific corporate action (e.g., the exercise of subscription rights) to be made or to be made in a particular manner, it needs to make use of the substitution right pursuant to Number 6.5.6.
- (d) Eurex Clearing AG shall neither be obliged to exercise any subscription right resulting from Securities provided as Margin nor to sell such subscription rights and any subscription right resulting from such Securities provided as Margin which has not been exercised by the end of the relevant subscription period shall lapse and the Clearing Member shall not be entitled to any compensation.

For the avoidance of doubt, the provisions under (a) to (d) shall apply *mutatis mutandis* with respect to Securities credited to an ISA Pledged Securities Account, an ISA CASS Pledged Securities Account or a securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions).

6.6.5 Indemnity from the Clearing Member

The Clearing Member shall indemnify Eurex Clearing AG in respect of all obligations and/or costs and/or liabilities arising from or in connection with the Securities provided as Margin by way of title transfer (including any rights arising therefrom such as subscription rights) that are imposed on Eurex Clearing AG as a consequence of Eurex Clearing AG's ownership of rights or interests in such Securities (regardless of whether such claims are made by the respective issuer of such securities, other holders of such Securities or any third parties including any public or governmental authorities).

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6.7 Direct Margin Transfers and Direct Margin Retransfers

Eurex Clearing AG, the Clearing Member and the Disclosed Direct Client may separately agree that the Disclosed Direct Client may be entitled to directly transfer (by way of title transfer) to Eurex Clearing AG Eligible Margin Assets in the form of Securities in respect of Margin and that Eurex Clearing AG may, in respect of Redelivery Claims, deliver the relevant Securities directly to the Disclosed Direct Client. Eurex Clearing AG shall not be obliged to enter into such agreements.

7 Variation Margin

7.1 Variation Margin Requirement

7.1.1 Each of Eurex Clearing AG and the Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for ~~ICM-SC-ISA~~ Transactions (“**Variation Margin**”). Only Eligible Margin Assets in the form of cash shall be delivered as cover in respect of Variation Margin.

7.1.2 Eurex Clearing AG will calculate net variation margin requirements separately with respect to each relevant Internal ~~ICM-SC-ISA~~ Cash Account, reflecting the sum of the calculations with respect to all ~~ICM-SC-ISA~~ Transaction Accounts relating to ~~an ICM Specified~~ a certain Disclosed Direct Client, in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) or Chapter VIII Part 2 Number 2.1.7 Paragraph (3), Chapter VIII Part 3 Number ~~3.1.6~~ 3.1.7 or Chapter VIII Part 4 Number ~~4.1.6~~ 4.1.7, as applicable.

The aggregate net amount of Eligible Margin Assets in the form of cash to be delivered as cover in respect of Variation Margin with respect to an Internal ~~ICM-SC-ISA~~ Cash Account shall be a “**Variation Margin Requirement**”. The party obliged to provide Variation Margin shall be the “**Variation Margin Provider**” and the party entitled to request Variation Margin shall be the “**Variation Margin Taker**”.

7.1.3 The applicable Variation Margin Requirement will be notified by Eurex Clearing AG to the Clearing Member.

7.1.4 The Clearing Member is required to separately demand or provide (additional) cover in respect of daily profits or losses arising in respect of the corresponding transactions with its ~~ICM-Specified~~ Disclosed Direct Clients in an amount not less than the variation margin requirement applicable between the Clearing Member and Eurex Clearing AG in respect of the relevant ~~ICM-SC-ISA~~ Transaction Accounts Group relating to the relevant ~~ICM Specified~~ Disclosed Direct Client.

7.2 Delivery of Variation Margin

7.2.1 Each of Eurex Clearing AG and the Clearing Member shall be obliged to fulfil any obligations to deliver or redeliver cover in respect of Variation Margin by transferring to the transferee all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third

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person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust.

7.2.2 Variation Margin shall be delivered and/or returned on each Business Day in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 and Number 1.3 of the General Clearing Provisions.

7.2.3 The term “actually delivered” when used in the ~~ICM for Specified Clients ISA~~ Provisions with respect to Variation Margin shall have the same meaning as set out in Number 6.3.4.1 (applied *mutatis mutandis*) and the term “actual delivery” shall be interpreted accordingly.

Where reference is made in the ~~ICM for Specified Clients ISA~~ Provisions to the “aggregate value” of Eligible Margin Assets in connection with the assessment of compliance with an obligation to deliver or redeliver cover in respect of Variation Margin, the aggregate value of the Eligible Margin Assets actually delivered will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

An actual delivery in respect of the relevant Variation Margin resulting in a corresponding Redelivery Claim (as defined in Number 7.3.1) shall also occur if, upon conclusion of an ~~ICM SC ISA~~ Transaction, the terms and conditions of such ~~ICM SC ISA~~ Transaction provide that due to a netting with an applicable initial consideration no actual payment in respect of such Variation Margin will occur.

7.3 Redelivery Claims with respect to Variation Margin

7.3.1 Eligible Margin Assets actually delivered as Variation Margin by the Variation Margin Provider in the form of cash with respect to an ~~ICM SC ISA~~ Transaction give rise to or increase a corresponding repayment claim of the Variation Margin Provider against the Variation Margin Taker (each a “Redelivery Claim”).

7.3.2 In the case of Variation Margin, either Eurex Clearing AG or the Clearing Member may be the creditor of the relevant Redelivery Claim.

For the purpose of a Redelivery Claim for Variation Margin, the term “equivalent” means an amount in the same currency and amount as such Eligible Margin Asset actually delivered in respect of Variation Margin.

7.4 Redelivery of Variation Margin

Subject to the occurrence of a Termination Date or an Insolvency Event or Failure to Pay Event, any Redelivery Claim with respect to Variation Margin (i) shall become due on any Business Day, if and to the extent that, on such Business Day, a profit amount has been determined in respect of the ~~ICM SC ISA~~ Transaction Accounts relating to the relevant Internal ~~ICM SC ISA~~ Cash Account (as applicable) for the benefit of such Variation Margin Provider in accordance with Chapter II Part 2 Number 2.1.2 Paragraph (1) and (2), Chapter II Part 3 Number 3.2.3 Paragraph (1), Number 3.3.3 Paragraph (1) or Chapter VIII Part 2 Number 2.1.7 Paragraph (3), Chapter VIII Part 3 Number ~~3.1.6-3.1.7~~ or Chapter VIII Part 4 Number ~~4.1.6-4.1.7~~, as applicable, (the relevant amount shall be the

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“Redelivery Amount”) and (ii) shall be decreased and discharged accordingly (subject to a minimum value of zero) if and to the extent equivalent Eligible Margin Assets in form of cash have been actually delivered to the Variation Margin Provider by the Variation Margin Taker. For the avoidance of doubt, if the profit amount determined for the benefit of the Variation Margin Provider is higher than its relevant Redelivery Claim with respect to Variation Margin as of such time, the payment of the excess amount by the other party constitutes itself a delivery of Variation Margin. In such case the roles of the Variation Margin Provider and Variation Margin Taker will be reversed.

8 Consequences of a Termination Event or Insolvency Termination Event

Upon the occurrence of a Termination Event or Insolvency Termination Event (each as defined in Number 7.2 of the General Clearing Provisions) with respect to a Clearing Member,

- (i) subject to and in accordance with Number 9, the Clearing of new ~~ICM-SC-ISA~~ Transactions under all ~~ICM-SC-ISA~~ Standard Agreements shall be suspended;
- (ii) subject to and in accordance with Number 10, the Clearing of ~~ICM-SC-ISA~~ Transactions shall be transferred to a Replacement Clearing Member; and/or
- (iii) subject to Number 10.2, the existing ~~ICM-SC-ISA~~ Transactions shall be terminated (the “Termination”) and-, subject to Number 11, a termination payment shall become due with respect to each ~~ICM-SC-ISA~~ Standard Agreement.

9 Suspension or Restriction of Clearing after the occurrence of a Termination Event or an Insolvency Termination Event

9.1 If a Termination Event or any of the following events occurs with respect to a Clearing Member:

- (i) the existence of an unremedied breach by the Clearing Member of any of its Clearing Agreements with Eurex Clearing AG, except where such breach is minor, technical or administrative in nature in the reasonable opinion of Eurex Clearing AG;
- (ii) a determination is made by Eurex Clearing AG that a limitation or suspension of Clearing is necessary for it to contain its exposure to the Clearing Member;
- (iii) the suspension or termination (other than a voluntary termination) of the Clearing Member's membership by another clearing house provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG 's reasonable opinion, material to the management of the risk of Eurex Clearing AG, and that Eurex Clearing AG first consults or attempts to consult with the Clearing Member and the competent regulatory authorities;
- (iv) the commencement of Disciplinary Procedures as defined in Number 14 of the General Clearing Provisions against a Clearing Member; or

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- (v) any other event in respect of the Clearing Member that could materially impact the ability of that Clearing Member to perform its obligations under the Clearing Conditions and any Clearing Agreement,

then Eurex Clearing AG may (taking into account the interests of such Clearing Member and its clients and provided that such action constitutes a proportionate and reasonable action) one or more times suspend or limit the Clearing of new ~~ICM-SC-ISA~~ Transactions under all ~~ICM-SC-ISA~~ Standard Agreements pursuant to the ~~ICM for Specified Clients-ISA~~ Provisions.

- 9.2 Eurex Clearing AG shall notify the affected Clearing Member and all affected ~~ICM Specified-Disclosed Direct~~ Clients of such Clearing Member of the decision to suspend or limit the Clearing. Eurex Clearing AG shall specify in the notification a reasonable period of time during which such suspension or limitation shall apply.

Furthermore, if Eurex Clearing AG so demands, the relevant Clearing Member shall, at its own expense, provide such information and evidence as Eurex Clearing AG, in its reasonable opinion, may deem necessary, to conduct an appropriate investigation of the facts and circumstances relating to a Termination Event or any of the events listed above.

Upon the occurrence of a Termination Event or any of the events listed above and unless such Termination Event or other events have been remedied, the Clearing Member is – subject to Number 10.15 (if applicable) and any other limitations or restrictions of the Clearing pursuant to the Clearing Conditions – only entitled to enter any order or quotes into the systems of the Markets if sufficient Margin and Variation Margin has been actually delivered to Eurex Clearing AG in advance.

Before limiting or suspending the Clearing of new ~~ICM-SC-ISA~~ Transactions under this Number 9, and without limiting its rights under Number 7.2.1 of the General Clearing Provisions, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the relevant Clearing Member, further to which Eurex Clearing AG may in its absolute discretion agree a grace period within which the Clearing Member may remedy the event in question. For the avoidance of doubt, in case the relevant event constitutes an Alleged Breach (as defined in the Disciplinary Procedures Rules) Eurex Clearing AG may commence Disciplinary Procedures in respect of the Clearing Member subject to and in accordance with the Disciplinary Procedures Rules.

- 9.3 Upon the occurrence of a Termination with respect to a Clearing Member the Clearing of new ~~ICM-SC-ISA~~ Transactions under all ~~ICM-SC-ISA~~ Standard Agreements of such Clearing Member shall automatically be suspended.

10 Porting of assets and positions in relation to an ~~ICM-SC-ISA~~ Standard Agreement

- 10.1 This Number 10 shall apply with respect to a Clearing Member, if Eurex Clearing AG has determined, based on the legal circumstances in the jurisdiction where such Clearing Member is domiciled, that the porting mechanics contemplated herein shall be applicable with respect to such Clearing Member. Eurex Clearing AG will from time to time publish a

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list of the relevant jurisdictions in respect of which this Number 10 is not (or not fully) applicable.

- 10.2 For the purposes of this Number 10 and solely with respect to an ~~ICM-SC-ISA~~ Standard Agreement (including all ~~ICM-SC-ISA~~ Transactions thereunder and all Redelivery Claims for Margin and all Redelivery Claims for Variation Margin relating thereto), a Termination, Termination Time and a Termination Date shall only occur
- (i) ~~at upon~~ the ~~end-expiry~~ of the ~~ICM-SC-ISA~~ Porting Election Period if no ~~ICM-SC-ISA~~ Porting Election Notice (as defined in Number 10.3) has been received by Eurex Clearing AG by such point in time;
 - (ii) upon the expiry of the ~~ICM-SC-ISA~~ Porting Period ~~in accordance with Number 10.4~~, if an ~~ICM-SC-ISA~~ Porting Election Notice had been received by Eurex Clearing AG by no later than the expiry of the ~~ICM-SC-ISA~~ Porting Election Period, but the Porting Requirements are not fulfilled in respect of such ~~ICM-SC-ISA~~ Standard Agreement at the expiry of the ~~ICM-SC-ISA~~ Porting Period. ~~Upon the occurrence of such Termination Date, Numbers 11 and 13 shall apply~~; or
 - (iii) immediately upon the receipt by Eurex Clearing AG of a Termination Election in accordance with Number 10.3.

Upon the occurrence of such Termination Date, Numbers 11 and 13 shall apply.

- 10.3 Upon the occurrence of a Termination ~~Event or an Insolvency Termination Event Date~~ with respect to the Proprietary Standard Agreement of the Clearing Member, Eurex Clearing AG shall ~~(a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the~~ Termination Time with respect to the Proprietary Standard Agreement of the Clearing Member, give notice to all other Clearing Members and all ~~ICM Specified- Disclosed Direct Clients of the Affected Clearing Member~~ in accordance with Number 16.1 of the General Clearing Provisions (i) of the occurrence of the Termination Event or the Insolvency Termination Event (as relevant) and (ii) that the ~~ICM-SC-ISA~~ Porting Period commences (the "~~ICM-SC-ISA~~ Porting Notice"). Eurex Clearing AG may inform other market participants or the public of the Termination with respect to the affected Clearing Member.

Upon the occurrence of a Termination Date with respect to the Proprietary Standard Agreement ~~(as defined in Part 2 Subpart B Number 4.1)~~ of the Clearing Member, each ~~ICM Specified- Disclosed Direct Client of the Affected Clearing Member~~ may determine by giving notice to Eurex Clearing AG (the "~~ICM-SC-ISA~~ Porting Election Notice") that ~~it either (i) consents to the Transfer (as defined in Number 10.4) of the ICM-SC Transactions under the relevant ICM-SC Standard Agreement (the "Transfer Election") or (ii) that it requires the Termination of the ICM-SC Transactions under such ICM-SC Standard Agreement (the "Termination Election"), in each case at the latest by 13:00 hours (Frankfurt am Main time) on the Business Day following the Termination Date with respect to the Proprietary Standard Agreement (as defined in Part 2 Subpart B Number~~

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~~4.1) of the Clearing Member (the "ICM-SC Porting Election Period").~~ Eurex Clearing may reject the Transfer Election of ~~an ICM-Specified~~ either:

- (i) it consents to the Transfer (as defined in Number 10.4) of the ISA Transactions under the relevant ISA Standard Agreement (the "Transfer Election"); or
- (ii) it requires the Termination of the ISA Transactions under such ISA Standard Agreement (the "Termination Election").

in each case at the latest by 13:00 hours (Frankfurt am Main time) on the Business Day following the Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member (the "ISA Porting Election Period"). The Disclosed Direct Client also needs to elect whether, as a result of the Transfer to the relevant Replacement Clearing Member, the ISA Transactions shall become ISA Transactions or Omnibus Transactions of the Replacement Clearing Member.

Eurex Clearing may reject the Transfer Election of a Disclosed Direct Client, if such ICM-Specified-Disclosed Direct Client has not submitted the ICM-SC-ISA Porting Election Notice together with a list of authorised signatories that are entitled to represent such ICM-Specified-Disclosed Direct Client.

If a Termination Election has been made with respect to an ~~ICM-SC-ISA~~ Standard Agreement or if a Transfer Election of ~~an ICM-Specified-a Disclosed Direct~~ Client has been rejected by Eurex Clearing AG in accordance with the foregoing paragraph, no Transfer of the ~~ICM-SC-ISA~~ Transactions under such ~~ICM-SC-ISA~~ Standard Agreement pursuant to Number 10.4 will be made. ~~In such case, Numbers 11 and 13 apply immediately with respect to such ICM-SC Standard Agreement.~~

10.4 If, at or prior to the end of the ~~ICM-SC-ISA~~ Porting Period, Eurex Clearing AG determines that all Porting Requirements in respect of an ~~ICM-SC-ISA~~ Standard Agreement are fulfilled,

- (i) all rights and obligations of the affected Clearing Member ~~with respect to:(i)~~ under such ~~ICM-SC-ISA~~ Standard Agreement (including all existing ~~ICM-SC-ISA~~ Transactions) ~~and;~~
- (ii) all Redelivery Claims for Margin in the form of cash relating to such ISA Standard Agreement, unless as a result of the Transfer to the relevant Replacement Clearing Member the ISA Transactions shall become Omnibus Transactions of the Replacement Clearing Member;
- (iii) if the Margin in form of Securities has been transferred by way of title transfer, all Redelivery Claims for Margin in the form of Securities relating to such ISA Standard Agreement, unless as a result of the Transfer to the relevant Replacement Clearing Member the ISA Transactions shall become (a) Omnibus Transactions of the Replacement Clearing Member or (b) ISA Transactions of the Replacement Clearing Member and the Replacement Clearing Member is obliged to provide Margin in the form of Securities by way of granting pledges;

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(iv) ~~or all Redelivery Claims for~~ Variation Margin relating to such ~~ICM-SC-ISA~~ Standard Agreement; and

(v) the Redelivery Claims (if any) arising pursuant to Number 10.8.5 (i)

shall be transferred by way of assumption of contract (*Vertragsübernahme*) (together a “**Transfer**”), to the relevant Replacement Clearing Member, and each Clearing Member (conditionally upon becoming an Affected Clearing Member) hereby expressly and irrevocably consents to such Transfer.

“~~ICM-SC-ISA~~ **Porting Period**” means

(i) a) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day; and

(ii) b) if any other Termination Event has occurred, the period from the publication of the ~~ICM-SC-ISA~~ Porting Notice until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day.

Eurex Clearing AG may extend the ~~ICM-SC-ISA~~ Porting Period with respect to one or more ~~ICM-SC-ISA~~ Standard Agreements in order to facilitate a Transfer by giving notice to the affected Clearing Member and the affected Disclosed Direct Clients. All other Clearing Members ~~as well as Non-Clearing Members and Registered Customers~~ may be informed of the extension in accordance with Number 16.1 of the General Clearing Provisions. Eurex Clearing AG may likewise inform other market participants or the public of the extension.

“**Porting Requirements**” means, with respect to an ~~ICM-SC-ISA~~ Standard Agreement, all of the following requirements:

(i) A) a transferee Clearing Member (the “**Replacement Clearing Member**”) has agreed with Eurex Clearing AG in writing on the assumption of contract (*Vertragsübernahme*) pursuant to this Number 10.4 in form and substance satisfactory to Eurex Clearing AG;

(ii) B) the Replacement Clearing Member has confirmed to Eurex Clearing AG that the relevant ~~ICM-Specified-Disclosed Direct~~ Client to which ~~ICM-SC-ISA~~ Transactions under the relevant ~~ICM-SC-ISA~~ Standard Agreement relate, has designated, and has taken all necessary steps to allow, the Replacement Clearing Member to act as its future Clearing Member ~~in respect of~~ for the Clearing of all its transactions that correspond to ~~ICM-SC-ISA~~ Transactions under the relevant ~~ICM-SC-ISA~~ Standard Agreement either as ISA Transactions or as Omnibus Transactions of the Replacement Clearing Member;

(iii) C) the Replacement Clearing Member has (a) provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in Margin and Variation Margin in respect of all ~~ICM-SC-ISA~~ Transactions that are subject to the Transfer or, if following such Transfer, the Transactions shall constitute Omnibus Transactions,

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[any shortfall in Omnibus Margin and Omnibus Variation Margin](#)) or (b) undertaken to Eurex Clearing AG to provide the relevant amount of Eligible Margin Assets without undue delay following the Transfer.

Eurex Clearing AG may, in its free discretion, waive the requirement set out in ~~(#B)~~ above in whole or in part to the extent alternative arrangements have been made with the Replacement Clearing Member with respect to the relevant ~~ICM-SC~~ Transactions.

If the Porting Requirements are not satisfied by the end of the ~~ICM-SC-ISA~~ Porting Period (or such longer period of time specified by Eurex Clearing AG in the individual case) there will be no Transfer pursuant to this Number 10.4 and Numbers 11 and 13 shall apply.

10.5 Each Clearing Member may designate in advance by notice to Eurex Clearing AG another Clearing Member as a potential Replacement Clearing Member for each ~~ICM-SC~~ [ISA](#) Standard Agreement. The Clearing Member designated as a potential Replacement Clearing Member assumes no obligation to accept a Transfer. All Porting Requirements in respect of the relevant ~~ICM-SC-ISA~~ Standard Agreement need to be fulfilled to effect a Transfer.

10.6 No Transfer shall affect any other ~~ICM-SC-ISA~~ Standard Agreement.

10.7 Eurex Clearing AG may provide for further or alternative procedures for the transfer of assets and positions that it deems necessary taking into account applicable laws with respect to any such transfer.

10.8 If a Transfer in accordance with Number 10.4 occurs in respect of an ~~ICM-SC-ISA~~ Standard Agreement [and as a result of such Transfer to the relevant Replacement Clearing Member the ISA Transactions shall become ISA Transactions of the Replacement Clearing Member](#), Eligible Margin Assets in the form of Securities that ~~constitute~~ [have been pledged to Eurex Clearing AG as](#) Margin in respect of such ~~ICM-SC~~ [ISA](#) Standard Agreement shall be transferred to the Replacement Clearing Member by way of a transfer of title therein, subject to the following provisions:

[10.8.1](#) Each Clearing Member (conditionally upon becoming an Affected Clearing Member) hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to offer to transfer to the Replacement Clearing Member, on behalf of the Affected Clearing Member, title in all such Eligible Margin Assets in the form of Securities and to issue all other statements and to take all other acts on behalf of the Affected Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of such Securities to the Replacement Clearing Member.

[10.8.2](#) [If the ISA Transactions shall become ISA Transactions of the Replacement Clearing Member and the Replacement Clearing Member and the Replacement Clearing Member is obliged to provide Margin in the form of Securities by way of granting pledges.](#)

(iii) ~~Any~~ [a](#) transfer of such Securities to the Replacement Clearing Member shall, subject to Paragraph ~~(iii)~~ below, be without prejudice of the security interest granted to Eurex Clearing AG in the relevant Securities:

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(iii) Eurex Clearing AG and the Affected Clearing Member hereby agree that, following ~~a~~ the transfer of such Securities, to the Replacement Clearing Member:

(A) the security interests held by Eurex Clearing AG in those Securities ~~that constitute Margin~~ shall no longer secure rights and claims of Eurex Clearing AG in respect of any other agreement with the Affected Clearing Member; ~~and~~

~~Eurex Clearing AG and each Clearing Member agree that, following the transfer of all Eligible Margin Assets in the form of Securities to the Replacement Clearing Member in accordance with Number 10.8, (B)~~ the security purpose of the security interests held by Eurex Clearing AG in such Securities shall also extend to all present and future claims under any ~~ICM-SC-ISA~~ Transactions, any Difference Claim and any other present and future claims, in each case, of Eurex Clearing AG against the Replacement Clearing Member under the relevant ~~ICM-SC-ISA~~ Standard Agreement with such Replacement Clearing Member.

10.8.3 If the ISA Transactions shall become ISA Transactions of the Replacement Clearing Member and the Replacement Clearing Member has made a Title Transfer Margin Election, upon the transfer of the relevant Eligible Margin Assets in the form of Securities to the Replacement Clearing Member, the Replacement Clearing Member shall be obliged to transfer title in such Eligible Margin Assets to Eurex Clearing AG as Margin in respect of the transferred ISA Transactions. The security interests held by Eurex Clearing AG in such Eligible Margin Assets shall upon the transfer be extended in accordance with Number 10.8.2 (ii)(B) and shall only lapse when title in such Eligible Margin Assets has been transferred to Eurex Clearing AG by the Replacement Clearing Member.

10.8.4 If the ISA Transactions shall become Omnibus Transactions of the Replacement Clearing Member, the Eligible Margin Assets in form of Securities that have been pledged to Eurex Clearing AG shall not be transferred to the Replacement Clearing Member, but shall be transferred to the relevant Disclosed Direct Client by way of a transfer of title (and any pledges over such Securities shall be released) and Number 13.2 shall apply *mutatis mutandis* to such transfer, subject to Number 13.3 (applied *mutatis mutandis*).

10.8.5 If a transfer of Eligible Margin Assets in the form of Securities (that have been pledged to Eurex Clearing AG as Margin) to the securities account of the Replacement Clearing Member pursuant to Number 10.8.1 to 10.8.3 or of the relevant Disclosed Direct Client pursuant to Number 10.8.4 (as applicable) is impossible or impractical due to restrictions of the securities depository bank, custodian or central securities depository used by the Replacement Clearing Member or the Disclosed Direct Client or for other reasons, each Clearing Member (conditionally upon becoming an Affected Clearing Member) hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to liquidate on behalf of the Affected Clearing Member such Eligible Margin Assets in the form of Securities and to appropriate the proceeds of the realisation of such Securities, and, ~~upon such liquidation:~~

(i) unless Number 10.8.4 applies, a Redelivery Claim (in cash) of the Affected Clearing Member in the amount of the value of such proceeds shall arise in respect of the ~~ICM-SC-ISA~~ Standard Agreement already transferred or to be transferred to the

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Replacement Clearing Member pursuant to Number 10.4 and such Redelivery Claim shall then be subject to the Transfer: and

(ii) if Number 10.8.4 applies, to transfer such proceeds to the Disclosed Direct Client, subject to Number 13.3 (applied *mutatis mutandis*).

- 10.9 If Eligible Margin Assets in the form of Securities in respect of the ISA Transactions that are subject to a Transfer have been provided by the Affected Clearing Member to Eurex Clearing AG as Margin by way of title transfer, the following shall apply:
- 10.9.1 If the ISA Transactions become ISA Transactions of the Replacement Clearing Member and the Replacement Clearing Member is obliged to provide Margin in the form of Securities by way of granting pledges, Eurex Clearing AG shall transfer title in such Eligible Margin Assets in the form of Securities to the Replacement Clearing Member and such Securities shall forthwith be credited to the relevant ISA Pledged Securities Account, the relevant ISA CASS Pledged Securities Account or the relevant securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions) of the Replacement Clearing Member (and the corresponding Redelivery Claims of the Affected Clearing Member shall lapse).
- 10.9.2 If the ISA Transactions shall become ISA Transactions of the Replacement Clearing Member and the Replacement Clearing Member has made a Title Transfer Margin Election, Eurex Clearing AG shall credit such Eligible Margin Assets in the form of Securities to the Replacement Clearing Member on the ISA Securities Account of the Replacement Clearing Member or the Eurex Clearing ISA Securities Account.
- 10.9.3 If the ISA Transactions shall become Omnibus Transactions of the Replacement Clearing Member, any Redelivery Claims of the Affected Clearing Member relating to Margin in the form of Securities shall become due and shall be discharged by a transfer of equivalent Securities to the relevant Disclosed Direct Client, subject to Number 13.3 (applied *mutatis mutandis*).
- 10.10 If Eligible Margin Assets in the form of cash in respect of the ISA Transactions that are subject to a Transfer have been provided by the Affected Clearing Member to Eurex Clearing AG as Margin in respect of such ISA Standard Agreement and if the transferred ISA Transactions shall become Omnibus Transactions of the Replacement Clearing Member, any Redelivery Claim relating to Margin in the form of cash shall become due and shall be discharged by a payment to the relevant Disclosed Direct Client, subject to Number 13.3 (applied *mutatis mutandis*).
- 10.11 As a result of a Transfer all rights and obligations under the relevant ~~ICM-SC-ISA~~ Standard Agreement (including all existing ~~ICM-SC-ISA~~ Transactions) and all Redelivery Claims for Margin and Variation Margin relating thereto that have been transferred to the Replacement Clearing Member (a) will be subject to the Clearing Agreement between Eurex Clearing AG and the Replacement Clearing Member in the form appended to the Clearing Conditions as Appendix 1 and (b) will no longer be subject to any Clearing Agreement with the Affected Clearing Member.

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10.12 Immediately following a Transfer:

(i) all rights and obligations under each transferred ISA Standard Agreement (including all existing ISA Transactions) shall:

~~10.12 Immediately following a Transfer, all rights and obligations under each transferred ICM-SC Standard Agreement (including all existing ICM-SC Transactions) shall~~

(a) if the ISA Transactions shall become ISA Transactions of the Replacement Clearing Member, initially form a separate ICM-SC ISA Standard Agreement between the Replacement Clearing Member and Eurex Clearing AG and shall not be combined with or included in another existing ICM-SC Standard Agreement, and

(b) if the ISA Transactions shall become Omnibus Transactions of the Replacement Clearing Member, form part of the relevant Omnibus Standard Agreement between the Replacement Clearing Member and Eurex Clearing AG; and

(ii) all Redelivery Claims for Variation Margin will initially be allocated to such ICM-SC ISA Standard Agreement or such Omnibus Standard Agreement (as applicable) and all transferred Redelivery Claims for Margin will be allocated to such Internal ICM-SC ISA Margin Account or such Internal Omnibus Margin Account, respectively (relating to the Replacement Clearing Member) as specified by the Replacement Clearing Member (which specification shall be provided in the form requested by Eurex Clearing AG).

10.13 Following a Transfer ~~pursuant to Number 10.4 and a transfer of Eligible Margin Assets in the form of Securities in accordance with Number 10.8, Eurex Clearing AG shall credit and Redelivery Claims~~ to the Replacement Clearing Member ~~(with respect to each ICM-SC Standard Agreement that is subject to such Transfer), by making appropriate changes to its records, all Margin and all Variation Margin provided to it by the Affected Clearing Member in respect of the relevant ICM-SC Standard Agreement and, following such allocation, such~~ pursuant to Number 10.4 to 10.12, the relevant amounts or assets shall constitute Margin or Omnibus Margin and Variation Margin or Omnibus Variation Margin, respectively, of the Replacement Clearing Member and Eurex Clearing AG shall make the appropriate changes to its records.

10.14 It is the responsibility of the Affected Clearing Member and/or the Replacement Clearing Member to enter into relevant agreements (if any) with their relevant ~~ICM-Specified Disclosed Direct~~ Clients for granting any compensation to, or obtaining any compensation from, such ~~ICM-Specified-Disclosed Direct~~ Clients in connection with any transfers made in accordance with this Number 10.

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10.15 During the ~~ICM-SC-ISA~~ Porting Period

- (i) the Clearing of ~~ICM-SC-ISA~~ Transactions under each ~~ICM-SC-ISA~~ Standard Agreement between Eurex Clearing AG and the Affected Clearing Member shall always be suspended;
- (ii) the Affected Clearing Member shall not be entitled to enter any orders or quotes into the systems of the Markets;
- (iii) all Redelivery Claims of the Affected Clearing Member with respect to Margin ~~in the form of cash~~ and Variation Margin shall be deferred (*gestundet*);
- (iv) all claims of the Affected Clearing Member for a release of Margin in the form of Securities shall be deferred (*gestundet*); and
- (v) Eurex Clearing AG shall not be obliged to provide any Variation Margin to the Affected Clearing Member.

11 Consequences of a Termination

If a Termination Date has occurred with respect to an ~~ICM-SC-ISA~~ Standard Agreement, the following provisions shall apply.

11.1 Termination of ~~ICM-SC-ISA~~ Transactions and Redelivery Claims

All current and future primary obligations (including payment and delivery obligations) under the relevant ~~ICM-SC-ISA~~ Standard Agreement between Eurex Clearing AG and the Affected Clearing Member arising from the related ~~ICM-SC-ISA~~ Transactions, any Redelivery Claim with respect to Margin and Variation Margin allocated to such ~~ICM-SC-ISA~~ Standard Agreement shall expire (*auflösende Bedingung*) as of the Termination Time and shall no longer be required to be performed by the relevant obligor. Furthermore, all due but unsatisfied obligations in respect of Margin and Variation Margin shall expire (*auflösende Bedingung*) as of the Termination Time. The expiration affects all claims arising from ~~ICM-SC-ISA~~ Transactions under the relevant ~~ICM-SC-ISA~~ Standard Agreement independent of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the relevant Difference Claim with respect to the relevant ~~ICM-SC-ISA~~ Standard Agreement, subject to and in accordance with Number 7.3 of the General Clearing Provisions.

11.2 Difference Claim

A difference claim of either Eurex Clearing AG or the Affected Clearing Member, under the relevant ~~ICM-SC-ISA~~ Standard Agreement shall become unconditional and immediately due in the Termination Currency against the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Number 7.3 of the General Clearing Provisions using the Liquidation Price Approach (each a “**Difference Claim**”).

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11.3 Notification of the Difference Claim

Eurex Clearing AG shall notify the value of the Difference Claim determined by it with respect to the relevant ~~ICM-SC-ISA~~ Standard Agreement to the Affected Clearing Member and the relevant ~~ICM-Specified-Disclosed Direct~~ Client [to whom the Clearing of ISA Transactions relates](#) as soon as reasonably practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.

11.4 Payment of Difference Claim

11.4.1 The debtor of the Difference Claim under the relevant ~~ICM-SC-ISA~~ Standard Agreement between Eurex Clearing AG and the Affected Clearing Member shall pay the amount of the Difference Claim to the other party [\(subject, if applicable, to Number 13.1\)](#) as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to Number 11.3.

11.4.2 The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate applicable to the currency of the Difference Claim.

11.5 Realisation of Margin

11.5.1 In case Eurex Clearing AG is, with respect to an ~~ICM-SC-ISA~~ Standard Agreement, the creditor of the Difference Claim against the Affected Clearing Member, Eurex Clearing AG shall be entitled to realise the pledges created by the Affected Clearing Member in accordance with Number 6.3.2 as further set out in this Number 11.5.

11.5.2 Eurex Clearing AG shall enforce and realise its pledges over Eligible Margin Assets in the form of Securities booked to any Internal ~~ICM-SC-ISA~~ Margin Account relating to such ~~ICM-SC-ISA~~ Standard Agreement in accordance with Number 3.6. Eurex Clearing AG shall be entitled to realise the pledges over the Securities so booked only in satisfaction of the Difference Claim relating to the relevant ~~ICM-SC-ISA~~ Standard Agreement.

12 Set-off

12.1 Prior to a Termination Date with respect to an ~~ICM-SC-ISA~~ Standard Agreement or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, any claims (including claims to provide cover in respect of Margin or Variation Margin) of Eurex Clearing AG or the Clearing Member under an ~~ICM-SC-ISA~~ Standard Agreement may be set off against claims of the respective other party under the same ~~ICM-SC-ISA~~ Standard Agreement.

12.2 Eurex Clearing AG is entitled to set off any Difference Claim it may have against the Clearing Member under an ~~ICM-SC-ISA~~ Standard Agreement against any Difference Claim it owes to the Clearing Member under the Proprietary Standard Agreement (as defined in Part 2 Subpart B Number 4.1).

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12.3 Any other set-off of claims between Eurex Clearing AG and the Clearing Member under an ~~ICM-SC-ISA~~ Standard Agreement shall be prohibited. Subject to the segregation requirements applicable under EMIR, this does not apply to a set-off with claims which are undisputed or have been determined as legally binding.

13 Return of any balance owed by Eurex Clearing AG in respect of an ~~ICM-SC-ISA~~ Standard Agreement after the completion of the default management process

If a Termination Date in respect of an ~~ICM-SC-ISA~~ Standard Agreement has occurred, Eurex Clearing AG shall return any balance owed by it in respect of such ~~ICM-SC-ISA~~ Standard Agreement following the completion of the default management process pursuant to Part 1 Number 6 and 7 (and as otherwise set out in these Clearing Conditions) with respect to the Clearing Member as follows:

13.1 Any Difference Claim in relation to such ~~ICM-SC-ISA~~ Standard Agreement owed by Eurex Clearing AG shall be discharged by payment of the relevant amount to the relevant ~~ICM Specified- Disclosed Direct~~ Client.

If Eurex Clearing AG is the debtor of the Difference Claim, Eurex Clearing AG may upon the request of the Disclosed Direct Client discharge the Difference Claim in whole or in part by delivering Securities to the Disclosed Direct Client that are equivalent to Securities that have been delivered to Eurex Clearing AG as Margin (by way of title transfer) under the relevant ISA Standard Agreement; the Securities so delivered shall be taken into account with respect to the discharge of the Difference Claim at the price which has been applied for the Redelivery Claim with respect to such Securities in calculating the Difference Claim.

13.2 Eligible Margin Assets in the form of Securities ~~actually delivered that have been pledged~~ to Eurex Clearing AG ~~in respect of as~~ Margin in relation to such ~~ICM-SC-ISA~~ Standard Agreement and that are not realised by Eurex Clearing AG during its default management process (the "~~ICM-SC-ISA~~ Direct Return Securities") shall be transferred by Eurex Clearing AG to the relevant ~~ICM Specified Client~~ Disclosed Direct Client and any pledges over such Securities shall be released.

Each Clearing Member (conditionally upon becoming an Affected Clearing Member) hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to offer to transfer to the relevant ~~ICM Specified- Disclosed Direct~~ Client, on behalf of the Affected Clearing Member, all ~~ICM-SC-ISA~~ Direct Return Securities and to issue all other statements and to take all other acts on behalf of the Affected Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of the ~~ICM-SC-ISA~~ Direct Return Securities to the relevant ~~ICM Specified- Disclosed Direct~~ Client.

13.3 Any payment or transfer to ~~an ICM Specified- a Disclosed Direct~~ Client pursuant to this Number 13 shall be subject to (i) receipt by Eurex Clearing AG of any information that Eurex Clearing AG requires or requests from such ~~ICM Specified- Disclosed Direct~~ Client in order to comply with any statutory or regulatory obligations with respect to the relevant payment or transfer to such ~~ICM Specified- Disclosed Direct~~ Client, and (ii) compliance with any statutory or regulatory obligations applicable to Eurex Clearing AG. Eurex

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Clearing shall not be required to make such payment or transfer to the relevant ~~ICM Specified-Disclosed Direct~~ Client (and shall instead make such payment or transfer to the Clearing Member for the account of the relevant ~~ICM Specified-Disclosed Direct~~ Client) if Eurex Clearing is not satisfied that such payment or transfer by Eurex Clearing AG to the ~~ICM Specified-Disclosed Direct~~ Client would result in a final discharge of the corresponding obligations of Eurex Clearing AG vis-à-vis the Clearing Member.

14 Special Provisions relating to the CASS Rules

- 14.1 Clearing Members have the option to clear certain ~~ICM-SC-ISA~~ Transactions that qualify as Eurex Transactions or OTC Interest Rate Derivative Transactions (~~“ICM-SC-ISA CASS Eligible Transactions”~~) in accordance with the CASS Rules (as defined in Part 2 Number 4). The Clearing Member shall be solely responsible, and Eurex Clearing AG does not assume any liability, for compliance with the CASS Rules.
- 14.2 The Clearing Member may, with respect to ~~ICM-SC-ISA~~ Transactions, elect in the Annex to its Clearing Agreement with Eurex Clearing AG pursuant to Appendix 1 whether all or several ~~ICM-SC-ISA~~ CASS Eligible Transactions shall be cleared in accordance with the special provisions set out in this Number 14.
- 14.3 The Clearing Member may designate, by notice to Eurex Clearing AG (which shall be submitted in the form requested by Eurex Clearing AG) one or several ~~ICM-SC-ISA~~ Transaction Accounts Groups (each together with the applicable Internal ~~ICM-SC-ISA~~ CASS Margin Account(s) pursuant to Number 14.7 and the applicable Internal ~~ICM-SC-ISA~~ CASS Cash Account(s) pursuant to Number 14.9) to constitute (either individually or collectively) a client transaction account for the purposes of the CASS Rules (each ~~ICM-SC-ISA~~ Transaction Accounts Group so individually designated, and all ~~ICM-SC-ISA~~ Transaction Accounts Groups so collectively designated, ~~a-an~~ **“ICM-SC-ISA CASS Client Account”**). For the avoidance of doubt, the ~~ICM-SC-ISA~~ CASS Client Account is not a Transaction Account for the purposes of these Clearing Conditions.
- 14.4 Each ~~ICM-SC-ISA~~ CASS Client Account shall be in the name of the Clearing Member. The name of an ~~ICM-SC-ISA~~ CASS Client Account and any sub-pool designation shall be for the purposes of identification only and shall not affect the application of the Clearing Conditions to the ~~ICM-SC-ISA~~ CASS Client Account. The name of the ~~ICM-SC-ISA~~ CASS Client Account and any sub-pool designation shall be one to which Eurex Clearing AG has no reasonable objection.
- 14.5 The Clearing Member shall ensure that only ~~ICM-SC-ISA~~ CASS Eligible Transactions executed between Eurex Clearing AG and the Clearing Member will be booked on a Transaction Account that forms part of an ~~ICM-SC-ISA~~ CASS Client Account. Each ~~ICM-SC-ISA~~ CASS Eligible Transaction booked on a Transaction Account that forms part of an ~~ICM-SC-ISA~~ CASS Client Account shall qualify as an **“ICM-SC-ISA CASS Transaction”**.
- 14.6 Only Eligible Margin Assets in the form of Securities that have been transferred to an ~~ICM-SC-ISA~~ CASS Pledged Securities Account or a securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of ISA CASS

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[Transactions](#)) shall be booked to an Internal ~~ICM-SC-ISA~~ Margin Account that forms part of an ~~ICM-SC-ISA~~ CASS Client Account. [Margin in the form of Securities in relation to an Internal ISA CASS Margin Account can only be provided by way of granting pledges.](#)

- 14.7 Upon the instruction of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG), Eurex Clearing AG will, in its internal systems, establish and maintain for each Clearing Member one or more Internal ~~ICM-SC-ISA~~ Margin Accounts with respect to Eligible Margin Assets for ~~ICM-SC-ISA~~ CASS Transactions (each an “Internal ~~ICM-SC-ISA~~ CASS Margin Account”).
- 14.8 Any Internal ~~ICM-SC-ISA~~ CASS Margin Account may only and must relate to an ~~ICM-SC-ISA~~ Transaction Accounts Group that forms part of an ~~ICM-SC-ISA~~ CASS Client Account.
- 14.9 With respect to each currency accepted by it, Eurex Clearing AG shall establish and maintain, with respect to a Clearing Member
- (i) in relation to each Internal ~~ICM-SC-ISA~~ CASS Margin Account, one internal cash account for the settlement of payment claims arising under the ~~ICM-SC-ISA~~ CASS Transactions booked on an ~~ICM-SC-ISA~~ Transaction Account that, as per the specification made by the Clearing Member (in the form requested by Eurex Clearing AG), relates to such Internal ~~ICM-SC-ISA~~ CASS Margin Account (including, in particular, all daily settlement payments, option premiums and payments in respect of the related Variation Margin, but excluding Settlement Claims); and
 - (ii) one internal cash account for Settlement Claims
- (each an “Internal ~~ICM-SC-ISA~~ CASS Cash Account”).
- The daily balance of each Internal ~~ICM-SC-ISA~~ CASS Cash Account (after taking into account permitted set-offs) shall be debited or credited, as the case may be, to the relevant Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in the account in respect of Margin or Variation Margin relating to ~~ICM-SC-ISA~~ CASS Client Accounts.
- 14.10 One Internal ~~ICM-SC-ISA~~ CASS Cash Account may only and must relate to one ~~ICM-SC-ISA~~ CASS Client Account.
- 14.11 The Clearing Member may clear ~~ICM-SC-ISA~~ Transactions and ~~ICM-SC-ISA~~ CASS Transactions with respect to the same ~~ICM-Specified-Disclosed Direct~~ Client. In that case and in deviation from Number 3.2, two ~~ICM-SC-ISA~~ Transaction Accounts Groups will be established with respect to the same ~~ICM-Specified-Disclosed Direct~~ Client: one ~~ICM-SC-ISA~~ Transaction Accounts Group for the ~~ICM-SK-ISA~~ Transaction Accounts on which ~~ICM-SC-ISA~~ CASS Transactions relating to such ~~ICM-Specified-Disclosed Direct~~ Client are booked and one ~~ICM-SC-ISA~~ Transaction Accounts Group for the ~~ICM-SC-ISA~~ Transaction Accounts on which other ~~SC-Related-DC-Related~~ Transactions relating to such ~~ICM-Specified-Disclosed Direct~~ Client are booked.

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Part 6 Basic Clearing Member Provisions

1 Application of the Basic Clearing Member Provisions

- 1.1 The provisions set forth in this Part 6 (the “**Basic Clearing Member Provisions**”) apply to entities other than a Clearing Member that participate in the Clearing of certain Transactions as a Basic Clearing Member (as defined in Part 1 Number ~~4.1.4~~[1.1.3 Paragraph \(4\)](#)) through a clearing agent (“**Clearing Agent**”) by entering into a Clearing Agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 10 (each a “**Basic Clearing Member Clearing Agreement**”).
- 1.2 Any Transaction between the Basic Clearing Member and Eurex Clearing AG shall be concluded only as a proprietary Transaction of the Basic Clearing Member (each a “**Basic Clearing Member Transaction**”). The Basic Clearing Member may not clear Transactions for clients, but only for its own account.
- 1.3 Basic Clearing Member Transactions may only be Market Transactions (except for Eurex Transactions, FWB Transactions and ISE Transactions) or OTC Interest Rate Derivative Transactions. Market Transactions and OTC Transactions are concluded in accordance with the following provisions:
- (1) Whenever an order or quote entered into the trading systems of a Market by a Basic Clearing Member or a Clearing Agent acting on behalf of the Basic Clearing Member is matched with another order or quote, in each case a Market Transaction with identical terms shall be concluded between Eurex Clearing AG and the relevant Basic Clearing Member.
 - (2) Whenever
 - (i) an Original OTC Transaction to which a Basic Clearing Member is a party is submitted to Eurex Clearing AG by a Clearing Agent on behalf of such Basic Clearing Member, either directly or via a third party information provider, as provided for in the Special Clearing Provisions, and
 - (ii) Eurex Clearing AG accepts such Original OTC Transaction for inclusion in the Clearing Procedures in accordance with the Special Clearing Provisions,

Eurex Clearing AG will, subject to the following provisions, interpose itself by means of a novation as central counterparty between the parties of the Original OTC Transaction.

Any novation of Original OTC Transactions shall be subject to the novation procedures, criteria and effectiveness requirements specified in the Special Clearing Provisions. The OTC Transactions resulting from the novation shall not be subject to the valid existence of the Original OTC Transaction (abstract novation).

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The Original OTC Transaction shall – subject to the Special Clearing Provisions – upon the novation becoming effective be replaced by two OTC Transactions, each on terms that are identical to the terms of the other OTC Transaction, one of which shall exist directly between Eurex Clearing AG and the Basic Clearing Member.

2 Admission Criteria; Continuing Obligations

An entity may enter into a Basic Clearing Member Clearing Agreement as a Basic Clearing Member or as a Clearing Agent in accordance with the following conditions.

2.1 Basic Clearing Member

2.1.1 Granting of Clearing Licence

- (1) The participation in the Clearing of Basic Clearing Member Transactions as a Basic Clearing Member requires a license issued by Eurex Clearing AG for each applicable Transaction Type (each a “**Basic Clearing Member Clearing License**”).
- (2) Eurex Clearing AG may grant a Basic Clearing Member Clearing License for a Transaction Type if the applicant meets the general prerequisites pursuant to Number 2.1.2 and the special prerequisites for the relevant Transaction Type set forth in the Special Clearing Provisions.
- (3) A Basic Clearing Member Clearing License for a Transaction Type will be granted upon the conclusion of (or an amendment to this effect of) the Basic Clearing Member Clearing Agreement.
- (4) Basic Clearing Member Clearing Licenses as well as any rights and obligations resulting therefrom may not be assigned or transferred by way of contractual agreement or otherwise without the consent of Eurex Clearing AG.

2.1.2 General Prerequisites for Basic Clearing Member Clearing Licenses

- (1) The Basic Clearing Member must be a credit institution, financial institution, investment firm, insurance undertaking, reinsurance undertaking, collective investment undertaking (in the case of an Unincorporated Fund, Sub-Fund or Fund Segment, acting through an Authorised Manager) as defined in Article 4(1) of the CRR or an institution for occupational retirement provision as defined in Article 6(a) of Directive 2003/41/EC, in each case domiciled in a member state of the EU or in Switzerland.
- (2) The Basic Clearing Member must have a technical connection to the systems of Eurex Clearing AG on the basis of the Basic Clearing Member Clearing Agreement, which shall incorporate the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG.
- (3) The requirements and procedures pursuant to Part 1 Number 2.1.2 Paragraph (3) as regards available own funds, equivalent regulatory capital and assets under management shall likewise apply to a Basic Clearing Member, except that Part 1

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Number 2.1.2 Paragraph (3) (d) shall not apply. If the own funds of the Basic Clearing Member fall below the minimum amount so required by Eurex Clearing AG from time to time, Eurex Clearing AG shall be entitled to require the Basic Clearing Member to provide Supplementary Margin; for the avoidance of doubt, non-compliance by the Basic Clearing Member with such requirement to provide Supplementary Margin shall constitute a Basic Clearing Member Termination Event. It is in Eurex Clearing AG's discretion to permit (or not permit) shortfalls in own funds, equivalent regulatory capital or the value of the assets under management, as applicable, to be made up, or continue to be made up, by Supplementary Margin.

- (4) Eurex Clearing AG must have conducted a positive internal assessment of the creditworthiness of the Basic Clearing Member prior to its admission and at least annually thereafter in accordance with the procedures and criteria defined for Clearing Members in Part 1 Number 1.6. The Basic Clearing Member is obliged to provide the data relevant to perform the respective assessments upon request of Eurex Clearing AG. Eurex Clearing AG determines dedicated thresholds or limits for each of the monitored risks. The Basic Clearing Member is required to comply with these thresholds and limits at all times.
- (5) The Basic Clearing Member must, upon admission and at all times thereafter, have a General Clearing Member appointed to act as its Clearing Agent in accordance with a Basic Clearing Member Clearing Agreement and such Clearing Agent must satisfy all requirements with respect to a Clearing Agent stipulated in these Clearing Conditions.

2.1.3 Rejection and Termination of Basic Clearing Member Clearing Licenses

- (1) Part 1 Number 2.1.4 Paragraph (1) shall apply *mutatis mutandis* to a Basic Clearing Member Clearing License.
- (2) Basic Clearing Member Clearing Licenses may be terminated by Eurex Clearing AG or the Basic Clearing Member in accordance with Part 1 Number 13.1.
- (3) Upon the occurrence of a Basic Clearing Member Termination Date, all Basic Clearing Member Clearing Licenses of the affected Basic Clearing Member shall automatically expire.

2.1.4 Certain continuing Obligations of Basic Clearing Members

- (1) Each Basic Clearing Member shall ensure that, at any time, sufficient funds are credited to the Basic Clearing Member Cash Accounts and that sufficient amounts of Securities and cash amounts for the settlement of Settlement Claims are credited to relevant security accounts and the corresponding cash accounts.
- (2) Each Basic Clearing Member shall – in accordance with any mandatory laws applicable to it – promptly inform Eurex Clearing AG if it is no longer in compliance with any of the prerequisites for any Basic Clearing Member Clearing License granted to it or if any other circumstances prevail, which might render any of these

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prerequisites no longer satisfied or if a Basic Clearing Member Termination Event or Basic Clearing Member Insolvency Termination Event has occurred.

- (3) Basic Clearing Members are obliged, at the request of Eurex Clearing AG, to provide Eurex Clearing AG with evidence of continued compliance with the prerequisites for a Basic Clearing Member Clearing License.
- (4) Each Basic Clearing Member shall notify Eurex Clearing AG immediately and without request if it is unable to fulfil any obligations under a Basic Clearing Member Transaction or any other obligations under a Basic Clearing Member Standard Agreement or Basic Clearing Member Clearing Agreement, including its obligations to deliver Basic Clearing Member Margin or Basic Clearing Member Variation Margin, if it becomes aware that its Clearing Agent is unable to fulfil any of the Clearing Agent's obligations under the Basic Clearing Member Clearing Agreement or any of the Basic Clearing Member's obligations that shall be performed through the Clearing Agent.

2.2 Clearing Agent

- 2.2.1 The Clearing Agent must be a Clearing Member, hold a General Clearing License and meet the general and special prerequisites for each Transaction Type that the Basic Clearing Member intends to clear.
- 2.2.2 Eurex Clearing AG retains the right to reject a Clearing Agent for a Basic Clearing Member in order to prevent and control adverse risk constellations in accordance with Eurex Clearing AG's risk management policy.

3 Role of Clearing Agent

- 3.1 The Clearing Agent acts on behalf and for the account of the Basic Clearing Member with respect to the rights and obligations of the Basic Clearing Member towards Eurex Clearing AG under the Basic Clearing Member Clearing Agreement and any Basic Clearing Member Transaction as further set out in this Part 6. Subject to Number 3.7, the entire clearing relationship between the Basic Clearing Member and Eurex Clearing AG shall accordingly be administered and settled through the Clearing Agent as further set out in these Basic Clearing Member Provisions.

The Clearing Agent shall, without prejudice to the right of Eurex Clearing AG pursuant to Number 7.3.1 Paragraph (2) and Number 7.3.2 Paragraph (2) to directly debit a Basic Clearing Member Cash Account held by the Clearing Agent, not have any obligation (i) to provide Basic Clearing Member Margin or Basic Clearing Member Variation Margin and/or (ii) to satisfy any Settlement Claims in respect of any Basic Clearing Member Transactions and any failure to do so shall as such not constitute a Termination Event in respect of the Clearing Agent.

- 3.2 By entering into the Basic Clearing Member Clearing Agreement with the Clearing Agent and Eurex Clearing AG, subject to Number 3.7, the Basic Clearing Member irrevocably authorizes (*bevollmächtigt*) the Clearing Agent to submit and receive, also on behalf of

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the Basic Clearing Member, all statements (including, without limitation, any notice, termination notice or other declaration to and from Eurex Clearing AG) and to take and accept all other acts on behalf of the Basic Clearing Member that are necessary or expedient to effect Basic Clearing Member Transactions and for the performance by or to the Basic Clearing Member of obligations arising thereunder or under the Basic Clearing Member Clearing Agreement. The Clearing Agent shall be entitled to grant sub-authorisations (*Untervollmachten*).

- 3.3 The Basic Clearing Member agrees that Eurex Clearing AG is entitled to discharge (*erfüllen*) all present and future delivery and payment obligations which may arise under the relevant Basic Clearing Member Clearing Agreement or any Basic Clearing Member Transaction by payment or delivery, respectively, to the Clearing Agent. Any such payment or delivery by Eurex Clearing AG to the Clearing Agent will discharge (*erfüllen*) the relevant payment or delivery obligation of Eurex Clearing AG to the Basic Clearing Member.
- 3.4 Eurex Clearing AG agrees that the Clearing Agent is entitled to discharge (*erfüllen*) all present and future delivery and payment obligations of the Basic Clearing Member which may arise under the relevant Basic Clearing Member Clearing Agreement or any Basic Clearing Member Transaction by payment or delivery, respectively, to Eurex Clearing AG. Any such payment or delivery by the Clearing Agent to Eurex Clearing AG will discharge (*erfüllen*) the relevant payment or delivery obligation of the Basic Clearing Member to Eurex Clearing AG.
- 3.5 Unless otherwise set out in these Basic Clearing Member Provisions, any recourse, reimbursement or other claims of the Clearing Agent against the Basic Clearing Member resulting from the performance by the Clearing Agent of any claims arising under the relevant Basic Clearing Member Clearing Agreement or of any obligations of the Basic Clearing Member are solely a matter of, and subject to, any additional terms to the Basic Clearing Member Clearing Agreement, as such additional terms may be agreed on a bilateral basis between the Clearing Agent and the Basic Clearing Member in accordance with Number 4.1.5.
- 3.6 The Clearing Agent shall, subject to and in accordance with the General Clearing Provisions, participate in any default management process with respect to all Basic Clearing Member Transactions of a particular Basic Clearing Member (for which it acts as Clearing Agent). Subject to and in accordance with the DM Auction Rules, a Basic Clearing Member (with respect to which no Basic Clearing Member Termination Event has occurred) may, upon invitation by Eurex Clearing AG, participate in any default management process directly or through its Clearing Agent.
- 3.7 The Basic Clearing Member may, subject to the Clearing Agent's prior written consent, upon at least five (5) Business Days' prior written notice to Eurex Clearing AG and the Clearing Agent, limit the role, tasks, functions and authorities of the Clearing Agent to only some of the tasks, functions and authorities of the Clearing Agent set out or referred to in this Part 6 (the "**Clearing Agent Limitation Notice**"), except that a Clearing Agent Limitation Notice may not limit any of the Clearing Agent's tasks, functions and authorities

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set out or referred to in Number 3.6 or Number 9. The Clearing Agent Limitation Notice must set out the tasks, functions and authorities of the Clearing Agent that shall be subject to such limitation (and, as relevant, the scope of such limitation in respect to a particular task, function and authority) and the point in time at which such limitation shall take effect. Upon a limitation having become effective in accordance with the preceding sentences, the tasks, functions and authorities of the Clearing Agent specified in the Clearing Agent Limitation Notice shall be transferred to the Basic Clearing Member, and the relevant provisions of the Clearing Conditions shall be read accordingly. Upon the Clearing Agent Limitation Notice becoming effective, the relevant Basic Clearing Member Clearing Agreement shall automatically be amended accordingly. The provision of this Number 3.7 shall apply accordingly, with respect to a subsequent termination of a limitation of the Clearing Agent's tasks, functions and authorities.

3.8 If the Basic Clearing Member Cash Account is an account held by the Clearing Agent, upon the occurrence of a Basic Clearing Member Default Information Event, the Clearing Agent shall be entitled to withdraw, by written notice to Eurex Clearing AG (a "**Clearing Agent Debit Withdrawal Notice**"), the right of Eurex Clearing AG to debit such Basic Clearing Member Cash Account and Eurex Clearing AG shall, without undue delay (*unverzüglich*) after receipt of such Clearing Agent Debit Withdrawal Notice, cease to debit such Basic Clearing Member Cash Account for any payments owed by such Basic Clearing Member.

3.9 The Clearing Agent shall notify Eurex Clearing AG and the Basic Clearing Member immediately and without request if it is, or becomes aware that it will be, unable to fulfil any of its obligations under the Basic Clearing Member Clearing Agreement.

4 Content of Basic Clearing Member Clearing Agreement and the Basic Clearing Member Standard Agreement

4.1 Construction

4.1.1 If a Basic Clearing Member Clearing Agreement is entered into by Eurex Clearing AG, a Clearing Agent and a Basic Clearing Member, such Basic Clearing Member Clearing Agreement will provide for terms and conditions applying (i) between Eurex Clearing AG, the Clearing Agent and the Basic Clearing Member and (ii) between Eurex Clearing AG and the Basic Clearing Member with respect to the Basic Clearing Member Standard Agreement (as defined below) and the Basic Clearing Member Transactions of such Basic Clearing Member.

4.1.2 All rights and obligations between Eurex Clearing AG and the Basic Clearing Member with respect to Basic Clearing Member Transactions under the Basic Clearing Member Clearing Agreement shall constitute a separate arrangement (each such arrangement a "**Basic Clearing Member Standard Agreement**"). All Basic Clearing Member Transactions and all Redelivery Claims between Eurex Clearing AG and the relevant Basic Clearing Member arising pursuant to the Basic Clearing Member Provisions under the relevant Basic Clearing Member Standard Agreement form a single agreement between the parties and such agreement constitutes a separate master agreement

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(*Rahmenvertrag*) between such parties which (subject to the provisions in these General Clearing Provisions on the termination of individual Basic Clearing Member Transactions) can be terminated only in its entirety.

- 4.1.3 Basic Clearing Member Transactions and all corresponding rights and obligations under the Basic Clearing Member Standard Agreement relating to the relevant Basic Clearing Member will be separate from:
- (a) all Basic Clearing Member Transactions and all corresponding rights and obligations under any other Basic Clearing Member Standard Agreement relating to any other Basic Clearing Member of the Clearing Agent,
 - (b) all Own Transactions and all corresponding rights and obligations under the Proprietary Standard Agreement between the Clearing Agent (acting in its capacity as Clearing Member) and Eurex Clearing AG, and
 - (c) any other rights and obligations under any other Standard Agreement established under any other Clearing Agreement between the Clearing Agent (acting in its capacity as Clearing Member) and Eurex Clearing AG pursuant to the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients~~ ISA Provisions.
- 4.1.4 References in these Basic Clearing Member Provisions to a Basic Clearing Member Standard Agreement shall be construed solely by reference to the Basic Clearing Member Clearing Agreement and a certain Basic Clearing Member (and shall therefore exclude any other Basic Clearing Member Standard Agreement or any other Standard Agreement established under any other Clearing Agreement pursuant to the Clearing Conditions).
- 4.1.5 The Clearing Agent and the Basic Clearing Member may separately agree on additional terms to the Basic Clearing Member Clearing Agreement to the extent those additional terms do not conflict with the Basic Clearing Member Clearing Agreement. In the event of any inconsistencies between any such additional terms and the Basic Clearing Member Clearing Agreement, the Basic Clearing Member Clearing Agreement shall prevail.
- 4.2 General principles applicable to the settlement of Basic Clearing Member Transactions and any Delivery and Redelivery of Basic Clearing Member Margin or Basic Clearing Member Variation Margin**
- 4.2.1 The Clearing Agent shall notify Eurex Clearing AG and the Basic Clearing Member Eurex Clearing AG and the Basic Clearing Member shall be obliged to fulfil any payment obligations under the Basic Clearing Member Transactions or obligations to deliver or redeliver cover in respect of either the Basic Clearing Member Margin (as defined in Number 7.1) or the Basic Clearing Member Variation Margin (as defined in Number 8.1) under the relevant Basic Clearing Member Standard Agreement by transferring to the transferee all right, title and interest in and to the Eligible Margin Assets in the form of cash free and clear of any and all rights and claims of the transferring party and of any third person, howsoever arising, including, without limitation, pursuant to applicable law or

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regulation or under any statutory or other trust. The value of such assets shall, as of the date the transfer is effected, be at least equal to the value at that date of the concerned payment or delivery obligation.

- 4.2.2 The actual payment of Eligible Margin Assets in the form of cash in respect of Basic Clearing Member Margin or Basic Clearing Member Variation Margin gives rise to a corresponding contractual claim of the margin provider against the margin taker for repayment of equivalent assets in the same amount as such Eligible Margin Assets actually delivered (or increases an already existing repayment or redelivery claim; each such claim shall be referred to as a **“Redelivery Claim”**). Each such Redelivery Claim shall be allocated to the relevant Basic Clearing Member Standard Agreement.

In the case of Basic Clearing Member Margin in the form of cash, only the Basic Clearing Member may be the creditor of the relevant Redelivery Claim and in the case of Basic Clearing Member Variation Margin, Eurex Clearing AG or the Basic Clearing Member may be the creditor of the relevant Redelivery Claim.

For the purpose of the relevant Redelivery Claim, the term **“equivalent”** means the same amount in the same currency as such Eligible Margin Assets actually delivered in respect of the Basic Clearing Member Margin or the Basic Clearing Member Variation Margin.

A Redelivery Claim will become due with respect to (i) Basic Clearing Member Margin in the form of cash upon receipt of a respective declaration from the Clearing Agent (acting on behalf and for the account of the Basic Clearing Member) by Eurex Clearing AG prior to the then applicable cut-off time of any Business Day, as specified by Eurex Clearing AG on its website www.eurexclearing.com for cash with respect to the relevant currency, if and to the extent the relevant applicable Default Basic Clearing Member Margin Requirement (as defined in Number 7.2.1) is below the aggregate value of all Eligible Margin Assets actually delivered in respect of the Basic Clearing Member Margin, and with respect to (ii) Basic Clearing Member Variation Margin in accordance with Number 8, in each case provided that no Termination Date with respect to the Clearing Agent and no Basic Clearing Member Termination Date has occurred, respectively.

- 4.2.3 Subject to Number 3.2.2 Paragraph (2) and (3) of the General Clearing Provisions, the term **“actually delivered”** when used in the Basic Clearing Member Provisions means (i) the actual credit of an Eligible Margin Asset in the form of cash to the relevant Eurex Clearing AG cash account, (ii) the actual credit of an Eligible Margin Asset in the form of Securities to the relevant Basic Clearing Member Pledged Securities Account and such Eligible Margin Asset being subject to a valid pledge in accordance with Number 7.6.1 Paragraph (3), or (iii) in the event of a set-off pursuant to Number 6, the legal effectiveness of such set-off. The term **“actual delivery”** shall be interpreted accordingly.

Where reference is made in the Basic Clearing Member Provisions to the **“aggregate value”** of Eligible Margin Assets in connection with the assessment of compliance with the Default Basic Clearing Member Margin Requirement or an obligation to deliver or redeliver cover in respect of the Basic Clearing Member Margin or the Basic Clearing Member Variation Margin, as applicable, the aggregate value will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

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5 Internal Accounts

In addition to the internal accounts set out in Number 4 of the General Clearing Provisions, Eurex Clearing AG establishes and maintains with respect to each Basic Clearing Member the following internal accounts:

5.1 Transaction Accounts

Eurex Clearing AG opens and maintains for each Basic Clearing Member one transaction account (each a “**Basic Clearing Member Own Account**”) in which the Basic Clearing Member Transactions of the relevant Basic Clearing Member shall be booked.

5.2 Internal Cash Accounts

5.2.1 With respect to each currency accepted by it, Eurex Clearing AG establishes and maintains for each Basic Clearing Member one internal cash account for the settlement of claims into which all daily settlement payments, fees and other cash payment obligations (other than any obligation to provide Basic Clearing Member Margin) arising under Basic Clearing Member Transactions or under the Clearing Conditions with respect or relating to the relevant Basic Clearing Member Standard Agreement shall be booked.

5.2.2 The daily balance of each internal cash account (after taking into account any set-off pursuant to the Clearing Conditions) shall be debited or credited, as the case may be, to the respective Basic Clearing Member Cash Account to the extent that Eurex Clearing AG does not claim any credit balance in such account as Basic Clearing Member Margin or Basic Clearing Member Variation Margin.

5.3 Internal Margin Accounts

5.3.1 Eurex Clearing AG establishes and maintains for each Basic Clearing Member an internal client margin account (each an “**Internal Basic Clearing Member Margin Account**”) in which all Eligible Margin Assets that have been actually delivered to Eurex Clearing AG as Basic Clearing Member Margin in respect of the Basic Clearing Member Standard Agreement will be recorded.

5.3.2 For this purpose, (i) all credits and debits of Securities to the relevant Basic Clearing Member Pledged Securities Account (and, if an Accepted Collateral Management System is used, all pledges or releases of pledges of Securities made by use of such Accepted Collateral Management System), and (ii) all daily cash credits or debits in respect of Basic Clearing Member Margin to the Basic Clearing Member Cash Account will be allocated to the relevant Basic Clearing Member Standard Agreement and recorded on the relevant Internal Basic Clearing Member Margin Account.

5.4 Methods of assigning transfers or pledges of Eligible Margin Assets to a Basic Clearing Member Standard Agreement

Eurex Clearing AG will provide the Clearing Agent with specific customer identifiers with respect to each of such Clearing Agent’s Basic Clearing Members. Any transfer or pledge of Eligible Margin Assets to Eurex Clearing AG in respect of Basic Clearing Member

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Margin or Basic Clearing Member Variation Margin shall clearly refer to the applicable customer identifier.

6 Set-off

- 6.1 Any claim of Eurex Clearing AG and the Basic Clearing Member under a Basic Clearing Member Standard Agreement, including claims to provide cover in respect of Basic Clearing Member Margin or Basic Clearing Member Variation Margin, may only be set off against claims arising from Basic Clearing Member Transactions under the same Basic Clearing Member Standard Agreement or claims to provide cover in respect of Basic Clearing Member Margin or Basic Clearing Member Variation Margin of the respective other party under the same Basic Clearing Member Standard Agreement. Eurex Clearing AG is not entitled to set off its claims vis-à-vis the Clearing Member (acting as Clearing Agent for the Basic Clearing Member or otherwise) against claims of a Basic Clearing Member or to set off its claims vis-à-vis one Basic Clearing Member against claims of another Basic Clearing Member.
- 6.2 Any other set-off of claims between Eurex Clearing AG and the Basic Clearing Member or between Eurex Clearing AG and a Clearing Member acting as Clearing Agent for the Basic Clearing Member shall be prohibited. This does not apply to a set-off by the Basic Clearing Member or the Clearing Agent with claims which are undisputed or have been determined as legally binding.

7 Basic Clearing Member Margin

7.1 General Obligation to provide Basic Clearing Member Margin

- 7.1.1 The Basic Clearing Member is required to provide margin for all Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement ("**Basic Clearing Member Margin**") in such amounts, in such forms and at such times as are required pursuant to this Number 7 and the Special Clearing Provisions.
- 7.1.2 The purpose of Basic Clearing Member Margin actually delivered under the relevant Basic Clearing Member Standard Agreement is to collateralise all claims (whether present, future, actual, contingent or prospective) of Eurex Clearing AG arising under Basic Clearing Member Transactions, any Difference Claim and any other present and future claims of Eurex Clearing AG against the Basic Clearing Member under the relevant Basic Clearing Member Standard Agreement.

7.2 The Margin Requirement

- 7.2.1 The amount of Eligible Margin Assets to be delivered as cover in respect of the relevant Margin for each Basic Clearing Member Standard Agreement shall be determined in accordance with Number 3.1 of the General Clearing Provisions (the "**Default Basic Clearing Member Margin Requirement**").
- 7.2.2 Eurex Clearing AG will determine the Default Basic Clearing Member Margin Requirement separately with respect to each Basic Clearing Member Standard

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Agreement, based on the margin requirement for the Basic Clearing Member Transactions included in the relevant Basic Clearing Member Standard Agreement.

7.2.3 The Default Basic Clearing Member Margin Requirement with respect to each Basic Clearing Member Standard Agreement will be notified by Eurex Clearing AG to the Clearing Agent and the relevant Basic Clearing Member.

7.3 Margin Call

7.3.1 Margin Calls and direct debit prior to the end of a Business Day

- (1) If Eurex Clearing AG at any time prior to the end of a Business Day determines that the aggregate value of Eligible Margin Assets actually delivered as cover in respect of Basic Clearing Member Margin is less than the applicable Default Basic Clearing Member Margin Requirement under the relevant Basic Clearing Member Standard Agreement, Eurex Clearing AG will require the Basic Clearing Member to provide (additional) Eligible Margin Assets (including via the Clearing Agent) in accordance with the delivery procedures pursuant to Numbers 7.5 and 7.6 in an amount up to the relevant Default Basic Clearing Member Margin Requirement by the time specified by Eurex Clearing AG.
- (2) Subject to Number 3.8, to the extent Eligible Margin Assets are not delivered with respect to a Margin Call in accordance with Paragraph (1), Eurex Clearing AG will (without having an obligation towards the Basic Clearing Member or the Clearing Agent to do so, on or around the time specified) directly debit the relevant Basic Clearing Member Cash Account in an amount equal to the requested amount of Eligible Margin Assets in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions. Any such direct debit shall discharge the relevant Margin Call relating to the relevant Basic Clearing Member Standard Agreement (and consequentially such direct debit will increase the respective Redelivery Claim of the Basic Clearing Member).
- (3) If a Clearing Agent elects to deliver, for the account of such Basic Clearing Member, (additional) Eligible Margin Assets in the form of cash pursuant to Number 3.3.2 of the General Clearing Provisions with respect to a Margin Call relating to Basic Clearing Member Margin under a specific Basic Clearing Member Standard Agreement, then:
 - (i) the Clearing Agent shall notify Eurex Clearing AG of such election;
 - (ii) Eurex Clearing AG shall make the relevant debit entry in the Internal Proprietary Margin Account of such Clearing Agent and the respective credit entry in the Internal Basic Clearing Member Margin Account with such cash credit being allocated to the Basic Clearing Member Standard Agreement, provided that the aggregate value of the remaining Eligible Margin Assets in respect of the Proprietary Margin would not be less than the applicable Margin Requirement; and

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- (iii) the related Redelivery Claim under the Proprietary Standard Agreement between Eurex Clearing AG and such Clearing Agent shall be reduced accordingly upon Eurex Clearing AG having made those record entries (which Eurex Clearing AG shall do without undue delay) in the Internal Basic Clearing Member Margin Account and an equivalent Redelivery Claim arises under the Basic Clearing Member Standard Agreement.

7.3.2 Margin Calls and direct debit at the end of a Business Day

- (1) If Eurex Clearing AG at the end of a Business Day determines that the aggregate value of Eligible Margin Assets actually delivered as cover in respect of Basic Clearing Member Margin is less than the applicable Default Basic Clearing Member Margin Requirement under the relevant Basic Clearing Member Standard Agreement, Eurex Clearing AG will require the Basic Clearing Member to provide (additional) Eligible Margin Assets in the form of cash in the Clearing Currency in an amount sufficient to satisfy the Default Basic Clearing Member Margin Requirement by the time specified by Eurex Clearing AG.
- (2) Subject to Number 3.8, to the extent Eligible Margin Assets are not delivered with respect to a Margin Call in accordance with Paragraph (1), Eurex Clearing AG will (without having an obligation towards the Basic Clearing Member or the Clearing Agent to do so), on or around the time specified, directly debit the relevant Basic Clearing Member Account in the amount determined pursuant to Paragraph (1) in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions. Any such direct debit shall discharge the relevant Margin Call relating to the relevant Basic Clearing Member Standard Agreement (and consequentially such direct debit will increase the respective Redelivery Claim of the Basic Clearing Member).
- (3) Number 7.3.1 Paragraph (3) shall apply *mutatis mutandis*.

7.4 Basic Clearing Member Excess Margin

The Basic Clearing Member or Clearing Agent (acting on behalf and for the account of the Basic Clearing Member) may provide Eligible Margin Assets to Eurex Clearing AG in excess of the Default Basic Clearing Member Margin Requirement under the relevant Basic Clearing Member Standard Agreement (the "**Basic Clearing Member Excess Margin**"). Any Basic Clearing Member Excess Margin actually delivered shall form part of the relevant Basic Clearing Member Margin and shall, if and to the extent that such Basic Clearing Member Excess Margin consists of cash, be subject to a Redelivery Claim under the relevant Basic Clearing Member Standard Agreement.

Eurex Clearing AG will book any Eligible Margin Asset delivered to it as Basic Clearing Member Excess Margin into the relevant Internal Basic Clearing Member Margin Account and shall record the Eligible Margin Asset in the Internal Basic Clearing Member Margin Account as an Eligible Margin Asset for the account of the Basic Clearing Member.

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7.5 Delivery of Eligible Margin Assets in the form of Cash

Eligible Margin Assets in the form of cash shall be provided in accordance with the cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.

7.6 Delivery of Eligible Margin Assets in the form of Securities

7.6.1 Eligible Margin Assets in the form of Securities as cover in respect of the Basic Clearing Member Margin in respect of a Basic Clearing Member Standard Agreement shall be provided by transferring Eligible Margin Assets in the form of Securities to the relevant Basic Clearing Member Pledged Securities Account.

(1) The Clearing Agent or the Basic Clearing Member shall instruct Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG in a timely manner to transfer the relevant Securities to the Basic Clearing Member Pledged Securities Account and authorizes Clearstream Banking AG, Clearstream Banking S.A. or SIX AG to inform Eurex Clearing AG of such transfer. In case of a Third Party Account Holder, the Basic Clearing Member shall procure that the instructions and authorisations are given by the Third Party Account Holder.

(2) In relation to Securities credited to any Basic Clearing Member Pledged Securities Account that confer voting rights or other optional rights (including, but not limited to, warrants, options, conversion and subscription rights, rights in connection with takeovers, other forms of offers or capital reorganisations, redemption rights, tenders, options to tender or non-mandatory puts or calls) or that provide for discretionary action or alternative courses of action, Eurex Clearing AG shall not be responsible for exercising such voting or optional rights or for taking up such discretionary actions or alternative courses of action.

(3) The Basic Clearing Member shall, by way of one or more separate pledge agreements and in the form and upon terms satisfactory to Eurex Clearing AG, grant pledges to Eurex Clearing AG over all Securities which are at present or will in the future be credited to the relevant Basic Clearing Member Pledged Securities Account. Eurex Clearing AG may allow pledges to be granted by the Clearing Agent on behalf of the Basic Clearing Member or acting upon a disposal authorisation (*Verfügungsermächtigung*) of the Basic Clearing Member or by a Third Party Account Holder.

7.6.2 The security purpose (*Sicherungszweck*) of each pledge granted to Eurex Clearing AG in accordance with this Number 7.6 is to secure all claims (whether present, future, actual, contingent or prospective) of Eurex Clearing AG against the Basic Clearing Member arising under Basic Clearing Member Transactions, any Difference Claim and any other present and future claims of Eurex Clearing AG against the Basic Clearing Member arising under the relevant Basic Clearing Member Standard Agreement.

7.6.3 Notwithstanding Number 7.6.1, Basic Clearing Member Margin may also be provided to Eurex Clearing AG in the form of Securities by way of pledge by using an Accepted Collateral Management System.

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7.6.4 To the extent required or expedient under its national laws, the Basic Clearing Member will arrange for the due filing and registration with any relevant competent authority or register of any security interest granted or to be granted pursuant to or in accordance with this Number 7.6 and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

7.7 Redelivery and release of Eligible Margin Assets

7.7.1 If and to the extent that the aggregate value of all Eligible Margin Assets actually delivered as Basic Clearing Member Margin in respect of the relevant Basic Clearing Member Standard Agreement exceeds the Default Basic Clearing Member Margin Requirement, the Clearing Agent (acting on behalf and for the account of the Basic Clearing Member) may either raise a Redelivery Claim or, prior to the then applicable cut-off time specified by Eurex Clearing AG with respect to any Business Day, require Eurex Clearing AG by submitting a release request to release the pledge over pledged Securities actually delivered in respect of Basic Clearing Member Margin. The release request shall be processed by Eurex Clearing AG during the same Business Day if such request is received by Eurex Clearing prior to the applicable cut-off time and, if such request is received after such cut-off time, on the next Business Day.

7.7.2 The Clearing Agent (acting on behalf and for the account of the Basic Clearing Member) may select which Eligible Margin Assets credited to the Internal Basic Clearing Member Margin Account shall be redelivered or, as applicable, released from the pledge. Eurex Clearing AG will not and shall not be obliged to check whether there is, and whether the Clearing Agent complies with, any agreement between the Clearing Agent and the Basic Clearing Member.

7.7.3 The Redelivery Claim is discharged by Eurex Clearing AG if the relevant cash amount has been credited to the Basic Clearing Member Cash Account or to an account of a correspondent bank designated by the Basic Clearing Member (including via its Clearing Agent). Such discharge shall occur irrespective of any booking or forwarding errors of the depository, the settlement institution, the custodian, the deposit bank, the central securities depository or the correspondent bank.

8 Basic Clearing Member Variation Margin

8.1 General Obligation to provide Basic Clearing Member Variation Margin

Each of Eurex Clearing AG and the Basic Clearing Member shall be required to transfer (additional) cover in respect of daily profits or losses for all Basic Clearing Member Transactions under the Basic Clearing Member Standard Agreement (“**Basic Clearing Member Variation Margin**”) in such amounts and at such times as are required pursuant to this Number 8.

8.2 Basic Clearing Member Variation Margin Requirement

Only Eligible Margin Assets in the form of cash shall be delivered as cover in respect of Basic Clearing Member Variation Margin. The amount of Eligible Margin Assets in form of

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cash to be delivered by the party obliged to provide Basic Clearing Member Variation Margin (the “**Basic Clearing Member Variation Margin Provider**”) to the other party (the “**Basic Clearing Member Variation Margin Taker**”) as cover in respect of the relevant Basic Clearing Member Variation Margin (the “**Basic Clearing Member Variation Margin Requirement**”) shall be determined in accordance with the Special Clearing Provisions.

8.3 Delivery of Basic Clearing Member Variation Margin and Redelivery Claim

- 8.3.1 Basic Clearing Member Variation Margin shall be delivered and/or returned on each Business Day in accordance with the daily cash clearing procedure pursuant to Numbers 1.3 and 1.4.1 of the General Clearing Provisions.
- 8.3.2 Eligible Margin Assets in the form of cash actually delivered in respect of the Basic Clearing Member Variation Margin by the Basic Clearing Member Variation Margin Provider will give rise to or increase a Redelivery Claim of the Basic Clearing Member Variation Margin Provider against the Basic Clearing Member Variation Margin Taker. Any such Redelivery Claim shall become due if and to the extent that on any subsequent Business Day a profit amount has been determined in respect of the Basic Clearing Member Standard Agreement for the benefit of the Basic Clearing Member Variation Margin Provider in accordance with the Special Clearing Provisions (the applicable amount shall be the “**Redelivery Amount**”).
- 8.3.3 If equivalent Eligible Margin Assets in the form of cash have been actually delivered to the Basic Clearing Member Variation Margin Provider by the Basic Clearing Member Variation Margin Taker, the value of such Eligible Margin Assets will be applied to reduce (subject to a minimum of zero) the Redelivery Amount and the value of the Redelivery Claim then due. If the profit amount determined for the benefit of the Basic Clearing Member Variation Margin Provider is higher than its Redelivery Claim as of such time, the payment of the excess amount by the other party itself constitutes a delivery of Basic Clearing Member Variation Margin and in this case the Basic Clearing Member Variation Margin Provider shall become the Basic Clearing Member Variation Margin Taker and vice versa.

9 Default Fund Contributions for Basic Clearing Member Transactions and DM Auctions

9.1 Default Fund Contribution

- 9.1.1 The Clearing Agent shall make Contributions to the Default Fund with respect to all Basic Clearing Member Transactions under each Basic Clearing Member Standard Agreement in accordance with Part 1 Number 6. For the avoidance of doubt, the Basic Clearing Member is in accordance with Article 2 Paragraph 14 of EMIR responsible for discharging the financial obligations arising from its participation in the Clearing as Basic Clearing Member. Accordingly, without imposing any additional obligations on the Basic Clearing Member, any failure to pay or deliver by the Clearing Agent with respect to the Contributions that have been determined by Eurex Clearing AG in relation to a Basic Clearing Member shall constitute a Basic Clearing Member Termination Event for the

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relevant Basic Clearing Member. For as long as any such failure continues to exist, Eurex Clearing AG may one or more times suspend or limit the Clearing of new Basic Clearing Member Transactions of such Basic Clearing Member in accordance with Number 10.2 and/or may terminate the clearing membership of the Basic Clearing Member by giving a Basic Clearing Member Termination Notice in accordance with Number 10.3.

- 9.1.2 If a Termination Date and a Realisation Event occurs with respect to a Clearing Agent (irrespective of whether the underlying Termination Event relates to a Basic Clearing Member Clearing Agreement or any other Clearing Agreement to which the Clearing Agent is a party as a Clearing Member), the Contributions paid by the Affected Clearing Agent (as defined in Number 11.1.1) that are attributable to any Basic Clearing Member shall not form part of the Affected Clearing Agent's own Contribution but shall be realised *pari passu* with the Contributions of all Non-Affected Clearing Members in accordance with Part 1 Number 6, in particular, the order of priority set out in Part 1 Number 6.2.1.
- 9.1.3 If a Basic Clearing Member Termination Date and a Realisation Event with respect to a Basic Clearing Member occur, the Contributions made by the Clearing Agent which are attributable to the Basic Clearing Member shall be realised in accordance with Part 1 Number 6, in particular, the order of priority set out in Part 1 Number 6.2.1.
- 9.1.4 If, following a Realisation Event with respect to a Basic Clearing Member, the Contribution attributable to the Basic Clearing Member is not sufficient to cover the Default Fund Secured Claims against the Basic Clearing Member, Eurex Clearing AG is entitled at its discretion to require from the Clearing Agent of the Basic Clearing Member further Contributions in accordance with Part 1 Number 6.3. Those further Contributions shall be used to cover the Default Fund Secured Claims against the Basic Clearing Member in accordance with Part 1 Number 6, in particular, the order of priority set out in Part 1 Number 6.2.1.

9.2 DM Auctions

- 9.2.1 Basic Clearing Members are not obliged to participate in DM Auctions. Basic Clearing Members may choose to participate in DM Auctions (including through their Clearing Agent acting on their behalf), subject to certain restrictions as set forth in the DM Auction Rules and upon invitation of Eurex Clearing AG.
- 9.2.2 Irrespective of any participation of its Basic Clearing Members in DM Auctions pursuant to Number 9.2.1, Clearing Agents are obliged to participate in DM Auctions in accordance with Part 1 Number 7.5 as if they (instead of the Basic Clearing Members) were party to the Basic Clearing Member Transactions of their Basic Clearing Members. For the purposes of determining whether the Clearing Agent is a Mandatory Participant and the scope of the bidding obligation of the Clearing Agent in accordance with the DM Auction Rules, the Basic Clearing Member Transactions of all Basic Clearing Members of the Clearing Agent shall be attributed to the Clearing Agent as if it (instead of the Basic Clearing Members) were party to the Basic Clearing Member Transactions of its Basic Clearing Members.

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10 Basic Clearing Member Termination Event

10.1 Suspension of Clearing, Termination

Upon the occurrence of a Basic Clearing Member Termination Date with respect to a Basic Clearing Member,

- (i) the Clearing of new Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement will be suspended; and
- (ii) the existing Basic Clearing Member Transactions shall be terminated and a termination payment shall fall due with respect to such Basic Clearing Member Standard Agreement,

each as further set out in this Number 10.

Eurex Clearing AG shall notify the affected Basic Clearing Member and the Clearing Agent of such Basic Clearing Member of the suspension of the Clearing and the termination. Eurex Clearing AG shall specify in the notification a reasonable period of time during which such suspension shall apply.

10.2 If a Basic Clearing Member Termination Event (other than a Basic Clearing Member Insolvency Termination Event) or any of the following events occurs with respect to a Basic Clearing Member:

- (i) a determination is made by Eurex Clearing AG that a limitation or suspension of Clearing is necessary to limit its exposure with respect to such Basic Clearing Member;
- (ii) the suspension or termination (other than a voluntary termination) of the Basic Clearing Member's membership with another clearing house provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG's reasonable opinion, material for Eurex Clearing AG's risk management, and that Eurex Clearing AG first consults or attempts to consult with the Basic Clearing Member and the competent regulatory authorities;
- (iii) the commencement of Disciplinary Procedures pursuant to Number 14.2.1 of the General Clearing Provisions against a Basic Clearing Member; or
- (iv) any other event with respect to the Basic Clearing Member that could materially impact the ability of that Basic Clearing Member to perform its obligations under the Clearing Conditions and the relevant Basic Clearing Member Standard Agreement,

Eurex Clearing AG may one or more times suspend or limit the Clearing of new Basic Clearing Member Transactions of such Basic Clearing Member.

Eurex Clearing shall notify the relevant Basic Clearing Member and its Clearing Agent of the decision to suspend or limit the Clearing and specify a reasonable period of time during which such suspension or limitation of the Clearing shall apply.

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The Basic Clearing Member and the Clearing Agent shall provide at their own expense such information and evidence as Eurex Clearing AG in its reasonable opinion may deem necessary to conduct an investigation of the facts and circumstances relating to a Basic Clearing Member Termination Event or any of the afore mentioned events.

Before limiting or suspending the Clearing of new Basic Clearing Member Transactions, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the Basic Clearing Member, further to which Eurex Clearing AG may in its absolute discretion set a grace period within which the Basic Clearing Member may remedy the event in question.

In the case of a Clearing Agent Debit Withdrawal Notice, such remedy may be made by (i) establishing a Basic Clearing Member Cash Account held by the Basic Clearing Member itself and granting to Eurex Clearing AG a right to directly debit such account in accordance with Number 7.3.1 Paragraph (2) or (ii) a replacement of the Clearing Agent (and, except for the provisions on a Replacement Notice and a DCM Election Notice, Numbers 11.2.1, 11.2.2, 11.2.3 and 11.2.7 to 11.2.10 shall apply to such replacement).

10.3 If a Basic Clearing Member Termination Event has occurred with respect to the Basic Clearing Member and is continuing, Eurex Clearing AG may either

- (i) give written notice thereof to the Basic Clearing Member ("**Basic Clearing Member Grace Period Notice**") and designate a reasonable grace period to remedy the relevant Basic Clearing Member Termination Event ("**Basic Clearing Member Grace Period**"), which may be extended by Eurex Clearing AG from time to time; or
- (ii) if – taking taking into account all relevant circumstances of the specific case – it would be unreasonable (*unzumutbar*) to set a Basic Clearing Member Grace Period or if the relevant Basic Clearing Member Termination Event cannot be remedied, give a written termination notice to such Basic Clearing Member (with a copy to its Clearing Agent) (the "**Basic Clearing Member Termination Notice**") specifying the date and time on which the Basic Clearing Member Termination shall take effect.

If the relevant Basic Clearing Member Termination Event has been remedied to Eurex Clearing AG's satisfaction by the end of the Basic Clearing Member Grace Period, Eurex Clearing AG shall inform the Basic Clearing Member (and the relevant Clearing Agent) thereof. If the relevant Basic Clearing Member Termination Event has not been remedied to Eurex Clearing AG's satisfaction by the end of the Basic Clearing Member Grace Period, Eurex Clearing AG may give a Basic Clearing Member Termination Notice in accordance with Number 10.3 (ii).

10.3.1 "**Basic Clearing Member Termination Event**" means

- (a) the occurrence of any of the events set out in Part 1 Number 7.2.1 Paragraphs (1) to (11) with respect to the Basic Clearing Member, provided that references therein to the Clearing Member shall be read as references to the Basic Clearing Member;
- (b) the occurrence of any of the events set out in Part 1 Number 7.2.1 Paragraphs (1) to (11) with respect to the Basic Clearing Member acting as Clearing Member under

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any other Standard Agreement entered into between Eurex Clearing AG and the Basic Clearing Member acting as Clearing Member,

- (c) the appointment of the Clearing Agent pursuant to the Basic Clearing Member Clearing Agreement or the granting of any authorisation by the Basic Clearing Member to the Clearing Agent pursuant to this Part 6 is or becomes invalid in whole or in part;
- (d) Eurex Clearing AG has received a Clearing Agent Debit Withdrawal Notice from the Clearing Agent;
- (e) a Basic Clearing Member Default Information Event; and/or
- (f) any failure to pay or deliver by the Clearing Agent with respect to the Contributions to the Default Fund determined by Eurex Clearing AG for the Basic Clearing Member pursuant to Number 9.1.1.

A “**Basic Clearing Member Default Information Event**” occurs if the Clearing Agent notifies Eurex Clearing AG that (i) the Basic Clearing Member has failed to perform any of its obligations vis-à-vis the Clearing Agent (irrespective of whether such obligations arise under the Basic Clearing Member Clearing Agreement) that the Clearing Agent considers material and/or (ii) an event has occurred which entitles the Clearing Agent to terminate the bilateral agreement between itself and the Basic Clearing Member. Eurex Clearing AG may rely on, and is not obliged to verify the contents of, any such notification from the Clearing Agent.

10.3.2 Prior to the delivery of a Basic Clearing Member Termination Notice with respect to a Basic Clearing Member Termination Event, other than a Basic Clearing Member Termination Event pursuant to lit. (a) of the definition of “Basic Clearing Member Termination Event” in conjunction with Part 1 Number 7.2.1 Paragraph (1) (Failure to Pay; Failure to Deliver Margin), Paragraph (5) (Insolvency related Events), Paragraph (7) (Regulatory Actions), Paragraph (9) (Opening of Reorganisation or Restructuring Procedures and Similar Measures) and Paragraph (12) (Termination for serious cause (*Kündigung aus wichtigem Grund*)), Eurex Clearing AG shall

- (a) attempt to notify, and consult with, the relevant Basic Clearing Member regarding the relevant event,
- (b) consider in good faith whether delivering a Basic Clearing Member Termination Notice is proportionate, having regard to
 - (aa) other courses of action available to Eurex Clearing AG (in particular the opening of Disciplinary Procedures pursuant to the Disciplinary Procedures Rules (as defined in each case in Part 1 Number 14.2.1)),
 - (bb) the interests of the Basic Clearing Member, and

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(cc) whether the Basic Clearing Member Termination Event has a material adverse impact on the ongoing financial soundness of Eurex Clearing AG or the proper performance of the Clearing, and

(c) ensure that the decision to deliver a Basic Clearing Member Termination Notice, as the case may be, has been approved by the chairman of the Executive Board of Eurex Clearing AG, a member of the Executive Board of Eurex Clearing AG or any other senior personnel of Eurex Clearing AG that Eurex Clearing AG deems to be appropriate.

10.3.3 Where Eurex Clearing has commenced Disciplinary Procedures against a Basic Clearing Member with respect to an Alleged Breach (as defined in the Disciplinary Procedures Rules), Eurex Clearing AG shall for as long as such Disciplinary Procedures are continuing, refrain from delivering a Basic Clearing Member Termination Notice to such Basic Clearing Member (or the Clearing Agent acting on its behalf) on the basis of those facts that have led to the determination of the Alleged Breach by Eurex Clearing AG.

10.4 If at any time a Basic Clearing Member Insolvency Termination Event has occurred, the Basic Clearing Member Standard Agreement shall terminate with immediate effect as of such time and the Clearing of new Basic Clearing Member Transactions of the Basic Clearing Member will be suspended.

“Basic Clearing Member Insolvency Termination Event” shall have the same meaning as the term “Insolvency Termination Event” in Part 1 Number 7.2.2, provided that references therein to the Clearing Member shall be read as references to the Basic Clearing Member.

10.5 Basic Clearing Member Termination

A termination with respect to the Basic Clearing Member Standard Agreement (**“Basic Clearing Member Termination”**) occurs

- (a) in the circumstances specified in Number 11.3.2, at the relevant time specified in Number 11.3.2;
- (b) in case of the occurrence of a Basic Clearing Member Insolvency Termination Event, with immediate effect as of the time of the occurrence of such event; or
- (c) in all other cases, on the date and time specified in the Basic Clearing Member Termination Notice

(the relevant date under (a) to (c) being the **“Basic Clearing Member Termination Date”** and the relevant time being the **“Basic Clearing Member Termination Time”**).

10.6 Consequences of a Basic Clearing Member Termination

If a Basic Clearing Member Termination occurs with respect to the Basic Clearing Member Standard Agreement, the following provisions shall apply.

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10.6.1 Termination of Basic Clearing Member Transactions and Redelivery Claims

All current and future primary obligations (including payment and delivery obligations) under the relevant Basic Clearing Member Standard Agreement between Eurex Clearing AG and the Basic Clearing Member arising from Basic Clearing Member Transactions and any Redelivery Claim under the relevant Basic Clearing Member Standard Agreement shall expire (*auflösende Bedingung*) as of the Basic Clearing Member Termination Time and shall no longer be required to be performed by the relevant obligor. Furthermore, all due but unsatisfied obligations in respect of the relevant Basic Clearing Member Margin or Basic Clearing Member Variation Margin shall expire (*auflösende Bedingung*) as of the Basic Clearing Member Termination Time. The expiration affects all claims arising from Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement independent of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the Difference Claim (as defined below).

10.6.2 Difference Claim

The difference claim of either Eurex Clearing AG or the Basic Clearing Member under the relevant Basic Clearing Member Standard Agreement shall become unconditional and immediately due in the Termination Currency against the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Part 1 Number 7.3 (applied *mutatis mutandis* as if (i) the Basic Clearing Member were a Clearing Member in respect of its Basic Clearing Member Transactions, (ii) Basic Clearing Member Transactions were Transactions and (iii) the Basic Clearing Member Termination Time were the Termination Time, and provided that the Termination Currency shall be the Clearing Currency last agreed in writing between Eurex Clearing AG and the Clearing Agent (acting on behalf of the Basic Clearing Member)) using the Liquidation Price Approach (each a “**Difference Claim**”).

The Clearing Agent shall notify the applicable Clearing Currency to the Basic Clearing Member.

10.6.3 Notification

Eurex Clearing AG shall notify the value of the Difference Claim determined by it with respect to the relevant Basic Clearing Member Standard Agreement to the Clearing Agent and the Basic Clearing Member as soon as reasonably practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.

10.6.4 Payment of Difference Claim

The debtor of the Difference Claim under the Basic Clearing Member Standard Agreement between Eurex Clearing AG and the relevant Basic Clearing Member shall pay the determined amount of the Difference Claim as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to

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Number 10.6.3. If Eurex Clearing AG is the debtor of the Difference Claim, Eurex Clearing AG shall pay the determined amount of the Difference Claim in accordance with the instructions of the Basic Clearing Member.

The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate (as determined by Eurex Clearing AG by reference to such overnight interest rate references and with such adjustments as Eurex Clearing AG considers appropriate) applicable to the currency of the Difference Claim.

11 Consequences of a Termination Event with respect to a Clearing Agent

11.1 Suspension or Restriction of Clearing

11.1.1 If a Termination Event or any of the following events occur with respect to a Clearing Agent, whether in relation to a Basic Clearing Member Clearing Agreement or any other Clearing Agreement to which the Clearing Agent is a party as a Clearing Member (the "**Affected Clearing Agent**"):

- (i) the existence of an unremedied breach by the Clearing Agent of a Basic Clearing Member Clearing Agreement, except where such breach is minor, technical or administrative in nature in the reasonable opinion of Eurex Clearing AG;
- (ii) a determination is made by Eurex Clearing AG that a limitation or suspension of Clearing is necessary for it to contain its exposure to the Clearing Agent or its Basic Clearing Member(s);
- (iii) the suspension or termination (other than a voluntary termination) of the Clearing Agent's membership of another clearing house, provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG's reasonable opinion, material to the management of the risk of Eurex Clearing AG;
- (iv) the commencement of Disciplinary Procedures as defined in Part 1 Number 14 against the Clearing Agent; or
- (v) any other event in respect of the Clearing Agent that could materially impact the ability of that Clearing Agent to perform its obligations under a Basic Clearing Member Clearing Agreement,

then Eurex Clearing AG may (taking into account the interests of the Affected Clearing Agent and its Basic Clearing Members):

- (a) one or more times suspend or limit the Clearing of new Basic Clearing Member Transactions under all Basic Clearing Member Standard Agreements of the Affected Clearing Agent's Basic Clearing Members; and
- (b) refrain from paying any amounts owed to the Basic Clearing Member to any Basic Clearing Member Cash Account that is held by the Clearing Agent and instead pay

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such amounts to any account of the Basic Clearing Member notified by the Basic Clearing Member to Eurex Clearing AG from time to time.

- 11.1.2 Eurex Clearing AG shall notify the Affected Clearing Agent and its Basic Clearing Members of the decision to suspend or limit the Clearing and specify a reasonable period of time during which the suspension or limitation will apply.
- 11.1.3 The Affected Clearing Agent shall provide at its own expense such information and evidence as Eurex Clearing AG in its reasonable opinion may deem necessary to conduct an investigation of the facts and circumstances relating to a Termination Event or any of the events listed above.
- 11.1.4 Before limiting or suspending the Clearing of new Basic Clearing Member Transactions and without limiting its rights under Part 1 Number 7.2.1, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the Affected Clearing Agent, further to which Eurex Clearing AG may in its absolute discretion set a grace period within which the Affected Clearing Agent may remedy the event in question.
- 11.1.5 If a Termination Date occurs with respect to an Affected Clearing Agent, Eurex Clearing AG will suspend the Clearing of new Basic Clearing Member Transactions under all Basic Clearing Member Standard Agreements of all Basic Clearing Members of the Affected Clearing Agent as of the relevant Termination Time, unless Eurex Clearing AG permits otherwise.

11.2 Replacement of Affected Clearing Agent

11.2.1 If a Termination Date has occurred with respect to an Affected Clearing Agent, Eurex Clearing AG shall

- (i) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice;
- (ii) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice; or
- (iii) in the case of an Insolvency Termination Event with respect to the BCM Affected Clearing Member, without undue delay after the Termination Time,

give written notice to all Clearing Members, ~~and~~ Basic Clearing Members, ~~Non-Clearing Members and Registered Customers~~, in accordance with Number 16.1 of the General Clearing Provisions of the occurrence of the Termination Event and that the Replacement Period commences (the "**Replacement Notice**").

[Eurex Clearing AG may inform other market participants or the public of the Termination with respect to the affected Clearing Agent.](#)

Eurex Clearing AG shall also be entitled to give a Replacement Notice if any of the events set out in Number 11.1.1 (i) to (v) have occurred and Eurex Clearing AG considers the delivery of the Replacement Notice appropriate in light of the relevant event. Where

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Eurex Clearing AG has taken any of the measures pursuant to Number 11.1.1 but has not yet issued a Replacement Notice, the Basic Clearing Member affected by these measures shall for as long as these measures continue be entitled to provide a Replacement Election Notice or DCM Election Notice and Numbers 11.2.3 to 11.2.10 shall apply in this respect.

“Replacement Period” means:

- (i) if an Insolvency Termination Event has occurred with respect to the Clearing Agent, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day; and
- (ii) if any other Termination Event has occurred with respect to the Clearing Agent, the period from the publication of the Replacement Notice until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day.

Eurex Clearing AG may extend the Replacement Period in order to facilitate a Replacement by giving notice to all Clearing Members and the Basic Clearing Members of the Affected Clearing Agent.

11.2.2 Each Basic Clearing Member of the Affected Clearing Agent may elect, by giving notice to Eurex Clearing AG prior to the end of the Replacement Period (**“Basic Clearing Member Election Notice”**),

- (i) to continue the Clearing of all its Basic Clearing Member Transactions under the Basic Clearing Member Standard Agreement with a Replacement Clearing Agent (**“Replacement Election”**);
- (ii) to continue the Clearing of its Transactions under a Clearing Agreement pursuant to Annex 1 of the Clearing Conditions as a Direct Clearing Member (**“DCM Election”**); or
- (iii) to terminate and close-out its Basic Clearing Member Transactions under the Basic Clearing Member Standard Agreement (**“Termination Election”**).

If Eurex Clearing AG does not receive a Basic Clearing Member Election Notice prior to the end of the Replacement Period or receives a Basic Clearing Member Election Notice in which the relevant Basic Clearing Member makes a Termination Election, prior to end of the Replacement Period, Number 11.3 shall apply.

11.2.3 Replacement Election

If the Basic Clearing Member of the Affected Clearing Agent has made a Replacement Election and Eurex Clearing AG determines, at or prior to the end of the Replacement Period, that all Clearing Agent Replacement Requirements are fulfilled, the Affected Clearing Agent ceases to be the Clearing Agent and another Clearing Member (the **“Replacement Clearing Agent”**) becomes the new Clearing Agent (such replacement of

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the existing Clearing Agent with respect to the Basic Clearing Member by the Replacement Clearing Agent, the “**Replacement**”).

- (a) “**Clearing Agent Replacement Requirements**” means all of the following requirements:
- (i) the Replacement Clearing Agent is a Clearing Member that meets the admission criteria for Clearing Agents pursuant to Number 2.2;
 - (ii) the Replacement Clearing Agent and the Basic Clearing Member have entered into a Basic Clearing Member Clearing Agreement with Eurex Clearing AG or have agreed in form and substance satisfactory to Eurex Clearing AG to already be bound by the provisions set out in the form of the Basic Clearing Member Clearing Agreement appended to the Clearing Conditions of Eurex Clearing AG as Appendix 10 and to execute a Basic Clearing Member Clearing Agreement no later than five (5) Business Days after the end of the Replacement Period;
 - (iii) the Replacement Clearing Agent and the Basic Clearing Member have agreed in form and substance satisfactory to Eurex Clearing AG that the Basic Clearing Member Clearing Agreement under (ii) shall cover all Basic Clearing Member Transactions which are booked on the Basic Clearing Member Own Account of the Basic Clearing Member at the end of the Replacement Period, or at such earlier time at which Eurex Clearing determines that the Clearing Agent Replacement Requirements are satisfied; Eurex Clearing AG hereby expressly and irrevocably consents to such agreement;
 - (iv) the Basic Clearing Member has provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover Basic Clearing Member Margin and Basic Clearing Member Variation Margin in respect of all Basic Clearing Member Transactions to which the Replacement relates or committed itself in form and substance satisfactory to Eurex Clearing AG to provide the relevant amount of Eligible Margin Assets without undue delay following the Replacement, for which purposes all Eligible Margin Assets actually delivered prior to such Replacement shall be taken into account; and
 - (v) the Replacement Clearing Agent has made the Contribution to the Default Fund with respect to its capacity as the Clearing Agent of the Basic Clearing Member.
- (b) If the Clearing Agent Replacement Requirements are satisfied by the end of the Replacement Period, the existing Basic Clearing Member Clearing Agreement shall terminate at the end of the Replacement Period, or at such earlier time at which Eurex Clearing AG determines that the Clearing Agent Replacement Requirements are satisfied.
- (c) If Eligible Margin Assets in the form of Securities have been credited to a Basic Clearing Member Pledged Securities Account maintained in the name of the

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Affected Clearing Agent and the Basic Clearing Member holds title to such Securities, Eurex Clearing AG shall instruct in its own name or on behalf for the Basic Clearing Member the relevant collateral location to transfer such Securities to the relevant account, which has to qualify as a Basic Clearing Member Pledged Securities Account, specified by the Basic Clearing Member or , if such account shall be an account of the Replacement Clearing Agent, specified by the Replacement Clearing Agent (acting in its own name or on behalf of the Basic Clearing Member) for the purpose of providing Basic Clearing Member Margin at the time when the Clearing Agent Replacement Requirements are fulfilled.

Such transfer shall be without prejudice to the security interest granted to Eurex Clearing AG in the relevant Securities. The Clearing Agent hereby also irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Clearing Agent that Eurex Clearing AG considers necessary or expedient to effect the transfer of the relevant Securities.

11.2.4 DCM Election

If the Basic Clearing Member of the Affected Clearing Agent has made a DCM Election and Eurex Clearing AG determines, at or prior to the end of the Replacement Period, that all DCM Requirements are fulfilled, the Affected Clearing Agent ceases to be the Clearing Agent and the Basic Clearing Member shall assume the role of a Direct Clearing Member. The Basic Clearing Member Transactions shall be included in the Proprietary Standard Agreement of such new Direct Clearing Member, and the Clearing Conditions applicable to Direct Clearing Members shall apply with respect to such new Direct Clearing Member (the "**Replacement**").

(a) "**DCM Requirements**" means all of the following requirements:

- (i) the Basic Clearing Member meets the admission criteria for Direct Clearing Members pursuant to Number 2 of the General Clearing Provisions and has provided evidence thereof to the satisfaction of Eurex Clearing AG;
- (ii) the Basic Clearing Member has agreed with Eurex Clearing AG in writing to act as Direct Clearing Member in form and substance satisfactory to Eurex Clearing AG;
- (iii) the Basic Clearing Member has entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 with Eurex Clearing AG or has agreed in form and substance satisfactory to Eurex Clearing AG to already be bound by the provisions set out in the Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 and to execute such Clearing Agreement no later than five (5) Business Days after the end of the Replacement Period;
- (iv) the Basic Clearing Member (acting as Direct Clearing Member) has provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover Margin and Variation Margin in respect of all Transactions to which the Replacement

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relates or committed itself to provide the relevant amount of Eligible Margin Assets without undue delay following the Replacement, for which purposes all Eligible Margin Assets actually delivered prior to such Replacement shall be taken into account;

- (v) the Basic Clearing Member has made the Contribution to the Default Fund with respect to its capacity as the new Direct Clearing Member; and
 - (vi) if Eligible Margin Assets in the form of Securities have been credited on a Basic Clearing Member Pledged Securities Account which is maintained in the name of a Third Party Account Holder, the Basic Clearing Member has provided Eurex Clearing AG with a sufficient authorisation by the Third Party Account Holder according to which Eurex Clearing AG is entitled to instruct the relevant collateral location to transfer all Securities booked on such Basic Clearing Member Pledged Securities Account to the relevant Pledged Securities Account as specified by the new Direct Clearing Member (the **“Third Party Account Holder Authorisation”**).
- (b) Subject to the DCM Requirements under Number 11.2.4 (b) (ii), Eurex Clearing AG hereby irrevocably offers to the Basic Clearing Member to transfer by way of novation (*Novation*) all Basic Clearing Member Transactions covered by the Replacement from the relevant Basic Clearing Standard Agreement established between Eurex Clearing AG and the Basic Clearing Member to the Proprietary Standard Agreement established between Eurex Clearing AG and the new Direct Clearing Member. The Basic Clearing Member hereby accepts this transfer. The novation shall become effective as of the end of the Replacement Period or at such earlier time at which Eurex Clearing AG determines that the Clearing Agent Replacement Requirements are satisfied.
- (c) If the DCM Requirements are satisfied by the end of the Replacement Period, the existing Basic Clearing Member Clearing Agreement and the relevant Basic Clearing Member Standard Agreement shall terminate at the end of the Replacement Period, or at such earlier time at which Eurex Clearing determines that the Clearing Agent Replacement Requirements are satisfied.
- (d) When the DCM Requirements are satisfied by the end of the Replacement Period, or at such earlier time at which Eurex Clearing AG determines that the DCM Requirements are satisfied, the following shall apply:
- (i) All Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement shall without any further action not form part of the Basic Clearing Member Standard Agreement anymore and shall be included in the Proprietary Standard Agreement ~~established~~[established](#) between Eurex Clearing AG and the new Direct Clearing Member. The Basic Clearing Member Transactions shall be booked on an Own Account of the new Direct Clearing Member and shall constitute Own Transactions.

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- (ii) All Redelivery Claims relating to Eligible Margin Assets in the form of cash actually paid to Eurex Clearing AG in respect of Basic Clearing Member Margin and Basic Clearing Member Variation Margin under the relevant Basic Clearing Member Standard Agreement shall without any further action not form part of the Basic Clearing Member Standard Agreement anymore and shall be included in the Proprietary Standard Agreement between Eurex Clearing AG and the new Direct Clearing Member.
- (iii) If Eligible Margin Assets in the form of Securities have been credited to the Basic Clearing Member Pledged Securities Account, all such Securities shall be transferred to the relevant Pledged Securities Account of the new Direct Clearing Member in accordance with the following provisions:
 1. If the Basic Clearing Member Pledged Securities Account is maintained in the name of the Basic Clearing Member, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Basic Clearing Member, the relevant collateral location to transfer such Securities to the relevant Pledged Securities Account of the new Direct Clearing Member. The Basic Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Basic Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of such Securities.
 2. If the Basic Clearing Member Pledged Securities Account is maintained in the name of the Clearing Agent of the relevant Basic Clearing Member and the Basic Clearing Member holds title in such Securities, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Clearing Agent, the relevant collateral location to transfer such Securities to the relevant account, which has to qualify as a Basic Clearing Member Pledged Securities Account, specified by the new Direct Clearing Member for the purpose of providing Margin. Such transfer shall be without prejudice to the security interest granted to Eurex Clearing AG in the relevant Securities. The Clearing Agent hereby also irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Clearing Agent that Eurex Clearing AG considers necessary or expedient to effect the transfer of the relevant Securities.
 3. If the Basic Clearing Member Pledged Securities Account is maintained in the name of a Third Party Account Holder, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Third Party Account Holder, the relevant collateral location to transfer such Securities to the relevant Pledged Securities Account of the new Direct Clearing Member in accordance with the Third Party Account Holder Authorisation.

11.2.5 If neither the DCM Requirements nor the Clearing Agent Replacement Requirements are satisfied by the end of the Replacement Period, Number 11.3 shall apply.

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11.2.6 Each Basic Clearing Member may designate in advance by notice to Eurex Clearing AG another Clearing Agent as a potential Replacement Clearing Agent. The Clearing Agent so designated assumes no obligation to accept a Replacement. Eurex Clearing AG may provide for further or alternative procedures for the transfer of any assets that it deems necessary taking into account applicable laws with respect to any such Replacement.

11.2.7 In respect of each Basic Clearing Member Standard Agreement to which the Replacement relates, Eurex Clearing AG shall:

- (i) in the case of a Replacement of the Affected Clearing Agent by a Replacement Clearing Agent, establish a new Basic Clearing Member Own Account and a new Internal Basic Clearing Member Margin Account and book the Basic Clearing Member Transactions, Basic Clearing Member Margin and the Basic Clearing Member Variation Margin to the new Basic Clearing Member Own Account and the new Internal Basic Clearing Member Margin Account, as applicable; and
- (ii) if the Basic Clearing Member becomes a Direct Clearing Member, book the Basic Clearing Member Transactions, the Basic Clearing Member Margin and the Basic Clearing Member Variation Margin to the Own Account and the Internal Proprietary Margin Account of the new Direct Clearing Member, as applicable.

The corresponding assets shall constitute Basic Clearing Member Margin and Basic Clearing Member Variation Margin of the relevant Basic Clearing Member or Proprietary Margin and Proprietary Variation Margin of the new Direct Clearing Member, as applicable.

11.2.8 During the Replacement Period:

- (i) the Clearing of new Basic Clearing Member Transactions under each Basic Clearing Member Standard Agreement of the Affected Clearing Agent's Basic Clearing Members shall be suspended unless Eurex Clearing AG permits otherwise;
- (ii) all Redelivery Claims of the Affected Clearing Agent's Basic Clearing Members with respect to Basic Clearing Member Margin in the form of cash and Basic Clearing Member Variation Margin shall be deferred (*gestundet*); and
- (iii) Eurex Clearing AG shall not be obliged to provide any Basic Clearing Member Variation Margin to the Affected Clearing Agent's Basic Clearing Members.

11.2.9 In the case of a Replacement, Eurex Clearing AG shall release the Contributions of the Affected Clearing Agent to the Default Fund that are attributable to the Affected Clearing Agent acting as Clearing Agent for the Basic Clearing Member without undue delay (*unverzüglich*) following receipt of the Contributions to the Default Fund from the Replacement Clearing Agent or the new Direct Clearing Member, as applicable.

11.3 Termination of Basic Clearing Member Standard Agreement

11.3.1 Upon the occurrence of a Termination Event or an Insolvency Termination Event with respect to a Clearing Agent, unless a Replacement pursuant to Number 11.2 has already

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been completed, Eurex Clearing AG shall be entitled to terminate the Basic Clearing Member Clearing Agreement (including the Basic Clearing Member Standard Agreement) by submitting a Basic Clearing Member Termination Notice to the Basic Clearing Member (with a copy to the Affected Clearing Agent) specifying the date and time on which the termination shall occur.

11.3.2 The relevant Basic Clearing Member Standard Agreement shall also terminate:

- (i) if the relevant Basic Clearing Member has not made a Replacement Election or a DCM Election prior to the end of the Replacement Period, with effect as of the end of the Replacement Period;
- (ii) if the relevant Basic Clearing Member has made a Replacement Election or a DCM Election, but the Clearing Agent Replacement Requirements or the DCM Requirements, respectively, are not satisfied prior to the end of the Replacement Period, with effect as of the end of the Replacement Period;
- (iii) if the relevant Basic Clearing Member made a Termination Election prior to the end of the Replacement Period, with effect as of the time of receipt of such Termination Election Notice by Eurex Clearing AG.

12 Replacement of Clearing Agent that is not an Affected Clearing Agent

12.1 Without prejudice to a replacement of an Affected Clearing Agent in accordance with Number 11.2, prior to the occurrence of an Insolvency Termination Event or Termination Event with respect to its Clearing Agent, the Basic Clearing Member may effect a replacement of its Clearing Agent in accordance with this Number 12 with respect to all or some of its Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement only with the prior written consent of Eurex Clearing AG, the Clearing Agent and a replacement Clearing Agent and subject to the prior conclusion of a Basic Clearing Member Clearing Agreement in the form appended to the Clearing Conditions as Appendix 10 between Eurex Clearing AG, the Basic Clearing Member and the replacement Clearing Agent. Eurex Clearing AG's consent will not be unreasonably withheld.

Such replacement shall become effective only upon Eurex Clearing AG having received all of the documents set out below in form and substance satisfactory to it (provided that, where Eurex Clearing AG itself would be required to become a party to any such document for it to become effective, nothing in this Number 12 shall prejudice Eurex Clearing AG's decision whether or not to do so). Eurex Clearing AG shall notify the relevant parties in writing promptly upon being so satisfied and specify a replacement date binding on all relevant parties in such notice.

Original copies of the following documents shall be provided to Eurex Clearing AG:

- (i) a Basic Clearing Member Clearing Agreement in the form appended to the Clearing Conditions as Appendix 10 between Eurex Clearing AG, the Basic Clearing Member and the replacement Clearing Agent; and

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- (ii) any other document which Eurex Clearing AG reasonably considers to be necessary or useful (if it has notified the relevant parties accordingly) in connection with such replacement,

duly executed, in each case, by or on behalf of all parties required to execute it.

- 12.2 In the case of a transfer of only some, but not all Basic Clearing Member Transactions, the following provisions apply in addition to the provisions of Number 12.1:

The Basic Clearing Member Transactions to which such transfer does not relate (and the relevant Redelivery Claims relating to Basic Clearing Member Margin and Basic Clearing Member Variation Margin allocated to such Basic Clearing Member Transactions) will continue to form part of the existing Basic Clearing Member Standard Agreement, and the Basic Clearing Member Transactions to which such transfer relates (and the relevant Redelivery Claims relating to Basic Clearing Member Margin and Basic Clearing Member Variation Margin allocated to such Basic Clearing Member Transactions) shall become part of the new Basic Clearing Member Standard Agreement. Following such partial transfers, the aggregate value of all Eligible Margin Assets actually delivered to Eurex Clearing AG in respect of Basic Clearing Member Margin allocated to the Basic Clearing Member Transactions that continue to form part of the existing Basic Clearing Member Standard Agreement must be equal to or exceed the applicable Default Basic Clearing Member Margin Requirement in respect of the existing Basic Clearing Member Standard Agreement.

- 12.3 In the case of a replacement of a Clearing Agent in accordance with this Number 12, Eurex Clearing AG shall, without undue delay (*unverzüglich*) following receipt of the Contributions to the Default Fund from the Replacement Clearing Agent, release the Contributions of the existing Clearing Agent to the Default Fund that are attributable to the existing Clearing Agent acting as Clearing Agent for the Basic Clearing Member in respect of the Basic Clearing Member Transactions to which such replacement relates.

Chapter II of the Clearing Conditions of Eurex Clearing AG

Transactions Concluded at Eurex Deutschland

(Eurex Exchange)

As of 28.01.2019

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THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

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Preamble

This Chapter II forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter II.

Chapter I together with this Chapter II and all references to other Chapters or Annexes of the Clearing Conditions shall apply for all Clearing Members with a respective Clearing License, their ~~Non-Clearing Members, Registered Customers and~~ ICM Clients as well as all Interim Participants (if applicable).

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Part 1 General Provisions

- (1) Eurex Clearing AG shall carry out the settlement respectively and clearing of transactions ~~concluded-matched~~ at the Eurex Exchange ("**derivatives transactions**"), Derivatives Transactions), provided that the futures and ~~Options options~~ contracts underlying the respective ~~derivatives transaction~~ Derivatives Transaction or the securities to be delivered as a result of the execution of these ~~derivatives transactions~~ Derivatives Transactions can be settled by Eurex Clearing AG and by the respective Settlement Location and provided that the prerequisites set out in Paragraph 2 below are fulfilled.
- (2) In consultation with the Eurex Exchange, Eurex Clearing AG shall determine which ~~derivatives transactions~~ Derivatives Transactions shall be included in the ~~clearing~~ Clearing and shall publish them exclusively via electronic publication on the ~~internet available on the~~ website of Eurex Clearing AG (www.eurexclearing.com).
- (3) ~~Provided that transactions concluded at the Eurex Exchange are included in the Clearing by Eurex Clearing AG, the~~ The provisions of Chapter I ~~shall also~~ apply to the ~~clearing of derivatives transactions concluded at the Eurex Exchange~~ Clearing of Derivatives Transactions, unless provided otherwise hereinafter.
- (4) Eurex Clearing AG shall collect fees ("*Entgelte*") from the Clearing Member on behalf of Eurex Frankfurt AG; the Clearing Member is obliged to pay such fees to Eurex Frankfurt AG in accordance with the Agreement on Technical Connection and Utilization of the Trading Systems of Eurex Deutschland ("**EFAG Connection Agreement**"). Eurex Clearing AG shall furthermore, on behalf of Eurex Deutschland, collect by direct debit the fees ("*Gebühren*") which are levied by Eurex Deutschland from the Clearing Member in accordance with the Fee Regulations for Eurex Deutschland ("**Fee Regulations for Eurex Deutschland**").
- (5) If a DC Market Participant or an Indirect Client Market Participant clears Derivatives Transactions via a Clearing Member, Eurex Clearing AG shall be entitled collect from such Clearing Member ~~which has concluded an agreement with Eurex Clearing AG and a Non-Clearing Member according to Appendix 2 to 5 of the Clearing Conditions of Eurex Clearing AG:~~
 - a. on behalf of Eurex Frankfurt AG, such fees ("*Entgelte*") which the respective ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant is obliged to pay to Eurex Frankfurt AG in accordance with an EFAG Connection Agreement, and
 - b. on behalf of Eurex Deutschland, such fees ("*Gebühren*") which are levied by Eurex Deutschland from the respective ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant in accordance with the Fee Regulations for Eurex Deutschland.

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~~The Clearing Member may collect such fees from the respective Non-Clearing Member.~~

For the avoidance of doubt, it is the responsibility of the Clearing Member to agree with its respective DC Market Participant or Indirect Client Market Participant on a bilateral basis on a reimbursement of expenses arising from the payment of such fees.

- (6) The Clearing Conditions incorporate by reference the Exchange Rules for Eurex Deutschland, the Conditions for Trading at Eurex Deutschland and all other regulations of Eurex Deutschland with respect to the Clearing of Eurex Transactions pursuant to this Chapter II, each in their German version and as amended from time to time.

1.1 Clearing Licenses

1.1.1 Granting of Clearing Licenses

A Clearing License is required in order to participate in the Clearing of ~~derivatives transactions at the Eurex Exchange~~ Derivatives Transactions; Eurex Clearing AG shall grant such Clearing License upon written application.

1.1.2 Prerequisites for Clearing Licenses

- (1) With regard to the prerequisites to be fulfilled within the scope of the granting of the Clearing License, Chapter I Part 1 Numbers 2.1.1 to 2.1.3 apply.
- (2) The applicant shall meet the following additional requirements:
 - (a) Evidence of an account for cash payments in Euro:
 - RTGS Account, or
 - SECB Account and euroSIC Account,
 - (b) If required for purposes of settlement of products tradeable at the Eurex Exchange, evidence of the relevant foreign currency account(s) with one of the banks recognised by Eurex Clearing AG.
 - (c) If required for purposes of settlement of certain products tradable at the Eurex Exchange, evidence of a securities account with Euroclear UK & Ireland together with a cash clearing account with a bank recognised by Eurex Clearing AG.
 - (d) Evidence of a technical and functional connection to the Gross Delivery Management (Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e)).
 - (e) Evidence of direct or indirect access to a derivatives exchange or a clearing house, each as determined by Eurex Clearing AG, for purposes of fulfilling

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~~transactions in products of the Eurex Exchange~~ Derivatives Transactions, which have been included in the ~~clearing~~ Clearing by Eurex Clearing AG and whose fulfilment requires the opening of a position in a specific derivatives contract at the designated exchange or clearing house, respectively, in favour of the counterparty of these transactions. If such evidence is not provided, Eurex Clearing AG will not carry out the ~~clearing of transactions~~ Clearing of Derivatives Transactions of the respective Clearing Member ~~and its respective Non-Clearing Members or Registered Customers including Derivatives Transactions relating to its Direct Clients and Indirect Market Participants~~ in products according to Sentence 1 and will inform the Management Board of the Eurex Exchange accordingly. In this case, Chapter I Part 1 Number 1.2.2 does not apply, ~~and the Eurex Exchange shall exclude the relevant Clearing Member and its Non-Clearing Members from the trading of such products.~~

- (f) Evidence of its admission to trading at the Eurex Exchange for FX Futures and/or FX Options. If such evidence is not provided, Eurex Clearing AG will not carry out the ~~clearing of transactions~~ Clearing of Derivatives Transactions of the respective Clearing Member ~~and its respective Non-Clearing Members or Registered Customers including Derivatives Transactions relating to its Direct Clients and Indirect Market Participants~~ in products according to Sentence 1 and will inform the Management Board of the Eurex Exchange accordingly. In this case, Chapter I Part 1 Number 1.2.2 does not apply, ~~and the Eurex Exchange shall exclude the relevant Clearing Member and its Non-Clearing Members from the trading of such products.~~
- (g) Evidence of an interest rate derivative clearing license for OTC-Interest Rate Derivative Transactions denominated in Euros pursuant to Chapter VIII Part 3 of the Clearing Conditions. If such evidence is not provided, Eurex Clearing AG will neither carry out the ~~clearing~~ Clearing of transactions in Interest Rate Swap Futures Contracts of the respective Clearing Member nor ~~the clearing of such transactions by this~~ Clearing Member's respective ~~Non-Clearing Members or Registered Customers~~ Direct Client and Indirect Market Participants and will inform the Management Board of the Eurex Exchange accordingly. In this case, Chapter I Part 1 Number 1.2.2 shall not be applicable ~~and the Eurex Exchange will exclude the respective Clearing Member as well as its Non-Clearing Members from the trading of such products.~~
- (h) In case that Clearing Members are involved in the clearing of instruments which are admitted to trading at the Eurex Exchange and are available for 23 hours trading, it is required to ensure the availability of a contact for the fulfilment of clearing obligations during the extended trading hours from 00:00 CET until 23:00 CET.
- (3) Upon written application and submission of relevant evidence by the applicant or a Clearing Member, Eurex Clearing AG may allow the prerequisites for granting a Clearing License pursuant to Paragraph (2) (b) and (c) to be fulfilled and proved in whole or in part by several settlement institutions on behalf of and for the applicant

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or the Clearing Member. Chapter I Part 1 Number 2.1.2 Paragraph (7) and (8) apply *mutatis mutandis*.

- (4) If the applicant does not provide evidence according to Paragraph (2) (c), Eurex Clearing AG shall conduct the Clearing of [Eurex](#) Transactions only to such extent as the settlement of the [Eurex](#) Transactions via the custody accounts and cash accounts with respect to which evidence has been provided for, is ensured.

1.2 Margin Requirement

- (1) With regard to the obligation to provide Margin, the following provisions apply in addition to the relevant provisions of Chapter I, [in particular Chapter I Part 1 Number 3.1 of the Clearing Conditions](#).
- (2) The basis for the determination of the margin requirements are the net positions per Transaction Account in all option- and futures contracts. The net position in each option and in each futures contract shall be determined by setting off a long position (including [Eurex](#) Transactions not yet fully performed) against a short position (including [Eurex](#) Transactions not yet fully performed, but excluding [Eurex](#) Transactions with matching cover). In deviation to Sentence 1, a net position shall be determined for the Clearing Member Own ~~Account(s) and each NCM/RC Own Account~~ [Accounts and all DC Own Accounts of each Disclosed Direct Client](#) pursuant to Sentence 2.

In accordance with the Risk Based Margining methodology, option and futures contracts may be combined into a single margin class, including, for example, when the underlying security or other value is the same. Eurex Clearing AG may form margin groups out of several margin classes, including classes with differing underlyings, if their respective prices develop favourably in the same direction. If Eurex Clearing AG forms margin classes or margin groups, the following rules shall apply *mutatis mutandis*, in that the relevant margin requirement shall be determined for the margin class or margin group, including by netting.

In accordance with the Eurex Clearing Prisma methodology, option and futures contracts may be grouped into one or more Liquidation Group(s), as defined in Chapter I Part 1 Number 7.5.1 Paragraph (1). If Eurex Clearing AG forms Liquidation Groups, the ~~following rules shall apply *mutatis mutandis*, in that the~~ relevant margin requirement shall be determined for the Liquidation Group with respect to the applicable Transaction Account, including by netting.

- (3) With respect to options transactions with immediate premium payment obligations, the applicable Margin Type shall be the Premium Margin.
- (4) With respect to options transactions without immediate premium payment obligations, Variation Margin in respect of the daily profits and losses as further set out in this Chapter II shall be provided by either party to the options transaction.

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- (5) In accordance with the Risk Based Margining methodology, with respect to futures contracts, the applicable Margin Type shall be the Spread Margin.
- (6) In addition, under the Risk Based Margining methodology the Additional Margin shall apply and under the Eurex Clearing Prisma methodology the Initial Margin shall apply to all Transactions concluded under this Chapter II.
- (7) For the determination of the margin requirement relating to the Clearing Member Own Account(s), all ~~NCM/RC-DC~~ Own Accounts and each Customer Account, credit balances on any such Transaction Accounts shall not be taken into account.
- (8) Clearing Members may specify shares or assigned book-entry securities deposited in their Pledged Securities Account, their Omnibus Pledged Securities Account, their Securities Margin Account, their ~~ICM-SC~~ [Eurex Clearing Securities Margin Account](#), [their ISA Securities Margin Account](#), [their Eurex Clearing ISA Margin Account](#), [their ISA](#) Pledged Securities Account, their CASS Omnibus Pledged Securities Account or their ~~ICM-SC-ISA~~ CASS Pledged Securities Account as special margin for [Eurex](#) Transactions which are subject to the same margin class, provided that the shares or assigned book-entry securities correspond to the underlying of the margin class. The shares or book-entry securities assigned for security purposes shall be evaluated under consideration of the most disadvantageous price development until the next determination of margin determined by Eurex Clearing AG and shall be taken into account on the ~~transactions~~ [Eurex Transactions](#) of the margin class. Any excess amounts of such special margin shall not be taken into account on other margin classes. Eurex Clearing AG will use such margin as general margin to collateralise any remaining obligations of the Clearing Member provided that if such margin has been provided under an Omnibus Standard Agreement, a Standard Agreement pursuant to the Individual Clearing Model Provisions or an ~~ICM-SC-ISA~~ Standard Agreement only the remaining obligations of the Clearing Member under such Standard Agreement shall be collateralised.

1.3 Internal Accounts

1.3.1 Types of Transaction Accounts

- (1) With regard to the Transaction Accounts of the Clearing Member, the following provisions apply in addition to the relevant provisions in Chapter I.
- (2) In deviation to Chapter I Part 1 Number 4 together with Part 2 Subpart A Number 3, Subpart B Number 2, Subpart C Number 2 and 4, and Subpart D Number 2, Part 3 Subpart A Number 4 or Part 4 Number 3, Eurex Clearing AG opens and maintains with respect to each Clearing Member the following Transaction Accounts in which the Transactions of the Clearing Member to be cleared have to be booked:
 - (a) with respect to Own Transactions: two Own Accounts and two Clearing Member Own Accounts as market maker accounts (each a **"Market Maker Account"**); and

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- (b) with respect to UDC-Related ~~Transactions or SC-Related~~ Transactions: further Customer Accounts upon request; and
- (c) with respect to ~~NCM-Related~~ DC-Related Transactions: ~~two NCM/RC relating to Market Participants or DCs With System Access: two DC~~ Own Accounts and two ~~NCM/RC-DC~~ Own Accounts as market-maker accounts (each a “**Market Maker Account**”) and, upon request, additional Indirect Client Accounts ~~;~~ and
- (d) with respect to ~~RC-Related Transactions: two NCM/RC Own transactions relating to Indirect Client Market Participants: two GOSA Indirect Client~~ Accounts and two ~~NCM/RC Own~~ GOSA Indirect Client Accounts as market-maker accounts (each a “**Market Maker Account**”) and, upon request, additional NOSA Indirect Client Accounts.

The opening and maintenance of Transaction Accounts for DC-Related Transactions relating to a Basic DC depends on the set up of such Basic DC in the systems of Eurex Clearing AG.

- (3) For options ~~Transactions~~ transactions, a corresponding internal premium account shall be kept for each Transaction Account of each Clearing Member; the premiums for all options ~~Transactions~~ transactions which need to be cleared for this Clearing Member shall be recorded on the relevant premium account. Premium accounts shall be settled daily. Eurex Clearing AG shall make the balance of any premium account available in the system for the ~~Non-Clearing Member or Registered Customer, respectively,~~ relevant Disclosed Direct Clients, Indirect Client Market Participants and the Clearing Member to which the relevant Transaction Account relates.

1.3.2 Account Management

- (1) Eurex Clearing AG shall make the balance and transaction details for all Transaction Accounts available in its system for the Clearing Members.
- (2) Positions in each Transaction Account shall be gross positions, i.e. positions may be open on both the long and the short side. Positions in Market Maker Accounts shall be net positions, i.e. each position may be either long or short.
- (3) A short position of ~~a~~ an Undisclosed Direct Client or Indirect Client must be recorded in the relevant Customer Account separately from a long position of another Undisclosed Direct Client or Indirect Client in the same option series or in the same futures contract.
- (4) All open positions in option series shall automatically be cancelled in the relevant Transaction Accounts of the Clearing Member after the Post-Trading Period on the last trading day of the relevant options contract. All assigned short positions and all exercised long positions shall be cancelled in the relevant Transaction Account of the Clearing Member after the delivery or payment, as the case may be, has been

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made in respect of such exercise or assignment, or after the cash settlement has been made in connection with such positions.

- (5) Positions in futures contracts shall be cancelled in the relevant Transaction Account of the Clearing Member after the delivery or payment, as the case may be, or the cash settlement in connection with such positions has been made.
- (6) If a [Eurex](#) Transaction or position is specified as a closing [Eurex](#) Transaction (closing trade), without sufficient open [Eurex](#) Transactions or positions being available in the relevant Transaction Account, a new [Eurex](#) Transaction will automatically be opened in the relevant Transaction Account equivalent to the number of contracts that could not be closed.
- (7) Adjustments to [Eurex](#) Transactions (trade adjustments) and adjustment to positions (position adjustments) in accordance with the following Numbers 1.3.3 to 1.3.5 can be entered before, during or after the trading period of each Business Day. Adjustments to [Eurex](#) Transactions are permitted with respect to [Eurex](#) Transactions executed on the respective Business Day and the two preceding Business ~~days~~[Days](#).
- (8) Eurex Clearing AG shall provide that any surplus cash balance that a Clearing Member may have on its relevant internal cash account with Eurex Clearing AG shall be credited to the respective Clearing Member's account at the respective payment institution.

1.3.3 [Eurex](#) Transaction transfers and Position transfers

- (1) Transfers of [Eurex](#) Transactions ~~between different Non-Clearing Members, Registered Customers or Clearing Members from Market Maker Accounts are not permitted. Transfers of and/or~~ positions between different ~~Non-Clearing Members, Registered Customers or~~ Clearing Members from or to Market Maker Accounts are not permitted.
- (2) Changes made to re-allocate [Eurex](#) Transactions are permitted only for the purpose of ensuring that [Eurex](#) Transactions are correctly recorded in the relevant account and in the following case: from (a) a Customer Account to a Clearing Member Own Account ~~or NCM/RC, DC Own Account or GOSA Indirect Client Account of an Indirect Client Market Participant~~, (b) a Clearing Member Own Account, ~~NCM/RC-DC Own Account or Market Maker GOSA Indirect Client Account of an Indirect Client Market Participant~~ to a Customer Account, (c) a Market Maker Account to a ~~Clearing Clearing~~ Member Own Account, ~~NCM/RC-DC Own Account, a GOSA Indirect Client Account of an Indirect Client Market Participant~~ or a Customer Account (“~~trade transfer~~[Trade Transfer](#)”), as well as the ~~corresponding transfers of positions and~~ transfers of positions from a Customer Account, a Clearing Member Own Account ~~or a NCM/RC, a DC Own Account or a GOSA Indirect Client Account of an Indirect Client Market Participant~~ to a Market Maker Account (“~~position transfer~~”) ~~by a Clearing Member or a Non-Clearing Member, are permitted only for the purpose of ensuring that Transactions are correctly recorded in the relevant account.~~[Position](#)

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[Transfer^{\(4\)} by a Clearing Member, a Disclosed Direct Client or an Indirect Client Market Participant.](#)

[Any such transfers shall only occur if the relevant transfer occurs between accounts of the same Clearing Member, the same Disclosed Direct Client or the same Indirect Client Market Participant.](#)

~~Any such transfers relating to NCM-Related Transactions or RC-Related Transactions, respectively, shall only occur between the relevant NCM/RC Own Account or Market Maker Account and the relevant Transaction Account relating to Indirect Client(s) of the Non-Clearing Member/Registered Customer. Further, and in accordance with a respective instruction of the Registered Customer to the Clearing Member, transfers of Transactions can be made from a Customer Account of the Clearing Member to a NCM/RC Own Account or an Indirect Client Account of the Registered Customer (thereby the relevant Transaction becoming a RC-Related Transaction).~~

- (3) Transfers of [Eurex](#) Transactions without cash transfer or ~~position transfers~~ [Position Transfers](#) with cash transfer between different Clearing Members (member position transfer) may only be made upon binding confirmation of the entry of the transfer as binding by all ~~Non-Clearing Members~~ [DC Market Participants](#), ~~Registered Customers~~ [Indirect Client Market Participant](#), [DCs with System Access](#) (if applicable) and Clearing Members involved. Position ~~transfers~~ [Transfers](#) from or to a Customer Account may only be made at the request of the relevant Direct Client [or the relevant Indirect Client Market Participant](#).

The transfer of the relevant positions in the system of Eurex Clearing AG is made as soon as all relevant ~~Non-Clearing Members~~ [DC Market Participants](#), ~~Registered Customers~~ [DCs with System Access](#), [Indirect Client Market Participant](#) (if applicable) and Clearing Members have confirmed the entry of the transfer as binding.

The function “**Position transfer with cash transfer**” may only be selected ~~if—by way of a reference which must be entered into the system of the Eurex trading platform—the amount to be transferred is clearly attributable to one or more transactions entered in an account of the Clearing Member~~ [by entering a reference to the relevant original Eurex Transaction\(s\) as determined by the system of Eurex Deutschland.](#)

Any cash payments or credit entries to be made in relation to the function “**Position transfer with cash transfer**” shall always be effected on the Business Day following the day on which the binding entry of the transfer in the system of Eurex Clearing AG was made. However, with regard to this particular function, the respective amount is only transferred to the Clearing Member entitled to receive payment when the Clearing Member obligated to pay the amount has actually made payment. In respect of such cash transfer, Eurex Clearing AG and the trading platform involved shall not have any performance obligation towards the ~~Exchange~~ [relevant Clearing Member, DC Market Participant or Indirect Client Market Participant](#) entitled to receive payment.

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- (4) Transfers of ~~transactions~~ Eurex Transactions from a Customer Account ~~of a Clearing Member~~ to a Customer Account, Clearing Member Own Account, ~~NCM/RC~~ DC Own Account, GOSA Indirect Client Accounts of an Indirect Client Market Participant or Market Maker Account of another Clearing Member ("**Give-Up Trades**") can be carried out on the day when the respective ~~transaction~~ Eurex Transaction is concluded and on the two subsequent Business Days if ~~the so requested by the relevant Clearing Member, Disclosed~~ Direct Client ~~so demands~~ or Indirect Client Market Participant, insofar as
- the matched ~~transaction~~ Eurex Transaction is an opening trade;
 - the order entered or the ~~transaction~~ Eurex Transaction completed was indicated as a Give-Up Trade;
 - the transfer of the ~~transaction~~ Eurex Transaction was notified to the accepting Clearing Member and – if applicable – to the ~~Non-Clearing Member~~ DC Market Participant, DC With System Access or Indirect Client Market Participant affected by such acceptance; and
 - the accepting Clearing Member ~~or and~~ – if applicable – the ~~Non-Clearing Member~~ DC Market Participant, DC With System Access or Indirect Client Market Participant affected by such acceptance has confirmed the acceptance of ~~the transaction~~ such Eurex Transaction.
- (5) Transfers of ~~transactions~~ Eurex Transactions from a Clearing Member Own Account ~~or a NCM/RC~~, a DC Own Account ~~or a GOSA Indirect Client Account relating to an Indirect Client Market Participant~~ of a Clearing Member to a Customer Account of another Clearing Member or to a Customer Account relating to a ~~Non-Clearing Member~~ Disclosed Direct Client or an Indirect Client Market Participant of the same or another Clearing Member can be carried out on the day when the respective ~~transaction~~ Eurex Transaction is concluded and the two subsequent Business Days, insofar as
- the person for whose account the ~~transaction~~ Eurex Transaction was originally concluded remains identical after such transfer;
 - the matched ~~transaction~~ Eurex Transaction is an opening trade (*Eröffnungsgeschäft*);
 - the order entered or the ~~transaction~~ Eurex Transaction completed was indicated as a Give-Up Trade;
 - the transfer of the ~~transaction~~ Eurex Transaction was notified to the accepting Clearing Member and – if applicable – to the ~~Non-Clearing Member~~ DC Market Participant, DC With System Access or Indirect Market Participant affected by such acceptance; and
 - the accepting Clearing Member or – if applicable – the ~~Non-Clearing Member~~ DC Market Participant, DC With System Access or Indirect Client Market Participant

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affected by such acceptance ~~—such Non-Clearing Member acting as the agent for such Clearing Member—~~ has confirmed the acceptance of the transaction [Eurex Transaction](#).

~~(6) Paragraph (4) and (5) may apply to transfers of a Transaction (which thereby becomes a RC-Related Transaction) from a Customer Account of a Clearing Member (relating to either UDC-Related Transactions, SC-Related Transactions or customer related transactions of a Non-Clearing Member) to a Customer Account (relating to customer related transactions of a Registered Customer) or an NCM/RC Own Account (relating to a Registered Customer) of another Clearing Member, as indicated by one of the relevant Clearing Members.~~

1.3.4 ~~Separation of~~ [Separation of Eurex](#) Transactions

[Eurex](#) Transactions may be divided into several transactions in the relevant Clearing Member Own Account, ~~NCM/RC-DC~~ Own Account, Market-Maker-Account or Customer Account ("trade separation").

1.3.5 Adjustment of Opening or Closing [Eurex](#) Transactions

- (1) Adjustments of opening or closing [Eurex](#) Transactions (trade ~~opening or closing open/close~~ adjustments) may be performed for [Eurex](#) Transactions recorded in a Clearing Member Own Account ~~or NCM/RC-DC~~ Own Account ~~for or Customer Account by~~ closing two opposing [Eurex](#) Transactions. This applies accordingly for adjustments of re-openings of closed positions as well as closing positions (position re-opening or closing adjustments).
- (2) Adjustments of opening or closing [Eurex](#) Transactions (trade ~~opening or closing open/close~~ adjustments) in a Customer Account are permitted only to the extent required for the proper maintenance of the account or pursuant to instructions of the relevant Direct Client. Adjustments of re-openings of closed positions or closing positions (position re-opening or closing adjustments) in a Customer Account shall only be permitted for the purpose of re-opening/closing two opposing positions held ~~by~~ [with respect to](#) the same Direct Client or Indirect Client.

1.4 Business and contractual obligations

A Clearing Member is, regardless of the provisions in Chapter I Part 1 Number 1.2.2, also obliged to fulfil all obligations resulting from [Eurex](#) Transactions which have been commissioned to the Clearing Member by another trading participant within the scope of a Give Up Trade for purposes of further settlement in a Clearing Member Own Account, ~~NCM/RC-DC~~ Own Account, Customer Account or Market Maker Account of such Clearing Member.

1.5 Daily Setoff of Cash Claims

Eurex Clearing AG may set off all cash claims of the [Eurex](#) Transactions under this Chapter vis-à-vis the Clearing Members in accordance with Chapter I Part 1 Number 1.3.

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1.6 Direct Netting

An order or a [Eurex](#) Transaction already concluded may be indicated as “Close”. The claims resulting from the indicated order or [Eurex](#) Transaction shall directly be netted with the claims of the [Eurex](#) Transactions or orders which are indicated as “Open”. The provisions of Number 1.3.5 shall apply.

The ~~fulfilment discharging~~ effect of this netting shall occur immediately upon ~~implementation of the netting booking~~ in the system of Eurex Clearing AG.

1.7 Obligations with regard to the Tax Legislation of the United States of America

- (1) Clearing Members ~~and Non-Clearing Members~~ [\(also with respect to their DC Market Participants that are not ICM Clients and with respect to their Indirect Client Market Participants\)](#) and DC Market Participants that are ICM Clients, in each case admitted to trading at Eurex Deutschland, agree to provide, upon request by Eurex Deutschland or Eurex Clearing AG, the U.S. Internal Revenue Service (the “Service”) or any grand jury properly convened within the United States with any data, books or papers related to ~~transactions~~ [Eurex Transactions](#) which are concluded at Eurex Deutschland. Such requests will be made by Eurex Deutschland or Eurex Clearing AG whenever it receives a written request, summons or subpoena to produce such information from the Service or from any grand jury.
- (2) Clearing Members ~~and Non-Clearing Members~~ [\(also with respect to their DC Market Participants that are not ICM Clients and with respect to their Indirect Client Market Participants\)](#) and DC Market Participants that are ICM Clients, in each case admitted to trading at Eurex Deutschland, agree to comply, with the reporting requirements under Section 6045 of the United States Internal Revenue Code of 1986 (the “Code”) and the regulations thereunder if such requirements are applicable to such Clearing Members ~~and Non-Clearing Members~~, [DC Market Participants and/or Indirect Client Market Participants](#).

Clearing Members admitted to trading at Eurex Deutschland and participating in the clearing of any transaction being subject to Section 871(m) of the Code (“potential 871m Transaction”) that references interest in at least one security that could give rise to a U.S. source dividend (as defined in Treasury Regulations Section 1.871-15(a)(12) or any successor thereto) shall provide Eurex Clearing AG (i) with a duly executed Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting) or Form W-9 (Request for Taxpayer Identification Number and Certification) and (ii) by the 10th day of each month with all information in form and substance, each as laid out on Eurex Clearing’s webpage (www.eurexclearing.com).

- (3) Clearing Members ~~and Non-Clearing Members~~ [\(who shall also procure that their DC Market Participants that are not ICM Clients and their Indirect Client Market Participants consent to\)](#) and DC Market Participants that are ICM Clients, in each case admitted to trading at Eurex Deutschland consent to Eurex Deutschland, Eurex Frankfurt AG – which is the exchange operating company – or Eurex Clearing AG

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submitting any information described in Sentence 1 of Paragraph (1) to the Service upon its request or to another authority within the United States as specified in such request. Clearing Members and ~~Non-Clearing Members~~ DC Market Participants that are ICM Clients, in each case submitting personal data within the meaning of the German Federal Data Protection Act (*Bundesdatenschutzgesetz der Bundesrepublik Deutschland*) to Eurex Deutschland, Eurex Frankfurt AG or Eurex Clearing AG shall ensure that Eurex Deutschland, Eurex Frankfurt AG or Eurex Clearing AG, respectively, are authorised to submit such data to comply with Eurex Deutschland's obligations as a "qualified board or exchange" or Eurex Clearing AG's obligations as a "qualified intermediary") to authorities in the United States.

- (4) As soon as Eurex Deutschland, Eurex Frankfurt AG or the Service notify Eurex Clearing AG of a Clearing Member ~~or a Non-Clearing Member~~, a DC Market Participant that is a ICM Client or an Indirect Client Market Participant not complying with its obligations under Paragraphs (1) and (2), Eurex Clearing AG shall immediately notify the respective Clearing Member (also with respect to any non-compliance by its DC Market Participants that are not ICM Clients or by its Indirect Client Market Participants) or the respective ~~Non-Clearing Member~~ DC Market Participant that is an ICM Client and its Clearing Member of such fact. Upon receipt of such notification of Eurex Clearing AG according to Sentence 1, (i) in case of a non-compliant Clearing Member, the right of this Clearing Member to participate in the ~~clearing~~ Clearing of Eurex Transactions and Eurex Off-Book Trades and (ii) in case of a non-compliant ~~Non-Clearing Member~~ DC Market Participant that is an ICM Client or a non-compliant Indirect Client Market Participant, the right of ~~this Non-Clearing Member and the its~~ respective Clearing Member ~~(with respect to such Non-Clearing Member)~~ to participate in the ~~clearing~~ Clearing of Eurex Transactions and Eurex Off-Book Trades with respect to such DC Market Participant or Indirect Client Market Participant shall immediately be suspended.

As soon as Eurex Clearing AG itself becomes aware that a Clearing Member is not complying with its obligations under Paragraphs (1), (2), (5) or (6), without having obtained prior notice thereof pursuant to Sentence 1, Eurex Clearing AG shall immediately notify the Executive Board of Eurex Deutschland and the respective Clearing Member, and the right of this Clearing Member to participate in the ~~clearing~~ Clearing of Eurex Transactions and Eurex Off-Book Trades may immediately be suspended by way of a respective notification by Eurex Clearing AG vis-à-vis the respective Clearing Member.

A suspension includes the conclusion of any new Eurex Transactions from the point in time of receipt of such notification (other than transactions undertaken to close, transfer or exercise any position or Eurex Transaction of such Clearing Member or ~~Non-Clearing Member~~ relating to such DC Market Participant or Indirect Client Market Participant that exists at the time of such notification). Eurex Clearing AG shall notify the Executive Board of Eurex Deutschland of such suspension. The suspension shall be revoked by way of notification by Eurex Clearing AG vis-à-vis the respective Clearing Member or the respective ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant and its Clearing Member as soon as

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the respective party provides proof to Eurex Clearing AG that the obligations according to Paragraphs (1), (2), (5) or (6), respectively, have been fulfilled. Any obligations of the involved parties arising from the clearing relationship shall continue to exist even during the period of suspension.

- (5) Clearing Members participating in the clearing of potential 871m Transaction(s) that have provided Eurex Clearing AG, in accordance with Paragraph (2) above, with a W-8IMY Form (not a W-9 Form) represent and warrant by way of an independent guarantee irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that each time when entering into potential 871m Transaction, the following requirements are true and valid:

The Clearing Member has before entered into a qualified intermediary agreement (U.S. Revenue Procedure 2017-15) with the Service, maintains the acquired status and,

- a. if acting as an intermediary – including transactions entered into on behalf of its customers – it has assumed primary responsibility for reporting, collecting and remitting withholding taxes imposed pursuant to Subtitle A Chapters 3 and 4 and Chapter 61 and Section 3406 of the Code, and it withholds with respect to potential 871(m) Transaction(s) any payment of a dividend equivalent on the dividend payment date for the applicable dividend (as determined in Treasury Regulations Section 1.1441-2(e)(4) or any successor thereto); or
 - b. if acting for its own account, it has selected the qualified derivatives dealer status for principal transactions (as defined in U.S. Revenue Procedure 2017-15, Section 2.63).
- (6) Any Clearing Member participating in the clearing of potential 871(m) Transactions shall immediately notify Eurex Clearing AG in writing if it undergoes a change in circumstances (including a termination of its status as a qualified intermediary or qualified derivatives dealer), or otherwise knows or has reason to know that it is not, or will not be, in compliance with this section. Such written notice must be delivered to Eurex Clearing AG no later than within two days of the Clearing Member's knowledge thereof together with a correspondingly amended Form W-9 or W-8IMY, if applicable.

1.8 Conclusion of Covered Transactions between ~~the a~~ Clearing Member and ~~the Registered Customer~~ an ICM Client

- 1.8.1 The Clearing Member and the ~~Registered Customer~~ ICM Client (other than a DC Market Participant), by entering into the relevant ICM Clearing Agreement for ICM-ECD, agree that, after conclusion of a ~~Market-Eurex~~ Transaction between Eurex Clearing AG and the Clearing Member (or any other Clearing Member) and upon the booking of such ~~Market-Eurex~~ Transaction to the relevant Transaction Account of the Clearing Member pursuant to Chapter I Part 1 Number 4.2.1 by reference to ~~the Registered Customer~~ such ICM Client or the transfer of such ~~Market-Eurex~~ Transaction to the relevant Transaction

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Account of the Clearing Member by reference to ~~the Registered Customer~~ such ICM Client pursuant to Number 1.3.3 in connection with Chapter I Part 1 Number 1.2.2 (5) (which, in each case, thereby becomes a ~~RC-Related Covered~~ Transaction), ~~a corresponding relating to such ICM Client~~, a Corresponding Covered Transaction will, simultaneously, be concluded between the Clearing Member and the ~~Registered Customer~~ relevant ICM Client pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (1) (c) of the Clearing Conditions. ~~The Registered Customer~~ Such ICM Client, by entering into the relevant ICM Clearing Agreement for ICM-ECD, agrees to be legally bound by each such ~~corresponding~~ Corresponding Covered Transaction and acknowledges that no further specific agreement to be legally bound shall be required to be given by ~~the Registered Customer~~ such ICM Client at the time of the conclusion of such ~~corresponding~~ Corresponding Covered Transaction.

- 1.8.2 The Clearing Member and the ~~Registered Customer~~ ICM Client (other than a DC Market Participant) should check and verify without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct conclusion of Corresponding Covered Transactions and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Number 4.6 of the General Clearing Provisions.
- 1.8.3 Eurex Clearing AG does not assume any liability vis-à-vis the Clearing Member or the ~~Registered Customer~~ if a ICM Client (other than a DC Market Participant) if a Corresponding Covered Transaction between the Clearing Member and the ~~Registered Customer~~ ICM Client concluded pursuant to Number 1.8.1 above, is not correct or has not been initiated by ~~the Registered Customer~~ such ICM Client.
- 1.8.4 By entering into the relevant ICM Clearing Agreement, ~~the Registered Customer~~ for ICM-ECD, the ICM Client (other than a DC Market Participant) irrevocably authorises Eurex Clearing AG to receive, also on behalf of ~~the Registered Customer~~ such ICM Client, for purposes of the conclusion of the ~~corresponding~~ Corresponding Covered Transaction between the Clearing Member and the ~~Registered Customer~~ ICM Client pursuant to Number 1.8.1 above:
- (i) any request of the Clearing Member to book a ~~Market Transaction (that is a~~ Eurex Transaction) ~~between~~ Eurex Clearing AG and the Clearing Member from one of its Customer Accounts to one of its NCM/RC DC Own Accounts or a Transaction Account for Indirect Client(s) (relating, in each case, to such ICM Client); and
 - (ii) any request of another Clearing Member to book a Eurex Transaction between Eurex Clearing AG and the Clearing Member to one of its DC Own Accounts or a Transaction Account for Indirect Client(s) (relating, in each case, to a Registered Customer); and ~~(ii) any request of another Clearing Member to book a Market Transaction (that is a Eurex Transaction) ~~between~~ Eurex Clearing AG and the Clearing Member to one of its NCM/RC Own Accounts or a Transaction Account for Indirect Client(s) ~~(relating, in each case, to a Registered Customer~~ such ICM Client) following a transfer of such Market Eurex Transaction from the Clearing Member to such other Clearing Member.~~

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1.8.5 The relevant Clearing Member is obliged to obtain the required instructions from the relevant ~~Registered Customer~~ ICM Client (other than a DC Market Participant) before (i) a conclusion of the Corresponding Covered Transaction between the relevant Clearing Member and ~~the Registered Customer~~ such ICM Client pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (1) (c) of the Clearing Conditions or (ii) initiating any amendments or terminations of Corresponding Covered Transactions between them.

~~1.8.6 If the RC-Related Transaction in respect of the relevant Registered Customer is subject to the Elementary Clearing Model Provisions, the provisions of this Number 1.8 are subject to Chapter I Part 2 Subpart A Number 2.1.~~

1.9 Multiple Clearing Relationships

1.9.1 General rules

~~A Non-Clearing Member may assign the clearing of Eurex Transactions to several but not more than three Clearing Members by entering into a separate Clearing Agreement with each such Clearing Member.~~ Eurex Clearing AG will reject to set up a DC Market Participant or an Indirect Client Market Participant with a specific Clearing Member, if the relevant DC Market Participant or Indirect Client Market Participant is already set up as DC Market Participant or Indirect Client Market Participant with three other Clearing Members. In this case, the provisions on the replacement of the Clearing Member (Chapter I Part 1 Number 8), on the non-fulfilment of duties of a ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant (Chapter I Part 1 Number 10), other agreements concluded between Clearing Members and ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participants relating to the ~~clearing~~ Clearing of Eurex Transactions (Chapter I Part 1 Number 12) as well as on the termination of the ICM Clearing Agreement in case of an ICM Client (Chapter I Part 1 Number 13) shall apply only insofar as the respective legal relationship between the relevant Clearing Member and the DC Market Participant, Indirect Client Market Participant or, under the Individual Clearing Model Provisions, the respective ICM Clearing Agreement is affected.

1.9.2 Information provided by Eurex Clearing AG

- (1) Notwithstanding Chapter I Part 1 Number 15.1, Eurex Clearing AG will inform a Clearing Member if one of its ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participants assigns the ~~clearing~~ Clearing of Eurex Transactions to a second or third Clearing Member. The name of the relevant Clearing Member or any further related information will not be disclosed.
- (2) In the case that (i) a Clearing Member declares by way of a Stop Button entry that it is no longer willing to conduct the Clearing of Eurex Transactions of a ~~Non-Clearing Member~~ DC Market Participant or in relation to an Indirect Client Market Participant or (ii) Eurex Clearing AG becomes aware that a ~~Non-Clearing Member~~ DC Market Participant or Indirect Market Participant is in default, Eurex Clearing AG will inform the other Clearing Members who have ~~entered into a Clearing Agreement with the affected Non-Clearing Member~~, in the books and records of Eurex Clearing AG, opened a DC Own Account or a Transaction Account for Indirect Client(s) with

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[respect to the affected DC Market Participant or Indirect Market Participant](#) about such fact accordingly. Eurex Clearing AG will not disclose the reason for the use of the Stop Button or any further information relating to the ~~Non-Clearing Member's DC Market Participant's or Indirect Client Market Participant's~~ default to the other Clearing Members and will not verify any such information in the interest of a timely notification. ~~It is within the own responsibility of each~~ [Each](#) Clearing Member [is responsible](#) to contact the affected ~~Non-Clearing Member DC Market Participant or Indirect Client Market Participant~~ directly for clarification.

- (3) If the Stop Button entry is withdrawn or if Eurex Clearing AG becomes aware that the ~~Non-Clearing Member DC Market Participant or Indirect Client Market Participant~~ is no longer in default, Eurex Clearing AG will inform the other Clearing Members of the ~~Non-Clearing Member DC Market Participant or Indirect Client Market Participant~~ about such fact accordingly. In this case, Paragraph (2) Sentences 2 and 3 shall apply accordingly.

- (4) [The Clearing Member agrees to obtain consent of each of its DC Market Participants \(other than an ICM Client\) and Indirect Client Market Participants to the transmission of information related to such DC Market Participant or Indirect Client Market Participant by Eurex Clearing AG pursuant to this Number 1.9.2.](#)

1.9.3 Clearing Members acting as ~~Non-Clearing Members~~ [DC Market Participants](#)

A Clearing Member may enter ~~into Clearing Agreements as a Non-Clearing Member~~ with one or two other Clearing Members [into a bilateral legal relationship and/or an ICM Clearing Agreement as a DC Market Participant](#) in respect of Eurex Transactions ~~(as defined in Chapter I Part 1 Number 1.1.2)~~. If Eurex Transactions of a Clearing Member, acting as a ~~Non-Clearing Member DC Market Participant~~, are cleared by another Clearing Member, the rules applicable ~~to Non-Clearing Members or relating to DC Market Participants~~ shall apply accordingly.

1.10 Requirements for ~~Non-Clearing Members~~ [relating to their DC Market Participants and Indirect Client Market Participants](#) regarding Qualified Back Office Staff Members

A ~~Non-Clearing Member is required to~~ [shall procure that its DC Market Participants and Indirect Client Market Participants](#) use at least one sufficiently qualified (as defined and published by Eurex Clearing AG pursuant to Chapter I Part 1 Number 16.1) staff member in the back-office [in accordance with this Number 1.10 if the Clearing Member has transferred the Post Trade Management to such DC Market Participant or Indirect Client Market Participant in accordance with Number 1.1.8 in connection with Number 1.1.13 of the General Clearing Provisions.](#)

The sufficiently qualified staff member shall be physically present and available via telephone and fax during the Business Day until 19:00 CET. From 19:00 CET to until 22:30 CET, the ~~Non-Clearing Member has to ensure that a~~ sufficiently qualified staff member ~~is~~ [shall be](#) available via telephone.

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~~If a Non-Clearing Member is involved in~~ With respect to the clearing of instruments which are admitted to trading at the Eurex Exchange and are available for 23 hours trading, it is required to ensure the availability of the sufficiently qualified staff member by phone until 23:05 CET.

A ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant is not required to have a qualified staff member in the back-office if such ~~Non-Clearing Member outsources~~ DC Market Participant or Indirect Client Market Participant retransfers all its back-office functions pursuant to Chapter I Part 1 Number 15.2 to its Clearing Member ~~or to an Insourcee that has a qualified clearing staff member.~~

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Part 2 Clearing of Futures Contracts

The following provisions shall apply to the Clearing of futures contract transactions specified in Number 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland (“**Eurex Contract Specifications**”).

2.1 General Provisions

The “**General Provisions**” pursuant to this Number 2.1 apply for all futures contracts [transactions](#) unless specific or rules deviating from the “**General Provisions**” pursuant to Number 2.2 to 2.23 apply to the respective futures contracts [transactions](#).

2.1.1 General Liabilities

- (1) Eurex Clearing AG shall be a contracting party to all payments and deliveries arising out of the settlement of ~~Futures-futures~~ contracts [transactions](#).
- (2) Clearing Members must fulfil their payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) Paragraphs (1) and (2) shall apply accordingly regarding the fulfilment of [Eurex Transactions](#) in products of the Eurex Exchange, which have been included in the Clearing by Eurex Clearing AG and whose fulfilment requires the opening of a position in a specific derivatives contract on another derivatives exchange or another clearing house, respectively, in favour of the counterparty of these transactions.

2.1.2 Daily Settlement Price

- (1) For each futures contract, profits and losses arising out of open positions on any Business Day will be determined at the end of the Post-Trading Period on the basis of the daily settlement price determined pursuant to Paragraph (2). For open positions from the previous Business Day, the relevant profit or loss amount shall equal the difference between the daily settlement prices of the contract in question on the relevant Business Day and the previous Business Day. For ~~transactions~~ [Eurex Transactions included in the Clearing](#) on the relevant Business Day, the relevant profit or loss amount shall equal the difference between the price at which the [Eurex Transaction](#) was concluded and the daily settlement price for such Business Day.

The determined profit or loss amount on any Business Day shall be the Variation Margin Requirement or Segregated Variation Margin Requirement, as applicable, and/or any Redelivery Amount, as the case may be (as defined in Chapter I Part 2 Subpart A Number 5.4, Chapter I Part 3 Subpart A Number 6.3 or Chapter I Part 4 Number 7.4, as applicable).

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- (2) Eurex Clearing AG determines the daily settlement price according to the true market conditions of the respective contract and under consideration of its risk assessment.
- (a) When determining the daily settlement prices pursuant to Sentence 1 for contracts of the current expiry month, the following procedure shall apply.
1. For contracts with which a closing price in the closing auction pursuant to Section 64 of the Exchange Rules for Eurex Deutschland is determined before 7 p.m., Eurex Clearing AG shall determine the daily settlement price according to the closing price respectively determined for the contract.
 2. With all other contracts, the daily settlement price shall be determined from the volume-weighted average of the prices of all transactions of the last minute before the respective reference point in time in the respective contract, provided that more than five transactions have been settled within this period. In case a minimum of five transactions have not been concluded in the last minute before the respective reference point in time, the daily settlement price shall be determined from the volume-weighted average of the prices of the last five transactions concluded before the reference point in time in the respective contract, provided that those transactions are not concluded more than 15 minutes before the reference point in time.
 3. In case no price can be determined according to the aforementioned procedure, the daily settlement price shall be determined on the basis of the procedure described in (b) below.
- (b) For all other contract terms, the following procedures apply to the determination of the daily settlement price.
1. The daily settlement price for a contract shall be determined according to the average bid-ask spread of the combination order book.
 2. In case there is no spread in the combination order book, Eurex Clearing AG shall base the determination on the average bid-ask spread of the respective expiry month.
 3. In case there is no average bid-ask spread for the respective expiry month, the daily settlement price shall be determined according to the theoretic price based on the price of the underlying.
- (c) The daily settlement price for Mini-DAX[®] Futures contracts shall be determined by the daily settlement price for DAX[®] Futures contracts.
- (d) The daily settlement price for futures contracts on exchange-traded index fund shares and on shares shall be determined by Eurex Clearing AG according to the closing price of the respective future determined in the closing auction of the underlying plus the respective costs of carry. For index fund shares, the closing

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price in the electronic trade on the Frankfurter Wertpapierbörse/SWX shall be relevant; for shares, the closing price according to the regulation in Number 2.7.2 shall be relevant.

- (e) The daily settlement price for futures contracts with assigned group ID BR01, CA01, CA02, US01 or US02 (Annex A of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) shall be determined by the volume-weighted average of the last three prices of the underlying before the reference point in time (Paragraph 5); Eurex Clearing AG shall hereby collect the prices via the data provider Reuters AG. The calculated value shall respectively be added to the (costs of carry).
- (f) The daily settlement price for the Commodity Index Futures Contracts shall be determined on the basis of the mean bid/ask spread in the order book before the reference point in time.
- (g) The daily settlement price for Eurex-KOSPI-Daily Futures contracts shall also be the final settlement price (Number 2.15.2).
- (h) The daily settlement price for
 - FX Futures contracts
 - Index Dividend Futures contracts
 - Volatility Index Futures contracts

shall be determined according to the procedures described in Paragraph (a). In the case that no daily settlement price can be determined according to aforementioned procedures, the daily settlement price shall be determined on the basis of the mean bid-ask spread in the orderbook before the reference point in time.

- (i) In case the determination of the daily settlement price of a contract according to aforementioned regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the settlement price at its equitable discretion.
- (j) The daily settlement price for Variance Futures contracts shall be determined according to the specification in Number 1.20.7 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

daily settlement price Variance Future (F_{settle})

$$= D_t * (\text{daily settlement variance } (\sigma_{settle}^2) - \text{standard variance strike } (\sigma_0^2)) - ARMVM_t + C$$

With the

daily settlement variance (σ_{settle}^2)

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$$= \frac{(\text{daily settlement Volatility}(\sigma_{\text{settle}})^2 * (T - t) + \sigma_r^2 * t)}{T}$$

Where the *daily settlement "Volatility"* $(\sigma_{\text{settle}})^2$ is determined as:

1. The volume weighted average price during the last 30 minutes of trading on each scheduled trading day.
2. The market maker mid point price during the last 30 minutes of trading on each scheduled trading day.
3. The last price of the VSTOXX Sub index that references the same maturity as the Variance Futures contract

T = total amount of daily variance observations that are expected to occur during the life time of the contract

t = amount of daily variance observations that have occurred until the current settlement day

D_t = discount factor according to 1.20.7 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland σ_r^2 = realized variance measured until and including the closing price of the underlying instrument at the end of the day of the trade match. Realized variance is calculated according to Section 1.20.7.2.2.1. of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

σ_0^2 = standard variance strike according to Section 1.20.7.3 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

$ARMVM_t$ = Accumulated Return on Modified Variation Margin, according to Section 1.20.7.2.2.2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

- (k) The daily settlement price for Index Total Return Futures Contracts shall be determined according to Number 2.22.2.
- (3) Paragraph (1) shall apply to the legal relationship between Clearing Members and their ~~relevant Non-Clearing Members or Registered Customers, respectively,~~ [respective ICM Clients](#) *mutatis mutandis*.
 - (4) Number 2.1.1 apply *mutatis mutandis* with respect to all payments pursuant to this Number 2.1.2.
 - (5) Reference times

The scheduled reference times for the determination of the daily settlement prices for the respective Contracts are set out in the table below:

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Contract	Reference Time (CET)
All other Index Dividend Futures	17:30
All other Index-Futures	17:30
CECE® EUR-Futures	17:10
Commodity Index Futures	17:30
CONF-Futures	17:00
ETC Futures	17:30
Eurex -KOSPI-Daily Futures Contracts	17:30
Fixed Income Futures (denominated in Euro)	17:15
Bond Index Futures	17:15
Futures Contracts with assigned group ID BR01, CA01, CA02, US01 or US02	17:45
FX Futures	17:30)
FX Rolling Spot Futures	17:00
LDX IRS Constant Maturity Futures	18:00
Index Dividend Futures	17:30
Money Market Futures (FEO1 AND FEU3)	17:15
FLIC	18:00
RDX® EUR Futures, RDX® USD Futures	17:30
SMI® Index Dividend Futures	17:20
SMI®-Futures, SLI® Futures	17:20
SMIM® Futures	17:20
Variance futures	17:50
VSTOXX® Futures	17:30
TA-35 Futures	16:35
Interest Rate Swap Futures Contracts	17:15
Index Total Return Futures Contracts	17:30

The Management Board of Eurex Clearing AG may on a case by case basis determine that a different reference time shall apply for the determination of a daily settlement price, if it so deems appropriate under prevailing circumstances, in

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particular in case of a closure of the spot market of the underlying of the respective contract prior to the scheduled reference time. Eurex Clearing AG will publish any reference times so determined.

2.1.3 Margin Requirements

- (1) The following provisions on margin requirements shall apply in addition to the relevant provisions in Chapter I:
- (2) In accordance with the Risk Based Margining methodology, with respect to futures contracts, the applicable Margin Type shall be the Spread Margin, provided that in the case of a Physical Delivery, the Current Liquidating Margin shall be the applicable Margin Type.
- (3) In accordance with the Eurex Clearing Prisma methodology, with respect to futures contracts, the applicable Margin Type shall be the Initial Margin.
- (4) In addition, in the case of a Physical Delivery, the Current Liquidating Margin shall be an applicable Margin Type in accordance with the Risk Based Margining methodology and in accordance with the Eurex Clearing Prisma methodology.

2.1.4 Final Settlement Price

In case the determination of the final settlement price of a contract according to following regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

2.2 Clearing of Money Market Futures contracts

The following provisions shall apply to the Clearing of Money Market Futures contract transactions specified in Number 1.1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.2.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (pursuant to Number 1.1.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the RTGS Account or the euroSIC Account.

2.2.2 Final Settlement Price

- (1) With respect to Three Month EURIBOR Futures contracts, the final settlement price will be determined by Eurex Clearing AG (pursuant to Number 1.1.4 Paragraph 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) on the basis of the reference interest rate EURIBOR calculated by the European Banking Federation (FBE) and Financial Market Association (ACI) at that

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day for Three-Month cash deposit in Euro at the final payment day of a contract at 11 a.m. CET.

- (2) With respect to Three-Month SARON® Futures contracts, the final settlement price will be determined by Eurex Clearing AG in CHF on the final settlement day of the respective contract (pursuant to Number 1.1.4 Paragraph 2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) on the basis of the average of the Swiss Average Rate Overnight index SARON® over a three-month period taking into account the compounded interest effect after 6 p.m. CET.

The final settlement price (“FSP”) is determined by the following formula:

$$FSP=100-\left[\frac{360}{N}\left(\prod_{i=1}^M\left(1+\frac{F_i*w_i}{360}\right)-1\right)\right]*100$$

M = number of observations of the SARON® in the respective contract reference quarter

N = number of calendar days in the reference quarter

F_i = SARON® fixing for the i-th CHF banking day (in percent) in the reference quarter

w_i = the number of days that F_i is applied

- (3) With respect to EONIA Futures contracts, the final settlement price will be determined by Eurex Clearing AG in Euro at the final settlement day of a contract after 7 p.m. CET on the basis of the average of the effective interest rates for overnight deposits calculated by the European Central Bank over the Accrual Period of the relevant EONIA Futures contract; where “**Accrual Period**” means, with respect to an EONIA Futures contract, the (the term of) a period of time corresponding to the term of the EONIA Futures contract determined by the Eurex Exchange. The average will be calculated taking into account the compound interest effect after 7 p.m. CET on the final settlement day.

The final settlement price (“FSP”) is shall be determined pursuant to ~~by~~ the following formula.

$$FSP=100-\left[\frac{360}{N}\left(\prod_{i=1}^M\left(1+\frac{F_i*w_i}{360}\right)-1\right)\right]*100$$

Where:

“F_i” means with respect to any Observation Day in the Accrual Period, the EONIA interest rate (expressed as an percentage) calculated and published (through any such publication channel that Eurex Clearing AG deems appropriate) by the European Central Bank for such Observation Day.

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“**i**” means a series of whole numbers from one (1) to M, each representing the relevant Observation Days in chronological order from, and including, the first Observation Day in the relevant Accrual Period.

“**M**” means the number of Observation Days in the Accrual Period.

“**N**” means the number of calendar days in the Accrual Period.

“**Observation Days**” means each day for which the EONIA interest rate is calculated and published by the European Central Bank.

“**w_i**” means, with respect to any EONIA interest rate F_i , the number of calendar days in the period from, and including, the Observation Day to which such EONIA interest rate F_i relates to, but excluding, the immediately following Observation Day.

Subject to and in accordance with the above formula, (i) all EONIA reference interest rates which were calculated by the European Central Bank during the term of a period of time determined by the Eurex Exchange of the Futures Contract shall contribute to the calculation of the average and (ii) for Saturdays, Sundays and holidays or any other day for which the European Central Bank does not calculate a EONIA interest rate, the EONIA interest rate calculated by the European Central Bank for the previous day, will form the basis of the calculation.

- (4) With respect to the EUR Secured Funding Futures contract, the final settlement price will be determined by Eurex Clearing AG (pursuant to Number 1.1.4 Paragraph 4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) on the final settlement day of a contract on the basis of the average of all interest rates regarding the STOXX GC Pooling EUR Deferred Funding Rate calculated during the term of a period of time determined by the Eurex Exchange, taking into account the compound interest effect after 7 p.m. CET.

The final settlement price (“**FSP**”) is determined by the following formula:

$$FSP = 100 - \left[\frac{360}{N} \left(\prod_{i=1}^M \left(1 + \frac{F_i \cdot w_i}{360} \right) - 1 \right) \right] * 100$$

M = number of observations of the STOXX® GC Pooling EUR Deferred Funding Rate in the accrual period

N = number of calendar days in the accrual period

F_i = the i-th STOXX® GC Pooling EUR Deferred Funding Rate (in percent) in the accrual period

w_i = the number of days that F_i is applied for, i.e. w_i represents the calendar days between the publication of the STOXX® GC Pooling EUR Deferred Funding Rate on day i and the next day on which a STOXX® GC Pooling EUR Deferred Funding Rate is published.

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With regard to Saturdays, Sundays or public holidays for which an interest rate regarding the STOXX GC Pooling EUR Deferred Funding Rate was not calculated, the STOXX GC Pooling EUR Deferred Funding Rate calculated on the preceding exchange day shall form the basis for such calculation.

- (5) The final settlement price will be determined by rounding the EONIA average interest rate, the SARON® average interest rate over a three-month period, the reference interest rate EURIBOR calculated for Three Month cash deposits as well as the EUR Secured Funding interest rate regarding the STOXX GC Pooling EUR Deferred Funding Rate to three decimal places and by subtracting the amount from 100. When rounding to the third decimal place, the following procedure shall be used. If the value of the fourth decimal place lies between 1 and 5, the third decimal place shall be rounded down; if the value of the fourth decimal place lies between 6 and 9, the third decimal place shall be rounded up. (Example: If a EURIBOR interest rate is determined at 1.2235, it shall be rounded down to 1.223 and this amount be subtracted from 100).

2.2.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price (Number 1.1.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) on the Business Day preceding the last trading day as far as these positions have already existed the previous day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price. The cash compensation pursuant to Sentence 1 is settled on the Business Day following the final settlement day.

2.3 Clearing of Fixed Income Futures contracts

The following provisions shall apply to the Clearing of Fixed Income Futures contract transactions specified in Number 1.2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.3.1 Delivery and Payment Procedures

All matching payments shall be settled with physical delivery directly between the Clearing Members and Eurex Clearing AG within the settlement period determined by Eurex Clearing AG on the second Business Day after the notification day (Number 2.3.4 Paragraph (2)).

The Settlement Claims (as defined in Chapter I Part 1 Number 1.3) shall be settled via a Settlement Location and the payments shall be settled via the respective account determined by the respective Settlement Location.

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All Clearing Members and Eurex Clearing AG must ensure that the transaction can be handled in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) on that Business Day when the delivery notice is given. All Clearing Members must ensure their ability to effect deliveries and payments by having sufficient credit balances (i) in their account at the respective custody institution; (ii) on the RTGS Account or the euroSIC Account for euro-fixed Futures contracts; and (iii) on the SIC Account for CONF-Futures contracts.

If the second Business Day after the notification day is a Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to the security to be delivered, a corporate action pursuant to Chapter V Part 2 Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays, all physical deliveries and payments shall be performed on the third Business Day after the notification day.

2.3.2 Final Settlement Price

The final settlement price is determined by Eurex Clearing AG on the last Business Day (Number 1.2.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) at 12:30 pm CET. The final settlement price corresponds to the volume-weighted average of the prices of all transactions executed during the final trading minute, provided that in such period of time, more than ten transactions have been executed. If this is not the case, the settlement price shall be determined on the basis of the prices of the last ten executed transactions, provided that no more than 30 minutes have passed since these transactions. If the calculation of the final settlement price pursuant to the aforementioned regulation is not possible or if the calculated price does not reflect the real market situation, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

2.3.3 Tender Price

The tender price shall equal the nominal value of the contract, multiplied with the final settlement price of the respective contract, multiplied with the conversion factor of the tendered debt security, plus the interest accrued since the last interest payment date.

2.3.4 Fulfilment, Delivery

- (1) A delivery obligation arising out of a short position in a Euro-fixed income futures contract may only be performed with debt securities as determined by Eurex Clearing AG. For delivery, debt securities denominated in EUR with a fixed coupon of Germany (for Euro-Schatz-, Euro-Bobl-, Euro-Bund- and Euro-Buxl Futures contracts), of the Republic of Italy (Short term Euro-BTP-Futures contracts, Mid term Euro-BTP-Futures contracts and Euro-BTP-Futures contracts), of the Republic of France (Euro-OAT-Futures contracts and Mid-Term Euro-OAT-Futures contracts) and of the Kingdom of Spain (for Euro-BONO-Futures contracts) can be chosen with a remaining uncancellable term of:
 - 1.75 up to 2.25 years and an original term of no longer than eleven years for Euro-treasure Futures contracts

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- 4.5 up to 5.5 years and an original term of no longer than eleven years for Euro-Bobls Futures contracts
- 8.5 up to 10.5 years and an original term of no longer than eleven years for Euro-federal Futures contracts
- 24 up to 35 years for Euro-Buxl Futures contracts
- 2 up to 3.25 years for Short-term Euro-BTP-Futures contracts
- 4.5 up to 6 years and an original term of no longer than 16 years for Mid-term Euro-BTP-Futures contracts
- 8.5 up to 11 years and an original term of no longer than 16 years for Euro-BTP-Futures contracts
- 8.5 up to 10.5 years and an original term of no longer than 17 years for Euro-OAT-Futures contracts
- 4.5 up to 5.5 years and an original term of no longer than 17 years for Mid-Term Euro-OAT Futures contracts.
- 8.5 up to 10.5 years and an original term of no longer than 20 years for all Euro-BONO-Futures contracts prior to the September 2018 expiry. All Euro-BONO-Futures contracts from (for the avoidance of doubt, including) the September 2018 expiry onwards will have an original term no longer than 15 years.

The debt securities have to possess a minimum issuance volume of EUR 5 billion. Debt securities of the Republic of Italy and the Kingdom of Spain have to possess a minimum issuance volume of EUR 5 billion no later than 10 exchange days prior to the last trading day of the current due month (Number 1.2.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), otherwise, they shall not be deliverable until the delivery day of the current due month.

A delivery obligation arising out of a short position in a CONF futures contract may only be performed with obligations as determined by Eurex Clearing AG. Obligations of the Swiss Confederation denominated in Swiss Francs with a remaining term of at least eight years up to 13 years at most can be chosen. For obligations with early redemption option, the first and last possible redemption date at the point of delivery of the contract must be between eight and 13 years. The obligations must possess a minimum issuance volume of CHF 500 million.

- (2) Two Business Days prior to the tenth calendar day of a quarter month (notification day), the Clearing Members with open short positions must indicate the type of bonds they will deliver to Eurex Clearing AG after transaction closing until the end of the post-trading full-period. Existing delivery notifications can be changed until closing of the post-trading full period. If a delivery notice is not made in time, Eurex Clearing AG determines the bonds to be delivered by the Clearing Member. The

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actual amount of notified debt securities have to be confirmed by Clearing Members vis-à-vis Eurex Clearing AG one day prior to the delivery day.

- (3) After the end of the Post-Trading Period on the Notice Day, Eurex Clearing AG shall allocate to the Clearing Members with open long positions the bonds notified for delivery, using a selection procedure that ensures the neutrality of the allocation process. The Clearing Members will be informed on the next Business Day as to which bonds were allocated to them and at what tender.
- (4) Paragraphs (1) to (3) shall apply to the legal relationship between Clearing Members and their relevant ~~Non-Clearing Members or Registered Customers, respectively;~~ [Paragraph ICM Clients under the ICM-ECD Provisions. With respect to their relevant Disclosed Direct Clients \(other than ICM Clients under the ICM-ECD Provisions\) the Clearing Member is obliged to agree with such Disclosed Direct Client that Paragraphs \(1\) to \(3\) shall apply mutatis mutandis to the legal relationship between Clearing Members, Registered Customers or Non-Clearing Members, as the case may be, and their respective customers.](#)

2.3.5 Failure to Deliver

- (1) In the event that a Clearing Member fails to deliver the bonds to be delivered notified by it on the delivery day (as per Number 2.3.1) according to the instructions of Eurex Clearing AG during the delivery times determined for the delivery day (as published by Eurex Clearing AG on its website (www.eurexclearing.com)), Eurex Clearing AG shall be entitled to take the following measures:
 - Eurex Clearing AG is entitled to obtain by means of securities lending the notified bonds and deliver them to the Clearing Member which did not receive delivery in time.
 - Eurex Clearing AG is entitled to designate from the basket of deliverable bonds other than those notified as bonds to be delivered and to deliver such bonds to the Clearing Member which did not receive delivery in time. The Clearing Member in default has to deliver the bonds designated by Eurex Clearing AG. Eurex Clearing AG is entitled to obtain the notified bonds by means of securities lending and deliver them to the Clearing Member which did not receive delivery in time.
 - In the event that the bonds to be delivered are not delivered to Eurex Clearing AG as part of the standard transfer arrangement of the respective Settlement Location by the 5th Business Day after the delivery day, Eurex Clearing AG shall be entitled to make a replacement purchase with respect to the undelivered bonds.

Eurex Clearing AG will deliver the bonds acquired through such replacement transaction to the Clearing Member which did not receive delivery in time.

- (2) Measures set forth in Paragraph (1) shall be binding on the Clearing Member which did not receive delivery in time.

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- (3) The defaulting Clearing Member shall bear the costs arising from measures taken pursuant to Paragraph (1).
- (4) In the event that a Clearing Member fails to deliver bonds of the Federal Republic of Germany to be delivered by it on the delivery day until 14:15 hours (Frankfurt am Main time), but until the respective End-of-Settlement time (as published by Eurex Clearing AG on its website (www.eurexclearing.com)) ("**Settlement Cut-Off Time**"), such Clearing Member shall pay to Eurex Clearing AG a contractual penalty in the amount of 0.04 per cent of the nominal value of the non- delivered bonds.

In the event that a Clearing Member fails to deliver bonds of the Federal Republic of Germany to be delivered by it on the delivery day until the respective Settlement Cut-Off Time or other bonds during the delivery times determined for the delivery day (as published by Eurex Clearing AG on its website (www.eurexclearing.com)), such Clearing Member shall pay to Eurex Clearing AG a contractual penalty for the period from the delivery day (whereby the delivery day will be taken into account for the calculation) to the earlier of (a) the date of actual delivery or (b) the date of a replacement purchase (whereby such earlier date will not be taken into account for the calculation) in the following amount:

- For Euro-fixed Futures contracts: 0.40 per cent of the nominal value of the non-delivered bonds per Business Day; and
- for CONF Futures contracts: 0.85 per cent of the nominal value of the non-delivered bonds per Business Day;

in each case plus an amount per calendar day calculated according to a percentage of the counter value of the bonds notified for delivery, such percentage having been fixed and notified in advance by Eurex Clearing AG. Such percentage shall be based

- for Euro-fixed Futures contracts on the effective rate for the marginal lending facility of the European Central Bank plus 100 basis points; and
- for CONF Futures contracts on the effective rate for the liquidity-shortage financing facility of the Swiss National Bank plus 100 basis points.

The relevant interest rates are published on the websites of the European Central Bank and the Swiss National Bank respectively.

For the avoidance of doubt, the provisions of this Number 2.3.5 Paragraph (4) shall apply in addition to Chapter I Part 1 Number 14.2.

- (5) The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in time to claim further damages shall remain unaffected.
- (6) If on a delivery day only a partial delivery of securities occurs, the Paragraphs above shall apply accordingly with regard to the outstanding partial deliveries. Due to different average price calculation of the T2S system and the system of Eurex Clearing AG concerning partial deliveries, it may occur for incomplete deliveries on

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the delivery day, that the Clearing Member obliged to deliver is credited an amount which, in total, exceeds the selling price. Eurex Clearing AG shall notify the Clearing Member obliged to deliver accordingly and is authorised to debit any exceeding amounts accordingly and to credit these amounts to the buyer. The Clearing Member obliged to deliver must ensure that a respective amount is available on its relevant RTGS Account or euroSIC Account.

- (7) Eurex Clearing AG will not assert the contractual penalty if securities are not delivered on the first Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to these securities, a corporate action pursuant to Chapter V Part 2 Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays.

2.3.6 Corporate Actions

In case of corporate actions on underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Part 2 Number 2.3 shall apply accordingly.

2.4 Clearing of Index Futures Contracts

The following provisions shall apply to the Clearing of Index futures contract transactions specified in Number 1.3 of the Eurex Contract Specifications.

2.4.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.3.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). An exception are payments in Japanese Yen (JPY) in MSCI Index Futures contracts, which shall be made two Business Days after the final settlement day. All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the RTGS Account or the euroSIC Account; for SMI Futures contracts, SLI® Futures contracts and for SMIM® Futures contracts, respective credit balances on the SIC Account shall be ensured.

2.4.2 Final Settlement Price

The final settlement price of the Index Futures contracts will be determined by Eurex Clearing AG (pursuant to Number 1.3.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) at the final payment day of a contract.

- (1) With respect to the DAX®, MDAX®, Mini-DAX®, TecDAX® and DivDAX® Futures contracts, the value of the respective index is based on the auction prices calculated by the electronic trading system of the Frankfurter Wertpapierbörse for those securities included in the respective index of an intraday auction determined by the Management Board of the Eurex Exchange.
- (2) With respect to the OMXH25 Futures contracts, the value of the respective index is based on the average prices of the shares included in OMXH25, provided that those

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prices are based on a transaction with a minimum Number of the respective share included in the OMXH25, weighted after the volume of the transactions which are executed at the Helsinki Stock Exchange since the transaction beginning of the ongoing trade of the electronic trading system up to the final settlement day.

- (3) With respect to the SMI[®] Futures contracts and the SLI[®] Futures contracts, the value of the respective index is based on the prices calculated by means of the electronic trading system of SIX Swiss Exchange AG during the opening auction for the securities and book-entry securities included in the SMI[®] respectively SLI[®]. With respect to the SMIM[®] Futures contracts, the value of the respective index is based on the opening prices calculated by means of the electronic trading system of SIX Swiss Exchange AG for the securities and book-entry securities included in the SMIM[®].
- (4) With respect to the EURO STOXX[®] 50 Index (Product ID: FESX and FESQ), EURO STOXX[®] Select Dividend 30 Index, EURO STOXX 50[®] ex. Financials Index, iSTOXX[®] Europe Low Risk Factor (Net Return, EUR), iSTOXX[®] Europe Momentum Factor (Net Return, EUR), iSTOXX[®] Europe Quality Factor (Net Return, EUR), iSTOXX[®] Europe Size Factor (Net Return, EUR), iSTOXX[®] Europe Value Factor (Net Return, EUR), iSTOXX[®] Europe Carry Factor (Net Return, EUR), STOXX[®] Europe 50 Index, STOXX[®] Europe 600 Index, STOXX[®] Europe Large 200 Index, STOXX[®] Europe Mid 200 Index, STOXX[®] Europe Small 200 Index, EURO STOXX[®] Sector Index and STOXX[®] Europe 600 Sector Index, EURO STOXX[®] Index, EURO STOXX[®] Large Index, EURO STOXX[®] Mid Index, EURO STOXX[®] Small Index Futures contracts, the value of the respective index is based on the average of the respective STOXX indices calculations at that day from 11:50 a.m. until 12:00 noon. CET.
- (5) With respect to the STOXX[®] Global Select Dividend 100 Index Futures contracts, the closing value of the underlying index on the last trading day shall be decisive.
- (6) With respect to the MSCI Index Futures contracts on Price Indices, the closing value of the price index on the last trading day shall be decisive.
- (7) With respect to the MSCI Index Futures contracts on (Net or Gross) Total Return Indices, the relevant closing value of the (Net or Gross) Total Return Index on the last trading day shall be decisive. MSCI Index Futures on Price- and Gross Total Return Indices are specified as such in the Eurex Contract Specifications. All other, not further specified MSCI Index Futures are based on Net Total Return Indices.
- (8) With respect to the RDX[®] USD Index and RDX[®] EUR Index Futures contracts, the value of the respective index is based on the closing prices calculated by means of the electronic trading system of London Stock Exchange (International Orderbook) for the securities and book-entry securities contained in the index.
- (9) With respect to the ATX[®] and ATX[®] five Futures contracts, the value of the respective index is based on the auction prices calculated by the electronic trading system of the Wiener Börse AG for those securities included in the respective index

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of an intraday auction determined by the Management Board of the Eurex Exchange.

- (10) With respect to the CECE[®] EUR Index Futures contracts, the value of the index is based on the closing prices calculated by means of the respective electronic trading system for the securities and book-entry securities contained in the index.
- (11) With respect to the TA-35 Index Futures contracts, the value of the final settlement price of index futures and options on the TA-35 index calculated by the Tel Aviv Stock Exchange.
- (12) In case of extraordinary circumstances, especially if the trading is interrupted due to technical problems or if a price determination for one or more securities or book-entry securities is not possible for other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure.

2.4.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the Business Day preceding the last trading day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.5 Clearing of Futures Contracts of Exchange Traded Fund Shares

The following provisions shall apply to the Clearing of Exchange Traded Fund futures contract transactions specified in Number 1.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland (EXTF futures).

2.5.1 Delivery and Payment Procedures

- (1) All physical deliveries and payments for EXTF futures shall be concurrently performed between the Clearing Members and Eurex Clearing AG on the second Business Day after the last trading day of the contract.

Physical deliveries of securities shall be made through a Settlement Location, and payments shall be made through the account specified by such Settlement Location.

Each Clearing Member and Eurex Clearing AG must ensure that [Eurex](#) Transactions can be processed in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) on the Business Day on which the delivery notice is given. All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account at the respective depository institution and credit balances in the RTGS Account, the euroSIC Account or the SIC Account.

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If the second Business Day after the last trading day of the contract is a Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to the security to be delivered, a corporate action pursuant to Chapter V Part 2 Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays, all physical deliveries and payments shall be performed on the third Business Day after the last trading day of the contract.

- (2) In case of EXTF Futures Contracts to be fulfilled in cash (Number 1.4.2 Paragraph 3 of the Eurex Contract Specifications), all payments shall be made on the Business Day following the final settlement day (pursuant to Number 1.4.4 of the Eurex Contract Specifications).

All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

2.5.2 Tender Price and Final Settlement Price

The tender price or the final settlement price, respectively, shall be determined by Eurex Clearing AG on the last trading day of a contract according to the value of the securities on that day as follows:

- The respective tender or final settlement price of EXTF Futures contracts, the underlying securities of which are traded in the electronic trading system of the Frankfurter Wertpapierbörse, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the Frankfurter Wertpapierbörse.
- The respective tender or final settlement price of EXTF Futures contracts, the underlying securities of which are traded in the electronic trading system of the SIX Swiss Exchange AG, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the SIX Swiss Exchange AG.

If no price in the underlying security is effected on the closing auction, the volume-weighted average of the last three “**paid**” prices (*Bezahlt-Preise*) of the respective underlying security effected in the electronic trading system of the Frankfurter Wertpapierbörse shall be authoritative.

If, pursuant to Clause 3 of this Number, the determination of the prices is not possible or if the determined tender price or the determined final settlement price, respectively, does not reflect the true market conditions, Eurex Clearing AG may determine the tender price or the final settlement price, respectively, at its equitable discretion.

2.5.3 Fulfilment, Delivery

- (1) In case of EXTF Futures Contracts to be fulfilled by cash settlement (Number 1.4.2 Paragraph 3 of the Eurex Contract Specifications), open positions from the last trading day or the final settlement day, respectively, of a futures contract shall be

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balanced on the Business Day following this day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of a Futures Contract and such contract's daily settlement price on the Business Day preceding the last trading. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

- (2) In case of EXTF Futures Contracts to be fulfilled by physical delivery (Number 1.4.2 Paragraph 1 of the Eurex Contract Specifications), fulfilment can only take place by delivery of the underlying share. Consequently, there is an obligation to take delivery incumbent upon the owner of a long position of the respective Single Stock Futures Contract.
- (3) If the last trading day of the EXTF Futures contracts is the day preceding the day on which the profits are distributed, the new owner of the underlying security shall be entitled to the distribution. For EXTF Futures contracts whose underlyings are traded in the electronic system of FWB, this applies including the relevant imputable tax amount.

2.5.4 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 2.5.1) according to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take measures in accordance with Chapter V Part 2 Number 2.2; the contractual penalty regulations shall also apply accordingly.

2.5.5 Corporate Actions

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Part 2 Number 2.3 apply *mutatis mutandis*.

2.6 Clearing of Volatility Index Futures contracts

The following provisions shall apply to the Clearing of Volatility Index Futures contract transactions specified in Number 1.5 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.6.1 Payment Procedures

All payments shall be made on the Business Day (Number 1.5.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) following the final settlement day. All Clearing Members must ensure their ability to effect payments on the due date thereof through sufficient credit balances in the RTGS Account or the euroSIC Account; for VSMI® contracts, respective credit balances shall be ensured on the SIC Account or the RTGS Account.

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2.6.2 Final Settlement Price

The final settlement price of the Volatility Index Futures Contract shall be determined by Eurex Clearing AG on the final settlement day (Number 1.5.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) of a contract.

For VSTOXX® Futures contracts (product ID: FVS), the average value of all index calculations of the VSTOXX® between 11:30 and 12:00 CET on the last trading day applies.

In case of extraordinary circumstances, especially if the trading is interrupted due to technical problems or if a price determination for one or more securities or book-entry securities is not possible for other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure.

2.6.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the preceding Business Day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.7 Clearing of Futures Contracts on Shares

The following provisions shall apply to the Clearing of futures contracts transactions in shares specified in Number 1.6 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland. Certificates representing shares (Depositary Receipts) shall be handled as shares.

2.7.1 Delivery and Payment Procedures

- (1) In case of Single Stock Futures Contracts to be fulfilled in cash (Number 1.6.2 Paragraph 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), all payments shall be made on the Business Day following the final settlement day (Number 1.6.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland).

All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

- (2) In case of Single Stock Futures Contracts to be fulfilled by physical delivery (Number 1.6.2 Paragraph 2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), physical deliveries and payments are

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made directly between the Clearing Members and Eurex Clearing AG on the second Business Day after the last trading day (Number 1.6.2 Paragraph 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland).

The physical deliveries are made via a Settlement Location and the payment is made via the account defined by the respective Settlement Location.

All Clearing Members shall ensure their ability to deliver and pay by having adequate positions in the deposit of the respective Settlement Location and credit on the according cash accounts.

- (3) If the second Business Day as referenced in Paragraph 2 is a Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to the security to be delivered, a corporate action pursuant to Chapter V Part 2 Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays, all physical deliveries and payments as well as all assignments and payments respectively shall be performed on the day following such Business Day.

2.7.2 Final Settlement Price

- (1) The final settlement price of the Futures contracts will be determined by Eurex Clearing AG (Number 1.6.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) at the final settlement day of a contract. The official final settlement price of the share on the cash market determined in the following is relevant for determination of the final settlement price. If the official final settlement price of the share on the cash market is determined in a currency other than the currency in which the Futures contract is denominated (product currency), Eurex Clearing AG may convert such price into the product currency based on the reference price indicated in the following table (if any) or such other reference price Eurex Clearing AG deems appropriate (if any). Regarding Futures Contracts with assigned group ID BR01, CA01, CA02, US01 or US02 (Annex A of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), the final settlement price is determined on the basis of the opening price of the relevant cash market.
- (2) The reference for determination of the final settlement price is the closing price of the respective underlying security in the respective electronic trading system (Number 2.7.2 Paragraph (1)). If no closing price in the underlying security is effected, the volume-weighted average of the last three “paid” prices (*Bezahlte Preise*) of the respective underlying security effected in the electronic trading system of the respective Stock Exchange shall be authoritative.
- (3) If three prices in the underlying security are not effected in the electronic trading system of the respective reference market or if the price does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

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Group ID of the Futures contract according to Annex A to the Eurex Contract Specifications	Relevant Cash Market	ID of the Cash Market
AT01	Electronic Trading System of the Wiener Börse	XVIE
BE01	Electronic Trading System of the NYSE Euronext Brussels	XBRU
BR01, CA01, US01	Floor Trading of the NYSE Euronext New York	XNYS
CA02	Floor Trading of the NYSE Euronext Amex	XASE
CH01	Electronic Trading System of SIX Swiss Exchange AG	XSWX, XVTX
DE01	Electronic Trading System of the Frankfurter Wertpapierbörse	XETR
ES01, ES02	Electronic Trading System of the Bolsa de Madrid	XMAD
FI01	Electronic Trading System of the OMX Helsinki Stock Exchange	XHEL
FR01	Electronic Trading System of the NYSE Euronext Paris	XPAR
GB01, RU01	Electronic Trading System of the London Stock Exchange	XLON
IE01	Electronic Trading System of the Irish Stock Exchange	XDUB
IT01	Electronic Trading System of the Borsa Italiana	XMIL
NL01	Electronic Trading System of the NYSE Euronext Amsterdam	XAMS

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Group ID of the Futures contract according to Annex A to the Eurex Contract Specifications	Relevant Cash Market	ID of the Cash Market
NO01	Electronic Trading System of the Oslo Stock Exchange ¹	XOSL
PL01	Electronic Trading System of the Warsaw Stock Exchange ²	XWAR
PT01	Electronic Trading System of the NYSE Euronext Lissabon	XLIS
SE01	Electronic Trading System of the OMX Stockholm Stock Exchange ³	XSSE
US02	Electronic Trading System of the NASDAQ	XNAS

2.7.3 Fulfilment, Delivery

- (1) In case of Single Stock Futures Contracts to be fulfilled by cash settlement (Number 1.6.2 Paragraph 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), open positions from the last trading day of a futures contract shall be balanced on the Business Day following the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the Business Day preceding the last trading. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.
- (2) In case of Single Stock Futures Contracts to be fulfilled by physical delivery (Number 1.6.2 Paragraph 2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland), fulfilment can only take place by delivery of the underlying share. Consequently, there is an obligation to take delivery

¹ The prices determined in Norwegian kronas are converted into Euros on basis of the reference price determined by the European Central Bank on a daily basis.

² The prices determined in Polish Zloty are converted into Euros on basis of the reference price determined by the European Central Bank on a daily basis.

³ The prices determined in Swedish kronas are converted into Euros on basis of the reference price determined by the European Central Bank on a daily basis.

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incumbent upon the owner of a long position of the respective Single Stock Futures Contract.

2.7.4 Failure to Deliver

In the event that a Clearing Member fails to deliver any securities to be delivered on the delivery day (as per Number 2.7.1) according to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take measures in accordance with the provisions according to Chapter V Part 2 Number 2.2 the contractual penalty regulations shall also apply accordingly.

2.7.5 Corporate Actions

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Part 2 Number 2.3 apply *mutatis mutandis*.

2.8 Clearing of LDX IRS Constant Maturity Futures

The following provisions shall apply to the Clearing of LDX IRS Constant Maturity Futures contract transactions specified in Number 1.21 of the Eurex Contract Specifications (such Futures contract transactions hereinafter referred to as “**CMFs**” (Constant Maturity Futures)).

2.8.1 Subject Matter of the Contract, Constant Maturity

- (1) CMFs continuously maintain their maturity (“**Constant Maturity**”) and do not expire, unless they are terminated by Eurex Clearing AG either according to Number 2.8.6 as a result of a CMF market integrity process (“**CMF MIP**”), or according to Number 2.8.7 as a result of the CMF default management process (“**CMF DMP**”), or according to Number 2.8.5 if such CMFs shall for any reason no longer be admitted for trading at the Eurex Exchange.
- (2) In order to reflect the constant maturity of CMFs, Eurex Clearing AG performs a specific calibration process (“**Maturity Calibration**”). Such Maturity Calibration comprises a rebooking of all CMFs by using daily settlement prices according to Number 2.8.2 and maturity calibrated prices according to Number 2.8.3. The constant maturity results from the automatic close out of all existing CMFs at the settlement price and the re-opening thereof at the associated maturity calibrated price. The trades required for such Maturity Calibration are processed at the beginning of the next Business Day.
- (3) Due to the Constant Maturity feature of the CMFs there will be no final settlement price.

2.8.2 Daily Settlement Price

The daily settlement price is determined by Eurex Clearing AG each Business Day. It represents the present value of the CMF for a given tenor n that is determined as the

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CMF notional for the tenor n multiplied by the sum of one and the daily settlement index rate for the tenor n multiplied by the sum of all settlement discount factors associated with tenor n and all tenors smaller than n.

$$PV_{\text{settle}}^{(n)} = NV^{(n)} \cdot \left(1 + r_{\text{settle GDI IRS CMI}}^{(n)} \cdot \sum_{i=1}^n df_{\text{settle}}^{(i)} \right)$$

n = the respective tenor of the Global Derivatives Indices Interest Rate Swap Constant Maturity Index (“**GDI IRS CMI**”) as specified in Number 1.21 of the Eurex Contract Specifications;

$NV^{(n)}$ = the notional value of the CMF with tenor n determined in Number 1.21 of the Eurex Contract Specifications;

$r_{\text{settle GDI IRSIA CMI}}^{(n)}$ = the daily settlement index rate of the GDI IRS CMI for the tenor n published by Global Derivatives Indices Ltd (“**GDI**”);

$df_{\text{settle}}^{(i)}$ = the settlement discount factor of the associated tenor i to the payment published by GDI.

In case the determination of the daily settlement price according to aforementioned regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the settlement price at its equitable discretion.

2.8.3 Maturity Calibrated Price

The maturity calibrated price of a CMF is determined by Eurex Clearing AG at the end of each Business Day. It represents the present value of the CMF for a given tenor n that is determined as the CMF notional for the tenor n multiplied by the sum of one and the daily maturity calibration index rate for the tenor n multiplied by the sum of all maturity calibrated discount factors associated with such tenor n and all tenors smaller than n.

$$PV_{\text{MC}}^{(n)} = NV^{(n)} \cdot \left(1 + r_{\text{MC GDI IRS CMI}}^{(n)} \cdot \sum_{i=1}^n df_{\text{MC}}^{(i)} \right)$$

n = the respective tenor of the GDI IRS CMI as specified in Number 1.21 of the Eurex Contract Specifications;

$NV^{(n)}$ = the notional value of the CMF with tenor n determined in Number 1.21 of the Eurex Contract Specifications;

$r_{\text{MC GDI IRSIA CMI}}^{(n)}$ = the daily maturity calibration index rate of the GDI IRS CMI for the tenor n published by GDI; $df_{\text{MC}}^{(i)}$ = the maturity calibrated discount factor of the associated tenor i to the payment published by GDI.

In case the determination of the maturity calibrated price according to aforementioned regulations is not possible or if the price so determined does not reflect the true market

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conditions, Eurex Clearing AG may determine the maturity calibrated price at its equitable discretion.

2.8.4 Margin Requirements

- (1) The applicable Margin Type shall be the Initial Margin in accordance with the Eurex Clearing Prisma methodology.
- (2) The Variation Margin for CMFs shall reflect the Maturity Calibration. Its calculation therefore reflects the position opening conducted at the maturity calibrated price at the beginning of each Business Day.

2.8.5 Termination of CMFs by Eurex Clearing AG in case CMFs will no longer be admitted for trading at the Eurex Exchange

Eurex Clearing AG may terminate both CMFs entered into between itself and a Clearing Member and the related CMFs with identical terms entered into between such Clearing Member and ~~a Non-Clearing Member/Registered Customer (Clearing Member, Non-Clearing Member and Registered Customer which are parties to CMFs are hereinafter referred to as "CMF Participants")~~ an ICM Client under the ICM-ECD Provisions by giving notice to such Clearing Member specifying the day and time on which the termination shall be effective, if the relevant CMFs shall for any reason no longer be admitted for trading at the Eurex Exchange. ~~Non-Clearing Member and Registered Customer~~ An ICM Client under the ICM-ECD Provisions irrevocably ~~authorise their~~ authorises its Clearing Member to receive such termination ~~notices~~ (Empfangsvollmacht)notice (Empfangsvollmacht) on its behalf. Upon such termination, all CMFs entered into between Eurex Clearing AG and the respective Clearing Member shall be settled in cash. The Executive Board of Eurex Clearing AG shall determine the daily settlement price within its reasonable discretion.

2.8.6 Termination of CMFs by Eurex Clearing AG upon Request of a CMF Participant

- (1) A Clearing Member may request from Eurex Clearing AG that Eurex Clearing AG terminates its CMFs according to the CMF MIP as described in this Number 2.8.6, and a ~~Non-Clearing Member/Registered Customer~~ DC Market Participant, a DC With System Access and an Indirect Client Market Participant (such Clearing Member, DC Market Participant, DC With System Access and Indirect Client Market Participant which are parties to CMFs are hereinafter referred to as "CMF Participants") may request from Eurex Clearing AG that Eurex Clearing AG terminates its CMFs entered into with its Clearing Member and the CMFs with identical terms entered into between such Clearing Member and Eurex Clearing AG (such requests hereinafter each referred to as a "**CMF MIP Request**"), provided that the market for CMFs on both the orderbook of the Eurex Exchange ("**Eurex Orderbook**") and the **LDX Matching Platform** do not provide for any or sufficient liquidity to close their CMF positions in whole or in part.
- (2) A termination of CMFs for which such termination was requested for according to this Number 2.8.6 will always also result in the termination of CMFs between

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different parties with reciprocal terms to the CMFs the termination was requested for (both between Eurex Clearing AG and Clearing Members and between Clearing Members and the ~~Non-Clearing Members/Registered Customers~~ [ICM Client under the ICM-ECD Provisions](#), if any). A CMF MIP may affect every CMF Participant (not only Clearing Members).

(3) Adequate Attempts to Close CMFs

A CMF MIP Request will only be considered if the requesting CMF Participant has undertaken adequate attempts to close the respective CMFs before filing a CMF MIP Request:

- a) The CMF Participants must place orders for CMFs with reciprocal terms to those it wishes to close on both the Eurex Orderbook and the LDX Matching Platform, of which at least 25 per cent must be placed on the LDX Matching Platform at any time. Such orders must be
 - (i) unmatched for three consecutive Business Days prior to the Business Day the CMF MIP Request is filed;
 - (ii) unmatched for at least eight hours on each Business Day referred to in Number 2.8.6 Paragraph (3) a) (i);
 - (iii) at a rate lower than the GDI IRS CMI by at least one tick (as specified in the LDX IRS CMF Product Specifications, available on the websites of LDX Group (www.londondx.com)) for closing long positions or at a rate higher than the GDI IRS CMI by at least one tick for closing short positions in case orders are entered on the LDX Matching Platform, or, if such orders are entered on the Eurex Orderbook, at a rate lower than the GDI IRS CMI by at least one thousand ticks (as specified in the Eurex Contract Specifications) for closing long positions or at a price higher than the GDI IRS CMI by at least one thousand ticks for closing short positions;
 - (iv) eligible to close all of the CMFs of the respective tenor (as specified in the Eurex Contract Specifications) of the CMF Participant if the total number of such CMFs is below 1,000 or 1,000, or, if it is above 1,000 CMFs, at least 1,000 CMFs of such tenor; and
- b) the CMF Participant must request for quotes on both the Eurex Exchange and the LDX Matching Platform in order to close the CMFs they wish to close. Such request for quotes must
 - (i) take place at least once per day for at least three consecutive Business Days;
 - (ii) be eligible to close all of the CMFs of the respective tenor of the CMF Participant if the total number of such CMFs is below 1,000 or 1,000, or, if it is above 1,000 CMFs, at least 1,000 CMFs of such tenor.

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As the GDI IRS CMI may be subject to changes over the course of a Business Day, CMF Participants are permitted to cancel open CMF orders and re-submit new CMF without undue delay, and, when doing so, are deemed to fulfil the requirements of Number 2.8.6 Paragraph (3) a) regarding time, provided that the total time such orders are open meets such requirements.

(4) CMF MIP Request

If adequate attempts to close CMFs as specified in Number 2.8.6 Paragraph (3) did not result in the close of more than 5 per cent of the CMFs the orders and quotes specified in Number 2.8.6 Paragraph (3) a) and b) were related to, the CMF Participant may file a CMF MIP Request via email using the CMF MIP Request form available on the website of Eurex Clearing AG (www.eurexclearing.com). Such CMF MIP Request will only be considered if the requesting CMF Participant provides Eurex Clearing AG with the following information in such form:

- a) identity of the CMF Participant filing the CMF MIP Request;
- b) identity of its Clearing Member, if any;
- c) the number and details of CMFs that the CMF Participant filing the CMF MIP Request wishes to terminate.

(5) First CMF MIP Assessment

Eurex Clearing AG will assess whether all requirements of Number 2.8.6 Paragraph (3) and (4) are fulfilled ("**First CMF MIP Assessment**"). If Eurex Clearing AG receives a CMF MIP Request prior to 2:00 pm CET on a Business Day, such assessment will be completed on or before 6:00 pm CET that Business Day. If Eurex Clearing AG receives the CMF MIP Request after 2:00 pm CET on a Business Day, such assessment will be completed by 12:00 pm CET on the following Business Day. Upon completion of the CMF MIP Assessment, Eurex Clearing AG will notify the applicant CMF Participant and, if applicable, his Clearing Member, by email of the result of such assessment. If Eurex Clearing AG comes to the conclusion that one of the requirements of Number 2.8.6 Paragraph (3) and (4) has not been fulfilled, it will provide reasons for its decision.

(6) First CMF MIP Announcement

If Eurex Clearing AG finds that all requirements of Number 2.8.6 Paragraph (3) and (4) are fulfilled, it will publically announce on its website (www.eurexclearing.com) that a CMF MIP Request has been filed and determine the point in time the CMF MIP is scheduled to take place ("**First CMF MIP Announcement**") on the Business Day following the day of the CMF MIP Assessment at the latest. The CMF MIP shall take place on the fifth Business Day after the Business Day of the First CMF MIP Announcement. However, Eurex Clearing AG may at its sole discretion schedule a later point in time, if it deems it necessary to do so. In such First CMF MIP Announcement Eurex Clearing AG will disclose the CMFs which are subject to the

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CMF MIP but neither the affected buy side or sell side nor the identity of the CMF Participant which has filed the CMF MIP Request.

(7) Obligations of CMF Participants filing a CMF MIP Request

a) Beginning with the earlier of

- (i) two hours following the First CMF MIP Announcement or
- (ii) the end of the Business Day on which the First CMF MIP Announcement took place

and until the end of the Business Day prior to the Business Day on which the CMF MIP is scheduled to take place, the CMF Participant which has filed the CMF MIP Request is obliged to fulfil the requirements of Number 2.8.6 Paragraph (3) which applies *mutatis mutandis*.

- b) Such CMF Participant further has to confirm vis-à-vis Eurex Clearing AG via email using the CMF MIP Request form available on the website of Eurex Clearing AG (www.eurexclearing.com) that it wishes to proceed with the CMF MIP and the number of CMFs that it wishes to terminate by the CMF MIP (limited by the number stated in the CMF MIP Request and taking into account the CMFs which have been closed by means of previous inverse transactions by the latest on 07:00 pm CET on the Business Day prior to the Business Day on which the CMF MIP is scheduled. Failure to make such confirmation in time will result in the rejection of the CMF MIP Request. A rejected CMF MIP Request may not be resumed by a CMF Participant.

(8) Second CMF MIP Assessment

As soon as and only if the CMF Participant which has filed the CMF MIP Request has made the confirmation referred to in Number 2.8.6 Paragraph (7) b), Eurex Clearing AG will assess whether such CMF Participant has fulfilled all requirements of Number 2.8.6 Paragraph (7) a) ("**Second CMF MIP Assessment**"). Eurex Clearing AG will notify the CMF Participant and, if applicable, its Clearing Member, by email of the result thereof.

(9) Second CMF MIP Announcement

- a) If the requirements of Number 2.8.6 Paragraph (7) have not been fulfilled, Eurex Clearing will announce this on its website (www.eurexclearing.com). Upon such announcement, the CMF MIP Request will be rejected.
- b) If the requirements of Number 2.8.6 Paragraph (7) have been fulfilled, Eurex Clearing will announce on its website (www.eurexclearing.com) the number of CMFs and the respective side of such CMF (buy side/sell side) that will be subject to termination due to the CMF MIP.

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Such announcements will normally be made no later than 09:00 pm CET on the Business Day prior to the Business Day on which the CMF MIP is scheduled. Eurex Clearing AG reserves the right to choose a later point in time for such announcements if it deems it necessary to do so due to technical reasons.

(10) Notification to the CMF Participants affected by the CMF MIP

Eurex Clearing AG will notify the CMF Participants (and their Clearing Members, if any) whose CMFs are subject to terminations due to the CMF MIP of the amount of CMFs that will be terminated by means of the CMF MIP via email within 30 minutes after the commencement of trading at the Eurex Exchange on the Business Day on which the CMF MIP is scheduled. The CMF MIP will subsequently be executed on this Business Day based on the CMF positions as of the end of trading at the Eurex Exchange on the previous Business Day.

(11) Attribution rules

CMFs that will be terminated as a result of the CMF MIP will be identified according to the attribution rules pursuant to Number 2.8.7 Paragraph (4) c) which apply *mutatis mutandis*.

(12) Withdrawal of a CMF MIP Request

CMF Participant which has filed the CMF MIP Request may withdraw such request for any reason at any time, provided that it has not provided the confirmation referred to in Number 2.8.6 Paragraph (7) b). Following the submission of such confirmation, a withdrawal of the CMF MIP Request is not possible.

2.8.7 CMF Default Management Process

- (1) In deviation from the Default Management Process described in Chapter I Part 1 Number 7.5, the following CMF DMP shall apply with respect to CMFs in case of a Termination pursuant to Chapter I Part 1 Number 7 with respect to a Clearing Member. Any reference in the General Clearing Provisions, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions and the ~~ICM for Specified Clients-ISA~~ Provisions to Chapter I Part 1 Number 7.5 shall be construed as a reference to this Number 2.8.7, taking into account the calculation of the daily settlement prices according to Number 2.8.2, the maturity calibrated prices according to Number 2.8.3 and the margin requirements according to Number 2.8.4.
- (2) The CMF DMP consists of two periods, the trading period ("**CMF DMP Trading Period**") and, if required, the attribution period ("**CMF DMP Attribution Period**"). During the CMF DMP Trading Period CMF Participants may choose to trade in CMFs. During the CMF DMP Attribution Period, CMFs entered into between Eurex Clearing AG and Clearing Members other than the defaulting Clearing Member with reciprocal terms to those entered into between Eurex Clearing AG and the defaulting Clearing Member may be subject to a termination according to the attribution rules specified in Paragraph (4) c). The same applies to CMFs between Clearing

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Members and ~~Non-Clearing Members/Registered Customers~~ [ICM Clients under the ICM-ECD Provisions](#) with identical terms.

(3) CMF DMP Trading Period

a) CMF DMP Trading Notification

Upon the occurrence of a Termination pursuant to Chapter I Part 1 Number 7 with respect to a Clearing Member, Eurex Clearing AG

- (i) notifies all CMF Participants of the CMF DMP;
- (ii) provides them (except for the defaulting Clearing Member) with a position report of all CMFs of the defaulting Clearing Member vis-à-vis Eurex Clearing AG;
- (iii) provides them with customized information regarding the amount of CMFs they entered into with Eurex Clearing AG/their Clearing Member which will be terminated based on the attribution rules according to Number 2.8.7 Paragraph (4) c), if no CMFs with identical terms to those of the defaulting Clearing Member vis-à-vis Eurex Clearing AG (which were subject to a Termination according to Chapter 4, Part I Number 7) are entered into during the CMF DMP Trading Period; and
- (iv) determines the end of the CMF DMP Trading Period at its reasonable discretion ("**CMF DMP Trading Notification**").

b) Volunteer Participants

Based on such CMF DMP Trading Notification, all CMF Participants other than the defaulting Clearing Member may propose to enter into CMFs with identical terms to those of the defaulting Clearing Member vis-à-vis Eurex Clearing AG (which were subject to a Termination according to Chapter I, Part 1 Number 7) during the CMF DMP Trading Period by giving notice to Eurex Clearing AG via email ("**CMF Proposals**") (CMF Participants providing such CMF Proposals to Eurex Clearing AG are hereinafter referred to as "**Volunteer CMF Participants**"). It is possible that not all CMF Proposals will result in binding transactions (both between Eurex Clearing AG and a Clearing Member and between such Clearing Member and ~~a Non-Clearing Member/Registered Customer~~ [an ICM Client under the ICM-ECD Provisions](#), if any). Following the receipt of CMF Proposals Eurex Clearing AG will notify Volunteer CMF Participants of the amount and tenor (as specified in the Eurex Contract Specifications) of the CMFs to be possibly entered into by them. The Volunteer CMF Participant subsequently confirms vis-à-vis Eurex Clearing AG via email the amount and tenor of CMFs they would like to enter into, either as ~~a Non-Clearing Member/Registered Customer~~ [an ICM Client under the ICM-ECD Provisions](#) with their Clearing Member which results in a CMF with identical terms between such Clearing Member and Eurex Clearing AG, or as a Clearing

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Member with Eurex Clearing AG. Upon receipt of such confirmation by Eurex Clearing AG, the respective CMFs shall be binding.

(4) CMF DMP Attribution Period and CMF DMP Attribution Rules

- a) Following the end of the CMF DMP Trading Period as notified by Eurex Clearing AG pursuant to Number 2.8.7 Paragraph (3) b) Eurex Clearing AG provides all CMF Participants whose CMFs will in whole or part be subject to a termination pursuant to the CMF DMP Attribution Rules specified in Number 2.8.7 Paragraph 4) c) with a position report including all CMFs of the defaulting Clearing Member vis-à-vis Eurex Clearing AG to which no CMFs with identical terms resulting from the CMF DMP Trading Period relate to (“**Open CMFs**”).
- b) Such Open CMFs will be attributed to CMF Participants which have entered into CMFs with reciprocal terms with either their Clearing Member or Eurex Clearing AG according to the following attribution rules and based on the positions of CMF Participants at the end of the CMF DMP Trading Period as specified by Eurex Clearing according to Number 2.8.7 Paragraph (3) a) (iv). The result of such attribution is the termination of CMFs entered into between Eurex Clearing AG and a Clearing Member (and the related CMFs with identical terms between such Clearing Member and ~~a Non-Clearing Member/Registered Customer~~[an ICM Client under the ICM-ECD Provisions](#)) with reciprocal terms to the attributed CMFs between the defaulting Clearing Member and Eurex Clearing AG (which have been terminated before due to a Termination according to Chapter I Part 1 Number 7), each with effect from the point in time of the Termination of the CMFs between Eurex Clearing AG and the defaulting Clearing Member. CMFs between Eurex Clearing AG and Clearing-Members which have been terminated due to the CMF DMP according to Number 2.8.6 will be cash settled.
- c) CMF DMP Attribution Rules

Open CMFs will be attributed in the following order:

(i) CMF Liquidity Provider Attribution

Eurex Clearing AG will attribute Open CMFs to CMF Participants which qualify as liquidity providers on the LDX Matching Platform (“**CMF Liquidity Providers**”), if any, as long as Open CMFs are available. Upon such attribution and notification thereof to the respective CMF Liquidity Provider by Eurex Clearing AG, the CMFs entered into between such CMF Liquidity Providers and Eurex Clearing AG which have reciprocal terms to those CMFs entered into between Eurex Clearing AG and the defaulting Clearing Member, are terminated. A pro rata method applies and calculates the weighted attribution ratio as: Available CMFs per account/total available CMFs of all accounts of the different CMF Liquidity Providers. According to this weighted ratio the amounts to be attributed per

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account are calculated (round down). If after this calculation due to rounding errors there is still a residual amount left, such residual amount will be attributed randomly amongst the CMF Liquidity Providers.

- (ii) Attribution to CMF Participants holding CMFs on their own account (excluding ported positions)

The Open CMFs which could not be attributed according to Number 2.8.7 Paragraph (4) c) (i) will be attributed to CMF Participants which hold CMFs on their own account, provided that such CMFs are not subject to porting. The procedure set out in Number 2.8.7 Paragraph (4) c) (i) applies *mutatis mutandis*.

- (iii) Attribution to CMF Participants holding CMFs related to third parties (excluding ported positions)

The Open CMFs which could not be attributed according to Number 2.8.7 Paragraph (4) c) (ii) will be attributed to CMF Participants which hold CMFs on the account of third parties, provided that such CMFs (i) are not subject to porting. The procedure set out in Number 2.8.7 Paragraph (4) c) (i) applies *mutatis mutandis*.

- (iv) Attribution to CMF Participants whose CMFs are subject to porting

The Open CMFs which could not be attributed according to Number 2.8.7 Paragraph (4) c) (iii) will be attributed to CMF Participants whose CMFs are subject to porting. The procedure set out in Number 2.8.7 Paragraph (4) c) (i) applies *mutatis mutandis*.

- d) Cancellation of CMF MIPs

During the CMF DMP any CMF MIP will be cancelled.

2.8.8 Transaction Transfers and Position Transfers

If a transfer of a CMF fulfils the requirements outlined in Part 1 Number 1.3.3 and is carried out on one of the two Business Days following the Business Day on which the respective CMF was entered into, the Variation Margin for such CMF shall not reflect the Maturity Calibration which is taking place on one of the two Business Days following the Business Day on which the respective CMF was entered into.

- (1) In case the transfer of a CMF is carried out on the first Business Day following the Business Day on which the respective CMF was entered into, such difference in Variation Margin between the daily settlement price of the Business Day on which the respective CMF was entered into and the maturity calibrated price of the following Business Day shall not be transferred to the accepting Clearing Member.
- (2) In case the transfer of CMFs is carried out on the second Business Day following the Business Day on which the respective CMF was entered into, such difference in

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Variation Margin between the daily settlement price of the Business Day on which the respective CMF was entered into and the maturity calibrated price of the second following Business Day plus the difference in Variation Margin between the daily settlement price of the following Business Day and the maturity calibrated price of the second following Business Day shall not be transferred to the accepting Clearing Member.

In cases of Number 2.8.8 Paragraphs (1) and (2) Clearing Members involved in such transfer shall settle any differences in Variation Margin bilaterally.

2.8.9 Additional Customer Accounts

[The opening and maintenance of Additional Customer Accounts or Indirect Client Account as mentioned in Part 1 Section ~~4.3.6~~ 1.3.1 \(b\) and 1.3.1.\(c\)](#) shall not apply for CMFs.

2.9 Clearing of Index Dividend Futures Contracts

The following provisions shall apply to the Clearing of Index Dividend Futures contract transactions specified in Number 1.8 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.9.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.8.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the RTGS Account or in the euroSIC Account.

2.9.2 Final Settlement Price

The final settlement price of the index dividend Futures contracts will be determined by Eurex Clearing AG (pursuant to Number 1.8.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) at the final settlement day of a contract.

- (1) With respect to the EURO STOXX 50® Index Dividend Futures contracts, the EURO STOXX® Select Dividend 30 Index Dividend Futures contracts, the EURO STOXX® Sector Index Dividend Futures contracts and the STOXX® Europe 600 Sector Index Dividend Futures contracts, the value of all dividend payments calculated in index points by STOXX Limited during the term of the Index Dividend Futures contract shall be relevant.

STOXX Limited shall thereby determine according to its rules which dividends will be included in the calculation. Furthermore, it shall determine the amount of the dividend to be considered, the time of consideration of the dividend payment and the conversion of the dividend in index points.

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In case of extraordinary circumstances, especially if no data of STOXX Limited are available due to technical problems, or if a determination of the final settlement price for the EURO STOXX 50® or the EURO STOXX® Select Dividend 30 by STOXX Limited is not possible due to other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure. Such procedure shall as far as possible correspond to the procedure of STOXX Limited.

- (2) With respect to the DAX® Kursindex (Price Index) Index Dividend Futures and the DivDAX® Index Dividend Futures contracts, the value of all dividend payments calculated in index points by Deutsche Börse AG during the term of the Index Dividend Futures contract shall be relevant.

Deutsche Börse AG shall thereby determine according to its rules which dividends will be included in the calculation. Furthermore, it shall determine the amount of the dividend to be considered, the time of consideration of the dividend payment and the conversion of the dividend in index points.

In case of extraordinary circumstances, especially if no data of Deutsche Börse AG are available due to technical problems, or if a determination of the final settlement price for the DAX® Kursindex (Price Index) or the DivDAX® by Deutsche Börse AG is not possible due to other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure. Such procedure shall as far as possible correspond to the procedure of Deutsche Börse AG.

- (3) With respect to the SMI® Index Dividend Futures contracts, the value of all dividend payments calculated in index points by SIX Swiss Exchange during the term of the Index Dividend Futures contract shall be relevant.

SIX Swiss Exchange shall thereby determine according to its rules which dividends will be included in the calculation. Furthermore, it shall determine the amount of the dividend to be considered, the time of consideration of the dividend payment and the conversion of the dividend in index points.

In case of extraordinary circumstances, especially if no data of SIX Swiss Exchange are available due to technical problems, or if a determination of the final settlement price for the SMI® Dividend Points by SWX Swiss Exchange is not possible due to other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure. Such procedure shall as far as possible correspond to the procedure of SIX Swiss Exchange.

2.9.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the preceding Business Day. For positions opened on

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the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.10 Clearing of Property Index Futures Contracts

The following provisions shall apply to the Clearing of Property Index Futures contract transactions specified in Number 1.9 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.10.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.9.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members shall ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

2.10.2 Final Settlement Price

The final settlement price of the Property Index Futures contracts will be determined by Eurex Clearing AG on the final settlement day of a contract (Number 1.9.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland).

The final settlement price of a Property Index Futures contract shall be determined under inclusion of the index values respectively published by the index provider as at the final settlement day.

In case Eurex Clearing AG does not possess index data underlying a Property Index Futures contract or if, due to other reasons, the final settlement price on the basis of the relevant index cannot be determined, Eurex Clearing AG may determine the final settlement price by means of another procedure. The value of a similar index may be used therefore. When choosing an alternative procedure, Eurex Clearing AG shall, as far as possible, take into account the similarity to the original index.

For IPD® UK Quarterly Shopping Centre Index Futures Calendar Year Returns, IPD® UK Quarterly Retail Warehouse Index Futures Calendar Year Returns, IPD® UK Quarterly City Office Index Futures Calendar Year Returns, IPD® UK Quarterly Westend & Midtown Office Index Futures Calendar Year Returns IPD® UK Quarterly South Eastern Industrial Index Futures Calendar Year Returns IPD® UK Quarterly All Property Calendar Year Total Returns, IPD® UK Quarterly All Retail Calendar Year Total Returns, IPD® UK Quarterly All Office Calendar Year Total Returns and IPD® UK Quarterly All Industrial Calendar Year Total Returns Contracts, the final settlement price shall be determined in percent; the decimal places shall commercially be rounded to the next possible interval of 0.005, or 0.01, or multiples thereof.

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The final settlement price shall reflect a nominal value of 100 plus the compound Quarterly Total Returns in a calendar period or minus a loss during the calculation period of one calendar year. For this computation the latest relevant four Quarterly Total Returns in a calendar period as published by IPD, that are valid on the Final Settlement Day are used.

The formula is as follows:

$$\text{Final Settlement Price} = 100 * [\text{TRI}_{tQ} / \text{TRI}_{(tQ-4)}]$$

TRI_{tQ} Total Returns Quarterly Index Value at the end of the fourth quarter of a calendar period valid on the Final Settlement Day.

$\text{TRI}_{(tQ-4)}$ Total Returns Index Value at the beginning of the first quarter of a calendar period valid on the Final Settlement Day.

2.10.3 Performance, Delivery

Open positions from the last trading day shall be balanced by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. The booking amount shall be calculated on the final settlement day (Number 1.9.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). Such payment shall equal the difference between the final settlement price of such contract and its daily settlement price of the previous Business Day, provided that the positions have already existed on the previous day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price. The cash settlement pursuant to Sentence 1 shall then take place on the performance date; this shall be the Business Day following the final settlement day.

2.11 Clearing of Commodity Index Futures Contracts

The following provisions shall apply to the Clearing of Commodity Index Futures contract transactions specified in Number 1.10 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.11.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.10.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

2.11.2 Final Settlement Price

The final settlement price of Commodity Index Futures contracts shall be determined by Eurex Clearing AG at the latest on the final settlement day (Number 1.10.4 of the

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Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) of a contract.

- (1) The closing index value calculated by the index provider (Bloomberg) on the last trading day will be used as final settlement price. The closing index value shall be determined on the basis of the individual daily settlement prices of the commodity futures combined in the index.
- (2) If, as a result of a price determination not taking place due to a trading suspension regarding one or more components of the index, due to a holiday or due to other reasons, the determination of the final settlement price pursuant to Paragraph 1 does not take place, the next possible settlement price on one of the trading days before the final settlement day shall be taken as basis for these components.
- (3) In case of extraordinary circumstances, in particular, if, due to technical problems, trading is suspended or if, due to other reasons, a price determination in one or more components of the index does not take place, Eurex Clearing AG may determine the final settlement price in another procedure.
- (4) If the determination of the final settlement price according to Paragraph 1 and 2 cannot be made until the final settlement day, the calculation shall be made to the earliest possible point in time after the final settlement day. Subsequently, the final settlement price shall be adjusted accordingly. Any resulting obligations to pay shall be fulfilled by way of settlement payments.

2.11.3 Fulfilment, Delivery

Open positions of the last trading day of a contract shall be settled on the final settlement day by a remaining amount which shall be credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. The booking amount shall be calculated on the basis of the difference between the final settlement price of a contract and its daily settlement price of the preceding Business Day. For positions opened on the last trading day, the booking amount shall be calculated on the basis of the difference between the final settlement price and the trading price.

2.12 Clearing of FX Rolling Spot Futures

The following provisions shall apply to the Clearing of FX Rolling Spot Futures contract transactions specified in Number 1.24 of the Eurex Contract Specifications.

2.12.1 Subject Matter of the Contract

- (1) An FX Rolling Spot Futures Contract is a perpetual futures contract without final maturity date on the purchase of units of a specific base currency against payment of units of a specific quote currency (Number 1.24.1 Paragraph 1 of the Eurex Contract Specifications). Due to the perpetual nature of the FX Rolling Spot Futures Contracts, these contracts do not expire unless they are terminated by Eurex Clearing AG either according to Number 2.12.6 as a result of a market integrity process (“MIP”), or according to Number 2.12.7 as a result of the default

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management process (“**DMP**”), or according to Number 2.12.5 if such FX Rolling Spot Futures shall for any reason no longer be admitted for trading at the Eurex Exchange.

- (2) In order to reflect the perpetual nature of FX Rolling Spot Futures, Eurex Clearing AG performs a daily swap point adjustment (“**Swap Point Adjustment**”). Such Swap Point Adjustment comprises a rebooking of all FX Rolling Spot Futures Contracts by using daily settlement prices according to Number 2.12.2 and re-opening prices according to Number 2.12.3. The Swap Point Adjustment results from the automatic close out of all existing FX Rolling Spot Futures Contracts at the settlement price and the re-opening thereof from the associated re-opening price. The trades required for such Swap Point Adjustment are processed at 17:00 CET of the next Business Day. The daily Swap point adjustment will not be performed for currency pairs where the next working day is a settlement holiday for either currency in the pair, or for OTC pairs that cross through USD if it is a settlement holiday for either currency in the pair or a USD settlement holiday on the next working day.
- (3) Due to the perpetual nature of the FX Rolling Spot Futures there will be no final settlement price.

2.12.2 Daily Settlement Price

The daily settlement price for the FX Rolling Spot Futures shall be determined by the STOXX FX Rolling Spot Mid Rate calculated by Stoxx Ltd. and determined at the reference time (as defined in Number 2.1.2) on a daily basis.

In case the determination of the daily settlement price according to aforementioned regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the settlement price at its equitable discretion.

2.12.3 Re-Opening Price

The re-opening price of a FX Rolling Spot Future shall be determined by the STOXX FX Rolling Spot Tomorrow Next Open Rate calculated by Stoxx Ltd. and determined at the Reference Time (as defined in Number 2.1.2) on a daily basis.

In case the determination of the re-opening price according to aforementioned regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the re-opening price at its equitable discretion.

2.12.4 Margin Requirements

- (1) The applicable Margin Type shall be the Initial Margin in accordance with the Eurex Clearing Prisma methodology.
- (2) The Variation Margin for FX Rolling Spot Futures shall reflect the Swap Point Adjustment. Its calculation therefore reflects the position opening conducted at the re-opening price at 17:00 CET of each Business Day.

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2.12.5 Termination of FX Rolling Spot Futures by Eurex Clearing AG in case FX Rolling Spot Futures will no longer be admitted for trading at the Eurex Exchange

Eurex Clearing AG may terminate both FX Rolling Spot Futures Contracts entered into between itself and a Clearing Member and the related FX Rolling Spot Futures Contracts with identical terms entered into between such Clearing Member and ~~a Non-Clearing Member or Registered Customer (Clearing Member, Non-Clearing Member and Registered Customer which are parties to FX Rolling Spot Futures are hereinafter referred to as “FX Rolling Spot Participants”)~~ an ICM Client under the ICM-ECD Provisions by giving notice to such Clearing Member specifying the day and time on which the termination shall be effective, if the relevant FX Rolling Spot Futures Contract shall for any reason no longer be admitted for trading at the Eurex Exchange. ~~Non-Clearing Member and Registered Customer~~ An ICM Client under the ICM-ECD Provisions irrevocably ~~authorise their~~ authorises its Clearing Member to receive such termination ~~notices (Empfangsvollmacht)~~ notice (Empfangsvollmacht) on its behalf. Upon such termination, all FX Rolling Spot Futures Contract entered into between Eurex Clearing AG and the respective Clearing Member shall be settled in cash. The Executive Board of Eurex Clearing AG may in this case determine the daily settlement price within its reasonable discretion.

2.12.6 Termination of FX Rolling Spot Futures by Eurex Clearing AG upon Request of a FX Rolling Spot Participant

- (1) A Clearing Member may request from Eurex Clearing AG that Eurex Clearing AG terminates its FX Rolling Spot Futures Contracts according to the MIP as described in this Number 2.12.6, and a ~~Non-Clearing Member or Registered Customer~~ DC Market Participant, a DC With System Access and an Indirect Client Market Participant (such Clearing Members, DC Market Participant, DC With System Access and Indirect Client Market Participant which are parties to FX Rolling Spot Futures are hereinafter referred to as “FX Rolling Spot Participants”) may request from Eurex Clearing AG that Eurex Clearing AG terminates its FX Rolling Spot Futures Contracts entered into with its Clearing Member and the FX Rolling Spot Futures Contracts with identical terms entered into between such Clearing Member and Eurex Clearing AG (such requests hereinafter each referred to as a “**FX MIP Request**”), provided that the market for FX Rolling Spot Futures on the orderbook of the Eurex Exchange (“**Eurex Orderbook**”) do not provide for any or sufficient liquidity to close their FX Rolling Spot Futures positions in whole or in part.
- (2) An FX MIP Request is only considered by Eurex Clearing AG if the average daily trading volume of the last 30 Business Days in the FX Rolling Spot Future for which the MIP is requested is below 50 contracts and in case of the FX Rolling Spot Future for the currency pair EUR/USD, if the average daily trading volume is below 100 contracts.
- (3) A termination of FX Rolling Spot Futures Contracts for which such termination was requested for according to this Number 2.12.6 will always also result in the termination of FX Rolling Spot Futures Contracts between other FX Rolling Spot Participants and possibly Eurex Clearing AG regarding the FX Rolling Spot Futures

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Contracts with reciprocal terms to the contracts the termination was requested for (both between Eurex Clearing AG and Clearing Members and between Clearing Members and the ~~Non-Clearing Members/Registered Customers~~ [ICM Clients under the ICM-ECD Provisions](#), if any). A MIP may affect every FX Rolling Spot Participant (not only Clearing Members).

(4) Adequate Attempts to Close of FX Rolling Spot Futures

An FX MIP Request will only be considered if the requesting FX Rolling Spot Participant has undertaken adequate attempts to close the respective FX Rolling Spot Futures before filing a FX MIP Request:

- a) The FX Rolling Spot Participants must place orders for FX Rolling Spot Futures with reciprocal terms to those it wishes to close in the Eurex Orderbook. Such orders must be
 - (i) unmatched for three consecutive Business Days prior to the Business Day the FX MIP Request is filed;
 - (ii) unmatched for at least eight hours on each Business Day referred to in Number 2.12.6 Paragraph 4 letter a) Number (i);
 - (iii) at a rate 10 % better than the daily spot closing price (bid price at least 10 % higher or ask price at least 10 % lower than the daily spot close price). In case the daily spot closing price is not yet available then the previous day's spot close price shall be used as reference.
 - (iv) eligible to close all of the FX Rolling Spot Futures of the FX Rolling Spot Participant if the total number of such FX Rolling Spot Futures is below 1,000 or 1,000, or, if it is above 1,000 FX Rolling Spot Futures, at least 1,000 FX Rolling Spot Futures; and
- b) the FX Rolling Spot Participant must request for quotes at the Eurex Exchange in order to close the FX Rolling Spot Futures they wish to close. Such request for quotes must
 - (i) take place at least once per day for at least three consecutive Business Days;
 - (ii) be eligible to close all of the FX Rolling Spot Futures of the respective tenor of the FX Rolling Spot Participant if the total number of such FX Rolling Spot Futures is below 1,000 or 1,000, or, if it is above 1,000 FX Rolling Spot Futures, at least 1,000 FX Rolling Spot Futures.

As the FX spot price may be subject to changes over the course of a Business Day, FX Rolling Spot Participants are permitted to cancel open FX Rolling Spot Future orders and re-submit new FX Rolling Spot Future orders without undue delay, and, when doing so, are deemed to fulfil the requirements of Number

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2.12.6 Paragraph 4 a) regarding time, provided that the total time such orders are open meets such requirements.

(5) FX MIP Request

If adequate attempts to close FX Rolling Spot Futures as specified in Number 2.12.6 Paragraph 4 did not result in the close of more than 5 per cent of the FX Rolling Spot Futures the orders and quotes specified in Number 2.12.6 Paragraph 5 letter a) and b) were related to, the FX Rolling Spot Participant may file a FX MIP Request via email using the FX MIP Request form available on the website of Eurex Clearing AG (www.eurexclearing.com). Such FX MIP Request will only be considered if the requesting FX Rolling Spot Participant provides Eurex Clearing AG with the following information in such form:

- a) identity of the FX Rolling Spot Participant filing the FX MIP Request;
- b) identity of its Clearing Member, if any;
- c) the number and details of FX Rolling Spot Futures Contracts that the FX Rolling Spot Participant filing the FX MIP Request wishes to terminate.

(6) First FX MIP Assessment

Eurex Clearing AG will assess whether all requirements of Number 2.12.6 Paragraphs 4 and 5 are fulfilled ("**First FX MIP Assessment**"). If Eurex Clearing AG receives a FX MIP Request prior to 2:00 pm CET on a Business Day, such assessment will be completed on or before 6:00 pm CET that Business Day. If Eurex Clearing AG receives the FX MIP Request after 2:00 pm CET on a Business Day, such assessment will be completed by 12:00 pm CET on the following Business Day. Upon completion of the First FX MIP Assessment, Eurex Clearing AG will notify the applicant FX Rolling Spot Participant and, if applicable, his Clearing Member, by email of the result of such assessment. If Eurex Clearing AG comes to the conclusion that one of the requirements of Number 2.12.6 Paragraphs 4 and/or 5 has not been fulfilled, it will provide reasons for its decision.

(7) First FX MIP Announcement

If Eurex Clearing AG finds that all requirements of Number 2.12.6 Paragraphs 4 and 5 are fulfilled, it will publically announce on its website (www.eurexclearing.com) that a FX MIP Request has been filed and determine the point in time the FX MIP is scheduled to take place ("**First FX MIP Announcement**") on the Business Day following the day of the First FX MIP Assessment at the latest. The FX MIP shall take place on the fifth Business Day after the Business Day of the First FX MIP Announcement. However, Eurex Clearing AG may at its sole discretion schedule a later point in time, if it deems it necessary to do so. In such First FX MIP Announcement, Eurex Clearing AG will disclose the FX Rolling Spot Futures Contracts which are subject to the FX MIP but neither the affected buy side or sell side nor the identity of the FX Rolling Spot Participant which has filed the FX MIP Request.

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(8) Obligations of FX Rolling Spot Participants filing a FX MIP Request

- a) Beginning with the earlier of
- (i) two hours following the First FX MIP Announcement or
 - (ii) the end of the Business Day on which the First FX MIP Announcement took place

and until the end of the Business Day prior to the Business Day on which the FX MIP is scheduled to take place, the FX Rolling Spot Participant which has filed the FX MIP Request is obliged to fulfil the requirements of Number 2.12.6 Paragraph 4 which applies *mutatis mutandis*.

- b) Such FX Rolling Spot Participant further has to confirm vis-à-vis Eurex Clearing AG via email using the FX MIP Request form available on the website of Eurex Clearing AG (www.eurexclearing.com) that it wishes to proceed with the FX MIP and the number of FX Rolling Spot Futures Contracts that it wishes to terminate by the FX MIP (limited by the number stated in the FX MIP Request and taking into account the FX Rolling Spot Futures Contracts which have been closed by means of previous inverse transactions by the latest on 07:00 pm CET on the Business Day prior to the Business Day on which the FX MIP is scheduled. Failure to make such confirmation in time will result in the rejection of the FX MIP Request. A rejected FX MIP Request may not be resumed by a FX Rolling Spot Participant.

(9) Second FX MIP Assessment

As soon as and only if the FX Rolling Spot Participant which has filed the FX MIP Request has made the confirmation referred to in Number 2.12.6 Paragraph 8 letter b), Eurex Clearing AG will assess whether such FX Rolling Spot Participant has fulfilled all requirements of Number 2.12.6 Paragraph 8 letter a) ("**Second FX MIP Assessment**"). Eurex Clearing AG will notify the FX Rolling Spot Participant and, if applicable, its Clearing Member, by email of the result thereof.

(10) Second FX MIP Announcement

- a) If the requirements of Number 2.12.6 Paragraph 8 have not been fulfilled, Eurex Clearing will announce this on its website (www.eurexclearing.com). Upon such announcement, the FX MIP Request will be rejected.
- b) If the requirements of Number 2.12.6 Paragraph 8 have been fulfilled, Eurex Clearing will announce on its website (www.eurexclearing.com) the number of FX Rolling Spot Futures Contracts and the respective side of such FX Rolling Spot Future (buy side/sell side) that will be subject to termination due to the FX MIP.

Such announcements will normally be made no later than 09:00 pm CET on the Business Day prior to the Business Day on which the FX MIP is scheduled. Eurex

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Clearing AG reserves the right to choose a later point in time for such announcements if it deems it necessary to do so due to technical reasons.

(11) Notification to the FX Rolling Spot Participants affected by the FX MIP

Eurex Clearing AG will notify the FX Rolling Spot Participants (and their Clearing Members, if any) whose FX Rolling Spot Futures Contracts are subject to terminations due to the FX MIP of the amount of FX Rolling Spot Futures Contracts that will be terminated by means of the FX MIP via email within 30 minutes after the commencement of trading at the Eurex Exchange on the Business Day on which the FX MIP is scheduled. The FX MIP will subsequently be executed on this Business Day based on the FX Rolling Spot Futures positions as of the end of trading at the Eurex Exchange on the previous Business Day.

(12) Attribution rules

FX Rolling Spot Futures Contracts that will be terminated as a result of the FX MIP will be identified according to the attribution rules pursuant to Number 2.12.7 Paragraph 4 letter c) which apply *mutatis mutandis*.

(13) Withdrawal of a FX MIP Request

A FX Rolling Spot Participant which has filed the FX MIP Request may withdraw such request for any reason at any time, provided that it has not provided the confirmation referred to in Number 2.12.6 Paragraph 8 letter b). Following the submission of such confirmation, a withdrawal of the FX MIP Request is not possible.

2.12.7 Default Management Process for FX Rolling Spot Futures

- (1) In deviation from the Default Management Process described in Chapter I Part 1 Number 7.5, the following DMP shall apply with respect to FX Rolling Spot Futures (“**FX DMP**”) in case of a Termination pursuant to Chapter I Part 1 Number 7 with respect to a Clearing Member. Any reference in the General Clearing Provisions, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions and the ~~ICM for Specified Clients~~ ISA Provisions to Chapter I Part 1 Number 7.5 shall be construed as a reference to this Number 2.12.6, taking into account the calculation of the daily settlement prices according to Number 2.12.2, the re-opening prices according to Number 2.12.3 and the margin requirements according to Number 2.12.4.
- (2) The FX DMP consists of two periods, the trading period (“**FX DMP Trading Period**”) and, if required, the attribution period (“**FX DMP Attribution Period**”). During the FX DMP Trading Period FX Rolling Spot Participants may choose to trade in FX Rolling Spot Futures. During the FX DMP Attribution Period, FX Rolling Spot Futures Contracts entered into between Eurex Clearing AG and Clearing Members other than the defaulting Clearing Member with reciprocal terms to those entered into between Eurex Clearing AG and the defaulting Clearing Member may be subject to a

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termination according to the attribution rules specified in Number 2.12.7 Paragraph 4 letter c). The same applies to FX Rolling Spot Futures Contracts between Clearing Members and ~~Non-Clearing Members or Registered Customers~~ [ICM Clients under the ICM-ECD Provisions](#) with identical terms.

(3) FX DMP Trading Period

a) FX DMP Trading Notification

Upon the occurrence of a Termination pursuant to Chapter I Part 1 Number 7 with respect to a Clearing Member, Eurex Clearing AG

- (i) notifies all FX Rolling Spot Participants of the FX DMP;
- (ii) provides them (except for the defaulting Clearing Member) with a position report of all FX Rolling Spot Futures Contracts of the defaulting Clearing Member vis-à-vis Eurex Clearing AG;
- (iii) provides them with customized information regarding the amount of FX Rolling Spot Futures they entered into with Eurex Clearing AG or their Clearing Member which will be terminated based on the attribution rules according to Number 2.12.7 Paragraph 4 letter c), if no FX Rolling Spot Futures Contracts with identical terms to those of the defaulting Clearing Member vis-à-vis Eurex Clearing AG (which are valid until the Termination of the DMP according to Chapter I, Part 1 Number 7) are entered into during the FX DMP Trading Period; and
- (iv) determines the end of the FX DMP Trading Period at its reasonable discretion ("**FX DMP Trading Notification**").

b) FX Volunteer Participants

Based on such FX DMP Trading Notification, all FX Rolling Spot Participants other than the defaulting Clearing Member may propose to enter into FX Rolling Spot Futures Contracts with identical terms to those of the defaulting Clearing Member vis-à-vis Eurex Clearing AG (which are valid until the Termination of the DMP according to Chapter I Part 1 Number 7) during the FX DMP Trading Period by giving notice to Eurex Clearing AG via email ("**FX Proposals**") (FX Rolling Spot Participants providing such FX Proposals to Eurex Clearing AG are hereinafter referred to as "**FX Volunteer Participants**"). It is possible that not all FX Proposals will result in binding transactions (both between Eurex Clearing AG and a Clearing Member and between such Clearing Member and ~~a Non-Clearing Member or Registered Customer~~ [an ICM Client under the ICM-ECD Provisions](#), if any). Following the receipt of FX Proposals Eurex Clearing AG will notify FX Volunteer Participants of the amount and tenor of the FX Rolling Spot Futures Contracts to be possibly entered into by them. The FX Volunteer Participant subsequently confirms vis-à-vis Eurex Clearing AG via email the amount and tenor of FX Rolling Spot Futures Contracts they would like to enter into, either as ~~a Non-Clearing Member or Registered Customer with their~~ [an](#)

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[ICM Client under the ICM-ECD Provisions with its](#) Clearing Member which results in FX Rolling Spot Futures Contracts with identical terms between such Clearing Member and Eurex Clearing AG, or as a Clearing Member with Eurex Clearing AG. Upon receipt of such confirmation by Eurex Clearing AG, the respective FX Rolling Spot Futures Contracts shall be binding.

(4) FX DMP Attribution Period and FX DMP Attribution Rules

- a) Following the end of the FX DMP Trading Period as notified by Eurex Clearing AG pursuant to Number 2.12.7 Paragraph 3 letter b) Eurex Clearing AG provides all FX Rolling Spot Participants whose FX Rolling Spot Futures Contracts will in whole or part be subject to a termination pursuant to the FX DMP Attribution Rules specified in Number 2.12.7 Paragraph 4) c) with a position report including all FX Rolling Spot Futures Contracts of the defaulting Clearing Member vis-à-vis Eurex Clearing AG to which no FX Rolling Spot Futures Contracts with identical terms resulting from the FX DMP Trading Period relate to ("**Open FX Rolling Spot Futures Contracts**").
- b) Such Open FX Rolling Spot Futures Contracts will be attributed to FX Rolling Spot Participants which have entered into FX Rolling Spot Futures Contracts with reciprocal terms with either their Clearing Member or Eurex Clearing AG according to the following attribution rules and based on the positions of FX Rolling Spot Participants at the end of the FX DMP Trading Period as specified by Eurex Clearing according to Number 2.12.7 Paragraph 3 letter a) Number (iv). The result of such attribution is the termination of FX Rolling Spot Futures Contracts entered into between Eurex Clearing AG and a Clearing Member (and the related FX Rolling Spot Futures with identical terms between such Clearing Member and ~~a Non-Clearing Member or Registered Customer~~[an ICM Client under the ICM-ECD Provisions](#)) with reciprocal terms to the attributed FX Rolling Spot Futures Contracts between the defaulting Clearing Member and Eurex Clearing AG (which have been terminated before due to a Termination according to Chapter I, Part 1 Number 7), each with effect from the point in time of the Termination of the FX Rolling Spot Futures Contracts between Eurex Clearing AG and the defaulting Clearing Member. FX Rolling Spot Futures Contracts between Eurex Clearing AG and Clearing Members which have been terminated due to the FX DMP according to Number 2.12.7 will be cash settled.

c) FX DMP Attribution Rules

Open FX Rolling Spot Futures Contracts will be attributed in the following order:

(i) FX Liquidity Provider Attribution

Eurex Clearing AG will attribute Open FX Rolling Spot Futures Contracts to FX Rolling Spot Participants which qualify as Market Makers at Eurex Deutschland ("**FX Liquidity Providers**"), if any, as long as Open FX Rolling Spot Futures Contracts are available. Upon such attribution and notification thereof to the respective FX Liquidity Provider by Eurex Clearing AG, the FX Rolling Spot

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Futures Contracts entered into between such FX Liquidity Providers and Eurex Clearing AG which have reciprocal terms to those FX Rolling Spot Futures Contracts entered into between Eurex Clearing AG and the defaulting Clearing Member, are terminated. A pro rata method applies and calculates the weighted attribution ratio as: Available FX Rolling Spot Futures Contracts per account/total available FX Rolling Spot Futures Contracts of all accounts of the different FX Liquidity Providers. According to this weighted ratio the amounts to be attributed per account are calculated (round down). If after this calculation due to rounding errors there is still a residual amount left, such residual amount will be attributed randomly amongst the FX Liquidity Providers.

- (ii) Attribution to FX Rolling Spot Participants holding FX Rolling Spot Futures on their own account (excluding ported positions)

The Open FX Rolling Spot Futures Contracts which could not be attributed according to Number 2.12.7 Paragraph 4 letter c) Number (i) will be attributed to FX Rolling Spot Participants which hold FX Rolling Spot Futures on their own account, provided that such FX Rolling Spot Futures are not subject to porting. The procedure set out in Number 2.12.7 Paragraph 4 letter c) Number (i) applies *mutatis mutandis*.

- (iii) Attribution to FX Rolling Spot Participants holding FX Rolling Spot Futures related to third parties (excluding ported positions)

The Open FX Rolling Spot Futures Contracts which could not be attributed according to Number 2.12.7 Paragraph 4 letter c) Number (ii) will be attributed to FX Rolling Spot Participants which hold FX Rolling Spot Futures on the account of third parties, provided that such FX Rolling Spot Futures (i) are not subject to porting. The procedure set out in Number 2.12.7 Paragraph 4 letter c) Number (i) applies *mutatis mutandis*.

- (iv) Attribution to FX Rolling Spot Participants whose FX Rolling Spot Futures are subject to porting

The Open FX Rolling Spot Futures Contracts which could not be attributed according to Number 2.12.7 Paragraph 4 letter c) Number (iii) will be attributed to FX Rolling Spot Participants whose FX Rolling Spot Futures are subject to porting. The procedure set out in Number 2.12.7 Paragraph 4 letter c) Number (i) applies *mutatis mutandis*.

- d) Cancellation of MIPs

During the FX DMP any MIP will be cancelled.

2.12.8 Transaction Transfers and Position Transfers

If a transfer of a FX Rolling Spot Future fulfils the requirements outlined in Part 1 Number 1.3.3 and is carried out on one of the two Business Days following the Business Day on which the respective FX Rolling Spot Future Contract was entered into, the Variation

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Margin for such FX Rolling Spot Future Contract shall not reflect the Daily Swap Point Adjustment which is taking place on one of the two Business Days following the Business Day on which the respective FX Rolling Spot Future Contract was entered into.

- (1) In case the transfer of a FX Rolling Spot Future is carried out on the first Business Day following the Business Day on which the respective FX Rolling Spot Future Contract was entered into, such difference in Variation Margin between the daily settlement price of the Business Day on which the respective FX Rolling Spot Future Contract was entered into and the re-opening price of the following Business Day shall not be transferred to the accepting Clearing Member.
- (2) In case the transfer of FX Rolling Spot Future is carried out on the second Business Day following the Business Day on which the respective FX Rolling Spot Future Contract was entered into, such difference in Variation Margin between the daily settlement price of the Business Day on which the respective FX Rolling Spot Future Contract was entered into and the re-opening price of the following Business Day plus the difference in Variation Margin between the daily settlement price of the following Business Day and the re-opening price of the second following Business Day shall not be transferred to the accepting Clearing Member.

In cases of Number 2.12.8 Paragraphs 1 and 2 Clearing Members involved in such transfer shall settle any differences in Variation Margin bilaterally.

2.13 [Deleted]

2.14 Clearing of Futures Contracts on the dividends of Shares

The following provisions shall apply to the Clearing of futures contract transactions in the dividends of Shares (Single Stock Dividend Futures) specified in Number 1.13 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland. Certificates representing shares (Depository Receipts) shall be handled as shares.

2.14.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.13.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

2.14.2 Final Settlement Price

The final settlement price of the Futures contracts will be determined by Eurex Clearing AG at the final settlement day of a contract. In respect of each futures contract and its relevant annual dividend period the final settlement value will be calculated in accordance with the following formula:

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$$\text{Number of Shares (N)} \times \sum_t d_t$$

rounded to four decimal places

Where:

“**Number of Shares (N)**” means the number of shares relating to the Futures contracts listed in Annex D, subject to any subsequent adjustments made.

“**t**” means each Business Day in the relevant Futures annual dividend period;

“**d_t**” means, in respect of the reference shares relating to the Futures contracts listed and each Business Day in the relevant Futures annual dividend period:

if such a day is an Ex-Dividend date in respect of the reference shares then an amount equal to the Relevant Dividend in relation (pursuant to Number 1.13.9 Paragraph 1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) to that Ex-Dividend date in respect of the number of shares relating to the Futures contracts listed in Annex D, subject to any subsequent adjustments made; otherwise zero.

~~where~~ Where a dividend payment date (ex-dividend) date falls due on a non-business day then the Business Day immediately following shall be regarded as the Ex-Dividend date in respect of the final settlement price calculation.

The final settlement price in relation to a contract which is subject to Number 1.13.8 Paragraph 10 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland will be determined using any dividend amounts announced and already paid in the annual dividend period; and Eurex Clearing may, but is not obliged to, reference and consider any dividend yield methodology used either by Eurex Exchange or another relevant exchange when revoking or suspending the futures or options contracts on the reference shares. In addition but without prejudice to the foregoing, Eurex Clearing may take into consideration any relevant information.

2.14.3 Fulfilment

Open positions from the last trading day of a futures contract shall be balanced on the Business Day following the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the Business Day preceding the last trading. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

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2.15 Clearing of Eurex Daily Futures Contracts on KOSPI 200 Derivatives of the Korea Exchange (KRX)

The following provisions shall apply to the Clearing of transactions in the Eurex Daily Futures contracts on KOSPI 200 Derivates of the Korea Exchange, Inc. (“**KRX**”), hereinafter referred to as “**Eurex Daily Futures Contracts on KOSPI Derivatives**”, specified in Number 1.14 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.15.1 Payment Procedure

All payments for fulfilment of Eurex Daily Futures Contracts on KOSPI Derivatives shall be made on the Business Day of the Eurex Exchange following the final settlement day (Number 1.14.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the foreign currency account for South Korean won (“**KRW**”) required for settlement of Eurex Daily Futures Contracts on KOSPI Derivatives with a bank recognised by Eurex Clearing AG.

2.15.2 Final Settlement Price

- (1) The final settlement price of Eurex Daily Futures Contracts on KOSPI Derivatives shall be defined by Eurex Clearing AG on a daily basis on the final settlement day (Number 1.14.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) of a contract. The final settlement price equals the daily settlement price calculated by KRX for the Mini KOSPI 200 Futures Contracts and KOSPI 200 Options Contracts admitted for trading on KRX on the respective Business Day as of the close of trading on KRX.
- (2) In case of extraordinary circumstances, in particular if, due to technical problems, trading is suspended or if, due to other reasons, a price determination of the KOSPI 200 Derivatives admitted to trading on KRX does not take place, Eurex Clearing AG may determine the final settlement price by other means.

2.15.3 Fulfilment of Eurex Daily Futures Contracts on KOSPI 200 Derivatives by Opening Positions in Mini KOSPI 200 Futures or KOSPI 200 Options Contracts, respectively, on KRX and Cash Settlement

- (1) Eurex Clearing AG is the contracting party for all services in connection with the fulfilment of Eurex Daily Futures Contracts on KOSPI Derivatives.
- (2) Open positions in Eurex daily Futures Contracts on KOSPI Derivatives shall be settled by Eurex Clearing AG on the final settlement day (Number 1.14.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) by a remaining amount which shall be credited to or debited ~~from the~~ from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. The amount shall be calculated on the final settlement day as the difference between the price at which the transaction was concluded and its final settlement price (Number 2.15.2). The buyer is obliged to settle the difference

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between the agreed price of a contract and the lower final settlement price. The seller is obliged to settle the difference between the agreed price of a contract and the higher final settlement price.

(3) The following applies in addition to Paragraph 2:

The fulfilment of Eurex Daily Futures Contracts on KOSPI Derivatives by opening positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX shall directly be carried out between the Clearing Members on the next Business Day following the conclusion of a Eurex Daily Futures Contract on KOSPI Derivatives on the Eurex Exchange; at the latest, however, 40 minutes before the start of trading on KRX on this Business Day. Eurex Clearing AG offsets the positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts to be opened for fulfilment of Eurex Daily Futures Contracts on Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX by applying Chapter I Part 1 Number 1.3.1 Paragraphs (1) (b) and (1) (c) *mutatis mutandis* taking into account the following criteria: Clearing Member, ~~Non-Clearing Member or Registered Customer, respectively~~ [DC Market Participant, DC With System Access and an Indirect Client Market Participant](#), commissioned KRX Member and the identification characters of the respective order. The Clearing Members shall be notified of the results of the offset. The obligation to open, respectively enter into, the corresponding Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX is mandatory via the KRX system and by booking the position at the KRX clearing house.

With regard to the opening of positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX which are owed due to expiring Eurex Daily Futures Contracts on Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts, fulfilment takes place at the same time between the respective Clearing Member and Eurex Clearing AG respectively between Eurex Clearing AG and the respective other Clearing Members, when the KRX Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts are booked via the KRX system into the KRX clearing house according to Sentence 1 in favour of the respective Clearing Member and ownership of the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX is established.

Each Clearing Member shall – either itself or by commissioning a KRX member – ensure that the opening of positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts at the point in time determined according to Sentence 1 and via the KRX system as well as by booking the position at the KRX clearing house can take place. Provided that a Clearing Member intends to fulfil the aforementioned obligation by commissioning a KRX member, Eurex Clearing AG shall immediately be notified thereof in writing. This information shall include the company name of the commissioned KRX member and the company identification (KRX member ID).

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2.15.4 Failure to open contracts

- (1) In the event a Clearing Member required to open positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX in accordance with Number 2.15.3 Paragraph (3) fails to open the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX owed by it at the point in time defined in Number 2.15.3 Paragraph (3) and in accordance with the instructions of Eurex Clearing AG, Eurex Clearing AG is entitled to take the following measures:
- Eurex Clearing AG shall, at the latest 30 minutes before opening of exchange trading of KRX on the Business Day of the default, open, respectively enter into, the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts, which are owed, on KRX via the KRX system on its own behalf by commissioning a KRX member and booking the position into the KRX clearing house. In doing so, Eurex Clearing AG shall book these Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts, for purposes of fulfilment of the obligations of the defaulting Clearing Member, in favour of the respective other Clearing Member at the KRX clearing house and shall thereby grant such Clearing Member the respective rights to the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX. Afterwards, Eurex Clearing AG shall, for purposes of fulfilment of the obligations of the defaulting Clearing Member, close out the positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts entered into on KRX.
 - The Clearing Member who has not delivered in due time shall be subject to the aforementioned measures of Eurex Clearing AG. Provided Eurex Clearing AG has arranged to open, respectively enter into, the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX according to the aforementioned regulations, the defaulting Clearing Member is not entitled to effect fulfilment of the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX owed to the respective other Clearing Member according to Number 2.15.3 Paragraph (3) on the day of introduction of these measures or thereafter. When the ownership of the Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX owed to the respective other Clearing Member is provided by Eurex Clearing AG according to Number 2.15.4 Paragraph (2) in connection with Number 2.15.3 Paragraph (3), the obligations resulting from the original Eurex Daily Futures Contracts on Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts of the defaulting Clearing Member – such obligations referring to the opening of positions in Mini KOSPI 200 Futures Contracts or KOSPI 200 Options Contracts on KRX – shall expire with debt-discharging effect.
 - Eurex Clearing AG may deviate from the above-mentioned period of 30 minutes before opening of exchange trading of KRX on the respective Business Day if, when complying with this period, the aforementioned measures may only be implemented at unreasonable expenses or costs or if other periods or obligations

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resulting from the original Eurex Daily Futures Contracts on KOSPI 200 Derivatives require this.

- (2) The costs arising from the aforementioned measures plus any losses occurring due to fulfilment of obligations of the defaulting Clearing Member by Eurex Clearing AG shall be borne by the defaulting Clearing Member. Possible profits occurring from fulfilment of the obligations of the defaulting Clearing Member by Eurex Clearing AG shall be added to the Dedicated Amounts of Eurex Clearing AG after deduction of all costs incurred by Eurex Clearing AG.
- (3) Furthermore, Eurex Clearing AG shall charge a fee in the amount of EUR 250.00 for each measure implemented according to Paragraph (1).
- (4) The right of Eurex Clearing AG to claim further damages shall remain unaffected.

2.16 Clearing of Futures Contracts on Xetra-Gold®

The following provisions shall apply to the Clearing of Futures contracts transactions on Xetra-Gold® specified in Number 1.15 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.16.1 Procedures for Delivery and Payments

Physical deliveries and payments shall be made concurrently and directly between the Clearing Members and Eurex Clearing AG on the second Business Day after the last trading day of the contract (Number 1.15.6 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland).

Physical deliveries of securities shall be made through a Settlement Location; payments shall be settled via the account specified by such Settlement Location.

Clearing Members must make sure that they are able to effect deliveries and payments by having sufficient deposits in their securities account with the respective Settlement Location and sufficient credit balances in the respective cash accounts.

2.16.2 Final Settlement Price

The final settlement price of the Futures contracts on Xetra Gold® shall be determined by Eurex Clearing AG on the final settlement day (Number 1.15.4 Paragraph 2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) of a contract. The final settlement price is calculated on the basis of the auction price for the Xetra-Gold®-Bond determined by the Electronic Trading System Xetra® of the Frankfurt Stock Exchange during the respective final auction.

2.16.3 Fulfilment, Delivery

A delivery obligation out of a short position in a Xetra-Gold® Futures contract can be performed only by the delivery of one thousand of the underlying Xetra-Gold®-Bonds.

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Consequently, there is an obligation to take delivery incumbent upon the owner of a long position of the respective Xetra-Gold® Futures contract.

2.16.4 Failure to Deliver

In the event that a Clearing Member fails to deliver any securities to be delivered on the delivery date (as per Number 2.16.1) according to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take measures in accordance with Number 2.3.5 Paragraph (1).

2.17 Clearing of Futures Contracts on Exchange Traded Commodities Securities

The following provisions shall apply to the Clearing of futures contract transactions in Exchange-Traded Commodities Securities which have been specified in Number 1.16 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland (“ETC Futures”).

2.17.1 Delivery and Payment Procedures

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG on the second Business Day after the last trading day of the contract (Number 1.16.6 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland).

Physical deliveries of securities shall be made through a Settlement Location, and payments shall be made through the account specified by such Settlement Location.

Each Clearing Member and Eurex Clearing AG must ensure that the dispositions on single-business basis which are necessary for fulfilment of the [Eurex](#) Transactions can be processed in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) or in an according securities transfer system used by ECAG for the settlement of [Eurex](#) Transactions on the Business Day on which the delivery notice is given.

All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective Settlement Location and credit balances in the respective cash accounts.

2.17.2 Final Settlement Price

The final settlement price shall be determined by Eurex Clearing AG on the last trading day of a contract according to the value of the underlying securities on such day as follows:

The final settlement price of ETC Futures contracts, the underlying securities of which are traded in the electronic trading system of the London Stock Exchange, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the London Stock Exchange.

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If no price in the underlying security is effected on the closing auction, the volume-weighted average of the last three “paid” prices (*Bezahlt-Preise*) of the respective underlying security effected in the electronic trading system of the respective Stock Exchange shall be authoritative.

If three prices in the underlying security are not effected in the electronic trading system of the respective reference market or if the price does not reflect the true market conditions, Eurex Clearing AG may determine the reference price at its equitable discretion.

2.17.3 Fulfilment, Delivery

A delivery obligation arising out of a short position in an ETC Futures contract may only be performed by the delivery of the underlying security. Consequently, there is an obligation to take delivery incumbent upon the owner of a long position in an ETC Futures contract.

2.17.4 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 2.17.1) and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the measures in accordance with Part 3 Number 3.6.7. In such a case, Part 3 Number 3.6.7 Paragraph 6 shall apply, provided that:

- (1) the defaulting Clearing Member shall be obligated to pay to Eurex Clearing AG for any auction performed pursuant to Part 3 Number 3.6.7 Paragraph 1 an expense allowance in the amount of 10 per cent of the purchase price of the commodities securities owed at the time of the auction, however no less than USD 350.00 at minimum and not exceeding USD 7,000.00 at maximum;
- (2) a Clearing Member transferring commodities securities to Eurex Clearing AG after the obligation to deliver has been excluded shall be under the obligation to pay to Eurex Clearing AG an expense allowance in the amount of USD 700.00 for the retransfer to be performed.

2.17.5 Corporate Actions

Part 3 Number 3.12 applies *mutatis mutandis*.

2.18 Clearing of FX Futures Contracts

The following provisions shall apply to the Clearing of FX Futures contracts specified in Number 1.18 of the Eurex Contract Specifications.

2.18.1 Payment Procedures

- (1) All payments for the fulfilment of FX Futures contracts shall be settled directly between each Clearing Member and Eurex Clearing AG on the settlement day (Number 1.18.6 Paragraph (1) of the Eurex Contract Specifications) via the

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Continuous Linked Settlement system (“**CLS**”) operated by CLS Bank International (“**CLS Bank**”).

- (2) Each Clearing Member must maintain an account connection with CLS Bank directly as a CLS settlement member or indirectly via a CLS settlement member (each a “**CLS Account**”). Each Clearing Member is obliged to:
 - (a) ensure its ability to effect payments in the respective currencies via its CLS Account;
 - (b) comply with the deadlines and compensation conventions established by its CLS settlement member (if applicable), Eurex Clearing AG and CLS Bank;
 - (c) enter, or arrange with its CLS settlement member to enter, the relevant instructions into the CLS system no later than 23:00 CET on the Business Day preceding the settlement day.
- (3) If CLS is not available for settlement for whatever reason, Eurex Clearing AG will instruct the settlement of the affected [Eurex](#) Transactions outside CLS (either on a gross or net basis) via the foreign currency accounts of the Clearing Member pursuant to Part 1 Number 1.1.2 (2) with a bank recognised by Eurex Clearing AG (“**Payment Bank**”) or via the central bank accounts of the relevant Clearing Members on the settlement day. In this case Number 2.18.4 Paragraphs (1) (b) and (2) (b) shall apply accordingly.

2.18.2 Final Settlement Price

The final settlement price is determined by Eurex Clearing AG on the final settlement date (Number 1.18.4 of the Eurex Contract Specifications) at 15:00 CET. The final settlement price corresponds to the volume-weighted average of the prices of all [Eurex](#) Transactions executed during the final trading minute, provided that in such period of time more than 5 transactions have been executed. In all other cases, the final settlement price shall be determined on the basis of the average mid-price of the last displayed bid ask spot prices over a one minute interval ending at 15.00 CET as published by the data service provider designated by Eurex Clearing AG. If a determination of the final settlement price pursuant to the aforementioned rules is not possible or if the calculated price does not reflect the real market situation, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

2.18.3 Fulfilment, Delivery

The fulfilment of FX Futures contracts occurs by way of physical delivery of the relevant currency amounts via CLS as described in Number 2.18.1.

2.18.4 Failure to Pay

- (1) Procedures in respect of defaulting Clearing Member

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Unless otherwise stated below, the procedure set out in this Number 2.18.4 only applies in the case that a Clearing Member's failure to settle a [Eurex](#) Transaction cannot be attributed to a Termination Event in respect of this Clearing Member. If Eurex Clearing AG determines (initially or at any time during the procedure set out herein) that a Termination Event in respect of the defaulting Clearing Member has occurred, Eurex Clearing AG will instead take measures against the defaulting Clearing Member in accordance with the Termination provisions set out in Chapter I.

If a [Eurex](#) Transaction cannot be settled within CLS due to the fact that a Clearing Member (i) does not provide sufficient funding on its CLS Account to cover the currency amount payable by it in respect of a [Eurex](#) Transaction on the settlement day (as per Number 2.18.1) or (ii) fails to match a corresponding settlement instruction in accordance with the CLS procedures by 23.00 CET on the Business Day immediately prior to the settlement day (for the purposes of this Number 2.18.4 a "**defaulting Clearing Member**"), Eurex Clearing AG shall be entitled to take the following measures:

- (a) Eurex Clearing AG will instruct the settlement of the [Eurex](#) Transaction outside CLS by debiting the outstanding currency amount from the relevant Payment Bank or central bank account of the defaulting Clearing Member on the settlement day. Any currency amounts payable to the defaulting Clearing Member in respect of the [Eurex](#) Transaction will be credited subsequently to its relevant Payment Bank or central bank account on the settlement day.
- (b) If the [Eurex](#) Transaction cannot be settled outside CLS pursuant to Paragraph (a) due to insufficient funding on the relevant Payment Bank or central bank accounts of the defaulting Clearing Member and if Eurex Clearing AG determines that the inability of the defaulting Clearing Member to settle does not amount to a Termination Event (e.g. in the case of technical errors or a temporary general unavailability of the relevant currency), and a settlement of the [Eurex](#) Transaction is therefore excluded, Eurex Clearing AG may, on or after the settlement day, enter directly or indirectly into one or more replacement transactions on the FX market in order to obtain the currency amount(s) on a gross or net basis that would have been payable by the defaulting Clearing Member if the [Eurex](#) Transaction had been fulfilled in accordance to Number 2.18.3 (a "**Buy-In**"). Any costs, losses or expenses incurred as a result of doing the replacement transactions will be covered by the defaulting Clearing Member.
- (c) If a [Eurex](#) Transaction has been settled outside CLS pursuant to Paragraph (a), the defaulting Clearing Member shall pay a contractual penalty to Eurex Clearing AG calculated in accordance with Chapter I Part 1 Number 14.2.2. In each case, the right of Eurex Clearing AG to claim further damages in accordance with Paragraph (3) shall remain unaffected.

(2) Procedures in respect of non-defaulting Clearing Member

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If Eurex Clearing AG takes measures in respect of a [Eurex](#) Transaction of a defaulting Clearing Member in accordance with Paragraph (1), Eurex Clearing AG may perform the following steps in respect of any corresponding [Eurex](#) Transaction with a non-defaulting Clearing Member:

- (a) Eurex Clearing AG will instruct in CLS the same day settlement of the corresponding [Eurex](#) Transaction with the non-defaulting Clearing Member to whom payment of the outstanding currency amount is due.
 - (b) If the same day settlement of the corresponding [Eurex](#) Transaction in CLS is not possible due to the defaulting Clearing Member's inability to settle as described in Paragraph (1), Eurex Clearing AG may instruct the payment of any currency amounts payable by or to the non-defaulting Clearing Member in respect of the corresponding [Eurex](#) Transaction outside CLS via the relevant Payment Bank or central bank accounts of the non-defaulting Clearing Member on the settlement day.
- (3) The defaulting Clearing Member shall bear all costs and damages incurred by Eurex Clearing AG as a consequence of the measures taken pursuant to this Number 2.18.4.

2.18.5 Specific Provisions for Interim Participation

In the case that ~~a Non-Clearing Member~~ an [DC Market Participant](#) has been admitted by Eurex Clearing AG as an Interim Participant pursuant to Chapter I Part 3 Subpart A Number 11 in respect of FX Futures contracts that are Covered Transactions, the following applies:

- (1) If the settlement date of the [Eurex](#) Transaction occurs prior to the re-establishment with a new Clearing Member pursuant to Chapter I Part 3 Subpart A Number 11, the Interim Participant may step into delivery by providing its CLS Account details to Eurex Clearing AG at the latest until the Business Day prior to the settlement date and by giving corresponding settlement instructions in accordance with the CLS procedures.
- (2) If the Interim Participant does not have a CLS Account, the Interim Participant may choose to credit the relevant Payment Bank or central bank account(s) of Eurex Clearing AG with the currency amount(s) to be delivered by it in respect of the [Eurex](#) Transaction at the latest by 9.00 CET on the settlement date. In this case, Eurex Clearing AG will instruct the payment of any currency amounts payable to the Interim Participant via the relevant Payment Bank or central bank accounts of the Interim Participant.
- (3) If the Interim Participant is not able to step into delivery pursuant to Paragraphs (1) or (2), Eurex Clearing AG will perform a cash settlement of the [Eurex](#) Transaction with the Interim Participant on the settlement date in accordance with Number 2.18.4 (1) (b).

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2.19 [Deleted]

2.20 Clearing of Interest Rate Swap Futures Contracts

The following provisions shall apply to the Clearing of transactions in Interest Rate Swap Futures Contracts specified in Number 1.19 of the Eurex Contract Specifications.

2.20.1 Procedure for Delivery

On delivery day (Number 1.19.6 ~~Paragraph 1~~ [Paragraph 1](#) of the Eurex Contract Specifications), the delivery pursuant to Number 1.19.2 of the Eurex Contract Specifications is performed directly between the Clearing-Members and Eurex Clearing AG.

Hereby, OTC Interest Rate Derivative Transactions pursuant to Chapter VIII Part 2 Number 2.3.1 in conjunction with Number 2.3.2 of the Clearing Conditions (ISDA Fixed Rate-Floating Rate Swaps) are created between the respective Clearing Member and Eurex Clearing AG under conditions set forth in Number 1.19.1 of the Eurex Contract Specifications (the “**Interest Rate Swap to be Delivered**”).

The creation of the Interest Rate Swaps to be Delivered is performed pursuant to the novation procedure for OTC Interest Rate Derivative Transactions. For this procedure, the provisions in Chapter I Part 1 Number 1.2.2 Paragraph (2), Chapter VIII Part 1 Number 1.2 and Chapter VIII Part 2 Number 2.1.4 shall apply subject to the following measures:

Deviating from Chapter I Part 1 Number 1.2.2 Paragraph (2), the Interest Rate Swap to be Delivered shall be included in the Clearing of Eurex Clearing AG directly upon its creation without the establishment of an Original OTC Transaction (abstract novation).

Deviating from Chapter VIII Part 1 Number 1.2.1, the inclusion of the OTC Derivative Transactions in the Clearing of Eurex Clearing AG does not require the transmission of a transaction dataset to Eurex Clearing AG by a Recognized Trade Source System. Instead, the respective dataset is determined at delivery day by Eurex Clearing AG pursuant to Number 1.19.1 of the Eurex Contract Specifications.

The novation is effected automatically without cooperation of the Clearing Member and without application of the general novation criteria pursuant to Chapter VIII Part 1 Number 1.2.3 as well as the transaction-specific novation criteria pursuant to Chapter VIII Part 2 Number 2.1.4.1.

Chapter VIII Part 2 Numbers 2.1.4.3 and 2.1.4.4 shall not be applicable.

On delivery day, at or after 06.05 hours CET, Eurex Clearing AG will provide the Clearing Member electronically through the system with a report on the Interest Rate Swaps to be Delivered which will be included in the Clearing on delivery day (an “**OTC Novation Report**”).

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The Interest Rate Swaps to be Delivered are created in legally effective manner as soon as the respective OTC Derivative Transaction is accepted for inclusion in the Clearing by Eurex Clearing AG by providing the respective Clearing Members electronically through its system with the corresponding OTC Novation Report.

2.20.2 Final Settlement Price

The Final Settlement Price will be determined by Eurex Clearing AG on the last trading day (Number 1.19.4 of the Eurex Contract Specifications) at 12:15 hours CET. The Final Settlement Price corresponds to the volume-weighted price average of all transactions concluded during the last trading minute, if more than ten transactions have been concluded during this time. Otherwise, the Final Settlement Price will be generated from the volume-weighted price average of the last ten concluded transactions, provided that these transactions have been concluded within the last 30 minutes. If the determination of the Final Settlement Price in the aforementioned manner is not possible or if the price established in such manner does not reflect the actual market conditions, the Final Settlement Price will be fixed by Eurex Clearing AG.

2.20.3 Fulfillment, Delivery

- (1) Clearing Members with open positions in one of their accounts have to notify Eurex Clearing AG five business days prior to the last trading day of the Interest Rate Swap Futures Contracts after close of trading until the end of the Post-Trading Full-Period, whether they intend to hold the respective positions until expiration date and to fulfill them on delivery day.
- (2) Open positions in an Interest Rate Swap Futures Contract existing in a Clearing Member's Transaction Account on the last trading day after close of trading will be settled on delivery day by the delivery of an interest rate swap for each long and short position. Thereby, the notional amount of the respective Interest Rate Swap to be Delivered corresponds to the overall nominal value of the respective open position.
- (3) If ~~a Non-Clearing Member or a Registered Customer~~ [the relevant Disclosed Direct Client](#) does not have identical segregation and/or account structures in relation to both Clearing Licenses for Eurex Transactions and OTC Interest Rate Derivative Transactions of the Clearing Member, the respective Euro Swap Futures Contracts will be entered in the Clearing of OTC Interest Rate Derivative Transactions as Omnibus Transactions until the booking by the Clearing Member has been completed.

2.21 Clearing of Variance Futures contracts

The following provisions shall apply to the Clearing of Variance Futures contract transactions specified in Number 1.20 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

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2.21.1 Payment Procedures

All payments shall be made on the Business Day (Number 1.20.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) following the final settlement day. All Clearing Members must ensure their ability to effect payments on the due date thereof through sufficient credit balances in the RTGS Account or the euroSIC Account.

2.21.2 Final Settlement Price

- (1) According to the Number 1.20.7 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland the final settlement price of the Variance Futures contracts is calculated in the same way as described in 1.20.7. For the calculation of the realized variance according to 1.20.7 the following underlying price S_i^{und} is used:

Variance Futures on the EURO STOXX® 50 index use the EURO STOXX® 50 index value that is based on the average of the EURO STOXX® 50 index calculations from 11:50 a.m. until 12:00 noon CET on the final settlement day of the expiration month.

In case of a market disruption event the realized variance according to Section 1.20.7.2.2.1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland is calculated using

$$S_i^{und} = S_{i-1}^{und}$$

The closing price of the underlying instrument of the previous day is used as the closing price of the day of the realized variance calculation.

- (2) A market disruption event means the occurrence or existence of at least one of the following situations on an exchange day:
1. The index provider fails to calculate an index level.
 2. Eurex is closed for trading during the last hour prior to the publication of the last underlying price.
 3. The Futures on the underlying instrument is not available for trading during the last hour prior to the publication of the last underlying price.
 4. The options on the underlying instrument are not available for trading during the last hour prior to the publication of the last underlying price.

In case of extraordinary circumstances, especially if the trading is interrupted due to technical problems or if a price determination is not possible for other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure.

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2.21.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the preceding Business Day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.22 Clearing of Index Total Return Futures Contracts

The following provisions shall apply to the clearing of Index Total Return Futures Contracts as specified in Number 1.22 of the Eurex Contract Specifications.

2.22.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day as specified in Number 1.22.4 of the Eurex Contract Specifications. All Clearing Members must ensure their ability to effect payments on the due date thereof through sufficient credit balances in the RTGS Account or the euroSIC Account.

2.22.2 Daily Settlement Price

The daily settlement price for Index Total Return Futures shall be determined by Eurex Clearing AG based on the Daily Settlement TRF Spread in basis points, according to Number 1.22.8.4 of the Eurex Contract Specifications and in conjunction with the following provisions:

1. The daily settlement price for Index Total Return Futures Contracts is determined in index points as:

$$\text{Daily settlement price (t)} = \text{Index Close (t)} + \text{Accrued Distributions (t)} - \text{Accrued Funding (t)} + \text{Settlement Basis (t)}$$

Where:

- **t** = current trading day
- **Index Close (t)** = the closing level of the index calculated by the respective index provider
- **Accrued Distributions (t)**, as defined in the Eurex Contract Specifications
- **Accrued Funding (t)**, as defined in the Eurex Contract Specifications
- **Settlement Basis (t)** = $\text{Index Close (t)} * [\text{Daily Settlement TRF Spread(t)} * 0.0001] * (\text{days to maturity(t)} / \text{Annualisation Factor})$

With the:

- **Daily Settlement TRF Spread (t)** = the TRF Spread in basis points as defined below under sub-paragraph (2)
- **Days to maturity(t)**, as defined in the Eurex Contract Specifications

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- **Annualisation Factor**, as defined in the Eurex Contract Specifications
2. The Daily Settlement TRF Spread used to calculate the Settlement Basis is determined based on the following procedure (“Daily Settlement TRF Spread”):
 - The Daily Settlement TRF Spread shall be determined based on the TRF Spread traded via the closing auction between 17:25 – 17:30 CET;
 - Should no trades be executed in the closing auction, then the Daily Settlement TRF Spread shall be determined based on the average bid-ask spread of the respective contract month;
 - Should no price be determined according to the aforementioned procedure, the Daily Settlement TRF Spread shall be determined based on a theoretic (fair) TRF Spread for the respective contract month
 3. The following shall apply to Index Total Return Futures Contracts on EURO STOXX 50® (Product ID: **TESX**), in conjunction with the Eurex Contract Specifications and provisions specified above under sub-paragraph (1) for the daily settlement price:

Parameter	Format	Description
Index Close	Index points	Daily closing level of EURO STOXX 50® (SX5E) as calculated by Stoxx Ltd
Annualisation Factor	Integer	360

2.22.3 Final Settlement Price

- (1) According to Number 1.22.8.5 of the Eurex Contract Specifications, the final settlement price of the Index Total Return Futures Contracts is determined in index points as:

$$\text{Final settlement price (T)} = \text{Final Settlement Index (T)} + \text{Accrued Distributions (T)} - \text{Accrued Funding (T)} + \text{Settlement Basis (T)}$$

Where:

T = expiry date of the contract

Final Settlement Index (T) = Index value used by Eurex Clearing AG to determine the final settlement price in conjunction with the Eurex Contract Specifications

Accrued Distributions (T) and **Accrued Funding (T)** are determined using the same methodology described for the calculation of the daily settlement price

Settlement Basis (T) = 0 (as on the expiry date the number of days to maturity is zero)

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- (2) The following shall apply to Index Total Return Futures Contracts on EURO STOXX 50® (Product ID: **TESX**), in conjunction with the Eurex Contract Specifications and formulas used for the calculation of the final settlement price in index points:

Parameter	Format	Description
Final Settlement Index	Index points	Final settlement price of the Index Futures on the EURO STOXX 50® (Product ID: FESX) according to Chapter II Part 2 Number 2.4.2

2.22.4 Margin Requirements

- (1) The applicable Margin Type for Index Total Return Futures Contracts shall be the Initial Margin in accordance with the Eurex Clearing Prisma methodology.
- (2) The Variation Margin for Index Total Return Futures Contracts shall reflect the changes between the daily settlement prices expressed in index points.

2.22.5 Fulfilment, Delivery

- (1) The performance day for Index Total Return Futures Contracts shall be the business day (as defined in Chapter I Part 1 Number 1.2.4 Paragraph (1) (h)) after the final settlement day of the contract.
- (2) Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the preceding Business Day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.22.6 Extraordinary Handling

An extraordinary event in relation to Index Total Return Futures Contracts means any occurrence on a Business Day of at least one of the market disruption events or distribution recovery events, as specified in Number 1.22.9.1 and Number 1.22.10 of the Eurex Contract Specifications.

In such extraordinary events, the Management Board of Eurex Clearing AG may decide to adjust the daily settlement prices or to apply an adjustment, as specified in Number 1.22.9.2 and Number 1.22.10 of the Eurex Contract Specifications, which apply *mutatis mutandis*. The decisions needs to be aligned with the Management Board of the Eurex Exchange.

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2.23 Clearing of Bond Index Futures Contracts

The following provisions shall apply to the Clearing of Bond Index futures contract transactions specified in Number 1.24 of the Eurex Contract Specifications.

2.23.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 1.24.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the RTGS Account or the euroSIC Account.

2.23.2 Final Settlement Price

The final settlement price of the Index Futures contracts will be determined by Eurex Clearing AG (pursuant to Number 1.24.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) at the final payment day of a contract.

(+) (1) With respect to the EURO STOXX 50® Corporate Bond Index Futures Contracts on Price Indices, the closing value of the price index on the last trading day shall be decisive.

(2) In case of extraordinary circumstances, especially (i) if the trading is interrupted due to technical problems, (ii) if the determined final settlement price does not reflect the true market conditions or (iii) if a price determination is not possible for other reasons, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

2.23.3 Fulfilment, Delivery

Open positions from the last trading day of a contract shall be balanced on the final settlement day by means of a net payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3. Such payment shall equal the difference between the final settlement price of such contract and such contract's daily settlement price on the Business Day preceding the last trading day. For positions opened on the last trading day, the booking amount shall equal the difference between the final settlement price and the trading price.

2.24 Clearing of Eurex Market-on-Close Futures Contracts

The following provisions shall apply to the Clearing of Eurex Market-on-Close Futures Contracts transactions specified in Number 1.25 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

2.24.1 Tender Price and Final Settlement Price

(1) The tender price and the final settlement price for Eurex Market-on-Close Futures Contracts shall be calculated as follows:

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- For Eurex Market-on-Close Futures Contracts on EURO STOXX 50® Index Futures Contracts (Product ID: FES1):

The final settlement price shall be calculated per transaction by adding the traded price of the Eurex Market-on-Close Futures Contract and the Index Close. The Index Close corresponds to the daily closing level of the EURO STOXX 50® Index (SX5E) as calculated by Stoxx Ltd.

- (2) If no official Index Close has been published by the respective index provider, due to a market disruption pursuant to Number 1.25.6 of the Eurex Contract Specifications, until the end of the respective trading day, the final settlement price is determined by the last index price available. If the index provider delivers the official Index Close or a corrected Index Close after delivery of the underlying Index Futures Contract, an adjustment of the value in the underlying Index Futures Contract shall be performed by cash settlement.
- (3) If the determined tender price or the determined final settlement price, respectively, does not reflect the current market conditions, Eurex Clearing AG may determine the tender price or the final settlement price, respectively, at its equitable discretion.

2.24.2 Performance of Eurex Market-on-Close Futures Contracts by Opening Positions in Eurex Index-Futures Contracts

Each transaction in Eurex Market-on-Close Futures Contracts shall be performed by Eurex Clearing AG on the final settlement day (Number 1.25.3 of the Eurex Contract Specifications) by opening a respective new position in the underlying Index Futures Contract with identical expiry. The delivery in the Index Futures Contract shall occur intra-day; usually prior to the close of trading of the Index Futures Contract to be delivered.

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Part 3 Clearing of Options Contracts

The following provisions shall apply to the Clearing of Options contract transactions specified in Number 2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland (“**Eurex Contract Specifications**”).

3.1 General Provisions

The “**General Provisions**” pursuant to this Number 3.1 apply to all Options contracts unless specific rules deviating from the “**General Provisions**” pursuant to Number 3.2 to Number 3.13 apply.

- (1) Eurex Clearing AG shall be a contracting party to all deliveries and payments arising out of the exercise and assignment of Options contracts.
- (2) Clearing Members must, in accordance with instructions of Eurex Clearing AG, make deliveries and payments in respect of exercises and assignments of positions for the Clearing of which they are responsible.
- (3) Eurex Clearing AG will inform each Clearing Member of the Options contracts assigned to it on the morning of the Business Day after exercise.
- (4) The following provisions shall apply to the procedures for deliveries and payments pursuant to Paragraph 1:

All physical deliveries of securities and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG through Eurex Clearing AG on the second Business Day after the exercise of the option; this shall also apply if the exercise is not assigned to the writer until the Business Day following exercise. Physical deliveries of securities are to be made through a Settlement Location, and payments shall be made through the corresponding account determined by such Settlement Location.

- (5) Eurex Clearing AG determines the daily settlement price according to the true market conditions and under consideration of its risk assessment according to the following procedure:
 - The settlement prices shall be determined through the option price models used by Eurex Clearing AG. For American options, the Binominal model according to Cox Ross Rubinstein, for European options, the model Black and Scholes 76 is used. If necessary, future dividend expectations, current interest rates and other dividends are considered.
 - The price determined pursuant Number 3.6.3 respectively Number 3.5.3 shall serve as reference price for the underlying of options on shares and on exchange-traded fund shares.

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- The underlying reference price is the daily settlement price of the futures contracts underlying the options series for options on money market futures contracts and options on fixed income futures contracts.
- The underlying reference price is the daily settlement price of Eurex futures based on the respective index for index options contracts as well as for commodity index options contracts.
- The underlying reference price for FX Options contracts is the daily settlement price of the corresponding FX Futures series.
- For each option expiry date, an implied volatility chart shall be determined on the basis of the bid-ask spreads of the respective underlying prices quoted intra-daily. In case no bid-ask spreads are available intra-day, the implied volatility shall be determined by inter-/extrapolation within the expiry month respectively between the different expiry dates.

In case the determination of the daily settlement price of a contract according to aforementioned regulations is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the settlement price at its equitable discretion. In case the determined daily settlement price does not reflect the true market conditions at the close of trading, Eurex Clearing AG may change the daily settlement price.

- (6) In case the determination of the final settlement price of a contract according to following regulations (Part 3) is not possible or if the price so determined does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

3.2 Clearing of Options Contracts on Money Market Futures Contracts

The following provisions shall apply to the Clearing of Options contract transactions on Money Market Futures contracts specified in Number 2.2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.2.1 General Regulations

The clearing of Options contracts is subject to the following rules up to the assignment of the exercised option pursuant to the regulations for the clearing of Options contracts, in line with the opening of the futures position pursuant to the regulations for the clearing of Futures contracts.

3.2.2 Options Premium

The balance of the option premiums (“**Net Premium**”) to be paid by the Clearing Members pursuant to Number 2.2.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction pursuant to Number 3.1 Paragraph (5), but

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generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.2.3 Daily Settlement prior to Exercise

- (1) For each contract, profits and losses arising out of open positions on any Business Day will be determined at the end of the Post-Trading Period. For open positions from the previous Business Day, the amount to be debited or credited shall equal the difference between the daily settlement prices of the contract in question on the relevant Business Day and on the previous Business Day. For transactions on the relevant Business Day, the amount to be credited or debited shall equal the difference between the price at which the transaction was concluded and the daily settlement price of the contract for such Business Day.

The profit or loss amount as determined on any Business Day shall be the Variation Margin Requirement or Segregated Variation Margin Requirement, as applicable, and/or any Redelivery Amount, as the case may be (as defined in Chapter I Part 2 Subpart A Number 5, Chapter I Part 3 Subpart A Number 6 or Subpart B Number 5 or Chapter I Part 4 Number 7, as applicable).

- (2) Paragraph (1) shall apply *mutatis mutandis* to the legal relationship between Clearing Members and their ~~relevant Non-Clearing Members or Registered Customer, respectively~~ respective ICM Clients.

3.2.4 Margin Requirements prior to Exercise

- (1) The following conditions shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:

~~(2) The applicable Margin Type shall be Spread Margin.~~

- (3) For all options series, the ~~Additional~~ Initial Margin shall ~~also~~ apply.

3.2.5 Procedure for Exercise of Options

- (1) On behalf of ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant that exercises a call option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of the respective option, open a corresponding long position in the underlying Futures contract with the stipulated exercise price with respect to such Clearing Member, Disclosed Direct Client or Indirect Client Market Participant.
- (2) On behalf of ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant to which the exercise of a call option is assigned, Eurex Clearing AG shall open a corresponding short position in the underlying Futures contract with the stipulated exercise price with respect to such Clearing Member, Disclosed Direct Client or Indirect Client Market Participant.

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- (3) On behalf of ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant that exercises a put option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of such option, open a corresponding short position in the underlying Futures contract with the stipulated exercise price with respect to such Clearing Member, Disclosed Direct Client or Indirect Client Market Participant.
- (4) On behalf of ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant to which the exercise of a put option is assigned, Eurex Clearing AG shall open a corresponding long position in the underlying Futures contract with the stipulated exercise price with respect to such Clearing Member, Disclosed Direct Client or Indirect Client Market Participant.
- (5) ~~On behalf of an Exchange Participant of the Eurex Exchange which are no Clearing Members,~~ Chapter I Part 1 Number 1.2.2 Paragraph (1) (b) applies with respect to Disclosed Direct Clients or Indirect Client Market Participants.

3.2.6 Futures Position

- (1) Unless otherwise provided below, the provisions of Numbers 2.2 and 2.1.4 shall apply for the futures position opened in accordance with Number 3.2.6.
- (2) Notwithstanding Number 2.1.2, the following shall apply:

The difference between the exercise price of the exercised and assigned option and the daily settlement price of the underlying futures contract on the exercise day shall be settled in cash. The amount of such cash settlement shall be credited to or debited from the internal cash account pursuant to Chapter I Part 1 Number 4.3 of the Clearing Member.

3.3 Clearing of Options Contracts on Fixed Income Futures Contracts

The following provisions shall apply to the Clearing of Options contract transactions on Fixed Income Futures contracts specified in Number 2.3 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.3.1 General Regulations

The clearing of Options contracts is subject to the following rules up to the assignment of the exercised option pursuant to the regulations for the clearing of Options contracts, in line with the opening of the futures position pursuant to the regulations for the clearing of futures contracts.

3.3.2 Option Premium

The balance of the option premiums ("**Net Premium**") to be paid by the Clearing Members pursuant to Number 2.3.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day

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following the conclusion of the transaction pursuant to Number 3.1 Paragraph (5), but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.3.3 Daily Settlement prior to Exercise

- (1) For each contract, profits and losses arising out of open positions on any Business Day will be determined at the end of the Post-Trading Period. For open positions from the previous Business Day, the amount to be debited or credited shall equal the difference between the daily settlement prices of the contract in question on the relevant Business Day and on the previous Business Day. For transactions on the relevant Business Day, the amount to be credited or debited shall equal the difference between the price at which the transaction was concluded and the daily settlement price of the contract for such Business Day.

The determined profit or loss amount on any Business Day shall be the Variation Margin Requirement, Segregated Variation Margin Requirement or Net Omnibus Variation Margin Requirement, as applicable, and/or any Redelivery Amount, as the case may be (as defined in Chapter I Part 2 Subpart A Number 5.4, Chapter I Part 3 Subpart A Number 6.3 or Chapter I Part 4 Number 7.4, as applicable).

- (2) Paragraph (1) shall apply to the legal relationship between Clearing Members and their ~~relevant Non-Clearing Members~~ respective ICM Clients *mutatis mutandis*.

3.3.4 Margin Requirements prior to Exercise

- (1) The following condition shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) For all options series, the ~~Additional~~ Initial Margin shall ~~also~~ apply.

3.3.5 Procedure for Exercise of Options

- (1) With respect to ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant that exercises a call option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of the respective option, open a corresponding long position in the underlying Futures contract with the stipulated exercise price.
- (2) With respect to ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant to which the exercise of a call option is assigned, Eurex Clearing AG shall open a corresponding short position in the underlying Futures contract with the stipulated exercise price.
- (3) With respect to ~~an Exchange~~ the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant that exercises a put option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of such option, open a corresponding short position in the underlying Futures contract with the stipulated exercise price.

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- (4) With respect to ~~an Exchange~~ the relevant Clearing Member, [Disclosed Direct Client or Indirect Client Market](#) Participant to which the exercise of a put option is assigned, Eurex Clearing AG shall open a corresponding long position in the underlying Futures contract with the stipulated exercise price.
- (5) ~~With respect to an Exchange Participant of the Eurex Exchange which are no Clearing Members,~~ Chapter I Part 1 Number 1.2.2 Paragraph (1) (b) applies [with respect to the relevant Disclosed Direct Client or Indirect Client Market Participant](#).

3.3.6 Futures Position

- (1) Unless otherwise provided below, the provisions of Part 2 Numbers 2.1.4 and 2.3 shall apply for the futures position opened in accordance with Number 3.3.5.
- (2) Notwithstanding Part 2 Number 2.1.2, the following shall apply:

The difference between the exercise price of the exercised and assigned option and the daily settlement price of the underlying futures contract on the exercise day shall be settled in cash. The amount of such cash settlement shall be credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3.

3.4 Clearing of Index Options Contracts

The following provisions shall apply to the Clearing of Index Options contract transactions specified in Number 2.4 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.4.1 Payment Settlement

All payments shall be made on the Business Day following the exercise day; this shall also apply if the exercise is not assigned to the writer until the Business Day following the exercise day. All Clearing Members must ensure their ability to effect payments on the due date thereof through sufficient credit balances in the RTGS Account or the euroSIC Account, for SMI® contracts, SLI® Options contracts and for SMIM® Options contracts, credit balances shall be ensured on the SIC Account or the RTGS Account.

3.4.2 Option Premium

The balance of the option premiums ("**Net Premium**") to be paid by the Clearing Members pursuant to Number 2.1.1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

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3.4.3 Final Settlement Price

- (1) With respect to the DAX[®], MDAX[®], TecDAX[®] and DivDAX[®] Options contracts, the value of the respective index is based on the auction prices calculated by the electronic trading system of the Frankfurter Wertpapierbörse for those securities included in the respective index of an intraday auction determined by the Management Board of the Eurex Exchange.
- (2) With respect to the OMXH25 Options contracts, the value of the respective index is based on the volume weighted average prices of the shares included in OMXH25, provided that those prices are based on a minimum Number of transactions in the respective shares executed in the electronic trading system of the Helsinki Stock Exchange during continuous trading on the final settlement day.
- (3) With respect to the SMI[®] Options contracts and SLI[®] Options contracts, the value of the respective index is based on the prices calculated by means of the electronic trading system of SIX Swiss Exchange AG during the opening auction for the securities and book-entry securities included in the SMI[®] respectively in the SLI[®]. With respect to the SMIM[®] Options contracts, the value of the respective index is based on the opening prices calculated by means of the electronic trading system of the SIX Swiss Exchange AG for the securities and book-entry securities included in the SMIM[®].
- (4) With respect to the EURO STOXX[®] 50 Index, EURO STOXX[®] Select Dividend 30 Index, EURO STOXX 50[®] ex. Financials Index, STOXX[®] Europe 50 Index, STOXX[®] Europe 600 Index, STOXX[®] Europe Large 200 Index, STOXX[®] Europe Mid 200 Index, STOXX[®] Europe Small 200 Index and EURO STOXX[®] Sector Index and STOXX[®] Europe 600 Sector Index, EURO STOXX[®] Index, EURO STOXX[®] Large Index, EURO STOXX[®] Mid Index, EURO STOXX[®] Small Index Futures contracts, the value of the respective index is based on the average of the respective STOXX indices calculations at that day from 11:50 a.m. until 12:00 p.m. CET.
- (5) With respect to the STOXX[®] Global Select Dividend 100 Index Options contracts, the closing value of the underlying index on the last trading day shall be decisive.
- (6) With respect to the MSCI Index Options contracts on Price Indices, the closing value of the price index on the last day shall be decisive.
- (7) With respect to the MSCI Index Options contracts on Net Total Return Indices, the relevant closing value of the Net Total Return Index on the last day shall be decisive.
- (8) With respect to the RDX[®] USD Index and RDX[®] EUR Index Options contracts, the value of the respective index is based on the closing prices calculated by means of the electronic trading system of London Stock Exchange (International Orderbook) for the securities and book-entry securities contained in the index.
- (9) With respect to the ATX[®] and ATX[®] five Options contracts, the value of the respective index is based on the auction prices calculated by the electronic trading system of the Wiener Börse AG for those securities included in the respective index

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of an intraday auction determined by the Management Board of the Eurex Exchange.

- (10) With respect to the CECE[®] EUR Index Options contracts, the value of the index is based on the closing prices calculated by means of the respective electronic trading system for the securities and book-entry securities contained in the index.
- (11) In case of extraordinary circumstances, especially if the trading is interrupted due to technical problems or if a price determination for one or more securities or book-entry securities is not possible for other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure.

3.4.4 Margin Requirements

- (1) The following conditions apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be the Premium Margin.
- (3) For purposes of calculating the margin requirements for all option series, the net-long positions shall be treated as credit balances.
- (4) In addition to the Premium Margin, under the Risk Based Margining methodology the Additional Margin shall apply and under the Eurex Clearing Prisma methodology the Initial Margin shall apply.

3.4.5 Cash Settlement

- (1) Exercised and assigned options positions shall be settled by means of a compensating payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3.
- (2) The cash settlement shall be equal to the difference between the exercise price of the option series and its final settlement price. The final settlement price shall be determined by Eurex Clearing AG on the exercise day of the option series.

3.5 Clearing of Options Contracts on Shares of Exchange-Traded Funds (EXTF Options)

The following provisions shall apply to the Clearing of Option contract transactions on Exchange-Traded Funds (EXTF Options) specified in Number 2.5 of the Contract Specifications for Shares of Exchange-Traded Funds (EXTF Options) at Eurex Deutschland.

3.5.1 Delivery and Payment Procedures

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG

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- on the second Business Day after the last trading day of the contract with respect to EXTF options on iShares ETFs whose underlying securities are traded in the electronic trading system of the Frankfurter Wertpapierbörse (**Xetra**), as well as in the electronic trading system of the London Stock Exchange (**LSE**).
- on the second Business Day after the last trading day of the contract with respect to EXTF options, whose underlying securities are traded in the electronic trading system of the SIX Swiss Exchange AG, as well as EXTF options on db x-trackers ETFs whose underlying securities are traded in the electronic trading system of the Frankfurter Wertpapierbörse.

This shall also apply if the exercise is not assigned to the writer until the Business Day following exercise. Physical deliveries of securities shall be made through a Settlement Location, and payments shall be made through the account specified by such Settlement Location.

Each Clearing Member and Eurex Clearing AG must ensure that transactions can be processed in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) on the Business Day on which the delivery notice is given. All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective Settlement Location and credit balances in the respective cash accounts.

3.5.2 Option Premium

The balance of the option premiums ("**Net Premium**") to be paid by the Clearing Members pursuant to Number 2.1.1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.5.3 Reference Price

- (1) The tender price of EXTF Options contracts on iShares ETFs, whose underlying securities are traded in the electronic trading system of the Frankfurter Wertpapierbörse, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the Frankfurter Wertpapierbörse.
- (2) The price of EXTF Options contracts, whose underlying securities are traded in the electronic trading system of the SIX Swiss Exchange AG, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the SIX Swiss Exchange AG.
- (3) The price of EXTF Options contracts, whose underlying securities are traded in the electronic trading system of the London Stock Exchange, shall be the price of the

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respective underlying security effected on the closing auction in the electronic trading system of the London Stock Exchange.

- (4) If no price in the underlying security is effected on the closing auction or if that price does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.
- (5) For EXTF options on db x-trackers ETFs whose underlying security is traded in the electronic trading system of the Frankfurter Wertpapierbörse, the Net Asset Value at the close of trading of the underlying securities on the last trading day shall be relevant. In general, this shall only be published on the morning of the next trading day.

3.5.4 Margin Requirements

- (1) The following conditions shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be the Premium Margin.
- (3) The difference between the price of the respective underlying security effected on the closing auction in the electronic trading system of the Frankfurter Wertpapierbörse and the exercise price shall be used for exercised and assigned positions in EXTF options.
- (4) If the price so determined does not reflect the risk assessment of Eurex Clearing AG, Eurex Clearing may deviate from the reference price determined pursuant to Number 3.5.3.
- (5) For purposes of calculating the margin requirements for all option series, net-long positions shall be treated as credit balances.
- (6) In addition to the Premium Margin, the Additional Margin shall apply.

3.5.5 Distribution of Profits

If an EXTF Option is exercised before the day on which the profits are distributed, the new owner of the underlying security shall be entitled to the distribution, including any corresponding tax credits.

3.5.6 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security (funds) on the delivery day (as per Number 3.5.1) according to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take measures in accordance with Chapter V Part 2 Number 2.2; the contractual penalty regulations shall also apply accordingly.

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3.5.7 Corporate Actions

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Part 2 Number 2.3 apply *mutatis mutandis*.

3.6 Clearing of Options Contracts and Low Exercise Price Options on Shares

The following provisions shall apply to the Clearing of Options contract transactions in Shares and Low Exercise Price Options (LEPOs) on Options contracts specified in Number 2.6 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland (“**Eurex Contract Specifications**”). Certificates representing shares (Depository Receipts) shall be handled as shares.

3.6.1 Delivery and Payment Procedures

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG on the second Business Day after the last exercising day of the option.

This shall also apply if the exercise is not assigned to the writer until the Business Day following exercise. Physical deliveries of securities shall be made through a Settlement Location, and payments shall be made through the account specified by such Settlement Location.

Each Clearing Member and Eurex Clearing AG must ensure that the dispositions on single-business basis which are necessary for fulfilment of the transactions can be processed in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) or in an according securities transfer system being used for settlement of transactions on the Business Day on which the delivery notice is given. All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective Settlement Location and credit balances in the respective cash accounts.

3.6.2 Option Premiums

The balance of the option premiums (“**Net Premium**”) to be paid by the Clearing Members pursuant to Number 2.1.1 of the Eurex Contract Specifications and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.6.3 Reference Price

- (1) For the determination of the reference price, the cash markets determined in the following are respectively assigned to the shares options respectively the LEPOs:

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Group ID of the Option contracts pursuant to Annex B of the Eurex Contract Specifications	Relevant Cash Market	ID of Cash Market
AT11, AT12	Electronic Trading System of the Wiener Börse	XVIE
BE11, BE12, BE13	Electronic Trading System of the Euronext Brussels	XBRU
CH11, CH12, CH13, CH14	Electronic Trading System of the SIX Swiss Exchange AG	XSWX, XVTX
DE11, DE12, DE13, DE14	Electronic Trading System of the Frankfurter Wertpapierbörse	XETR
ES11, ES12, ES13	Electronic Trading System of the Bolsa de Madrid	XMAD
FI11, FI12, FI13, FI14	Electronic Trading System of the OMX Helsinki Stock Exchange	XHEL
FR11, FR12, FR13, FR14	Electronic Trading System of the Euronext Paris	XPAR
GB11	Electronic Trading System of the London Stock Exchange	XLON
IE11	Electronic Trading System of the Irish Stock Exchange	XDUB
IT11, IT12, IT13	Electronic Trading System of the Borsa Italiana	XMIL
NL11, NL12, NL13, NL14	Electronic Trading System of the Euronex Amsterdam	XAMS
RU11, RU 12	Electronic Trading System of the London Stock Exchange	XLON
SE11, SE12	Electronic Trading System of the OMX Stockholm Stock Exchange ¹	XSSE

- (2) The reference price shall be the official closing price of the respective underlying security in the respective electronic trading system (Number 3.6.3 Paragraph (1)). If

¹ The prices determined in Swedish Kronas shall be converted in Euros pursuant to the reference price determined by the European Central Bank on a daily basis.

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no closing price in the underlying security is effected, the volume-weighted average of the last three “paid” prices (*Bezahlte-Preise*) of the respective underlying security effected in the electronic trading system of the respective Stock Exchange shall be authoritative.

- (3) If three prices in the underlying security are also not effected in the electronic trading system of the respective reference market or if the price does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

3.6.4 Margin Requirements

- (1) The following conditions shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be the Premium Margin, provided that in the case of a Physical Delivery, the Current Liquidating Margin shall be the applicable Margin Type.
- (3) The difference between the price of the respective underlying security and the exercise price shall be used for exercised and assigned positions in stock options or LEPOs.
- (4) If the price so determined does not reflect the risk assessment of Eurex Clearing AG, Eurex Clearing AG may deviate from the reference price determined pursuant to Number 3.6.3.
- (5) For purposes of calculating the margin requirements for all option series, net-long positions shall be treated as credit balances.
- (6) In addition to the Premium Margin or Current Liquidating Margin, under the Risk Based Margining methodology the Additional Margin shall apply and under the Eurex Clearing Prisma methodology the Initial Margin shall apply.

3.6.5 Dividends and Distribution of Profits

- (1) If a stock option or LEPO is exercised before the day on which the profits are distributed, the new owner of the underlying security shall be entitled to the distribution.
- (2) If Options contracts or LEPOs on securities of German stock corporations are exercised before the day on which the profits are distributed, the new owner of the underlying security shall be entitled to the distribution, including any corresponding tax credits.

3.6.6 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 3.6.1) according to the instructions of Eurex Clearing AG, Eurex

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Clearing AG shall take measures in accordance with Chapter V Part 2 Number 2.2; the contractual penalty regulations shall also apply accordingly. For a non-delivery of shares not covered by Article 15 of Regulation (EU) No. 236/2012 as well as for subscription rights from [Eurex](#) Transactions with options contracts with the assigned group IDs GB11 and IE11, Number 3.6.7 shall apply.

3.6.7 Failure to Deliver Options Contracts of Group ID GB11 and IE11

- (1) In the event a Clearing Member fails to transfer shares not covered by Article 15 of Regulation (EU) No. 236/2012 or subscription rights from options contracts with the assigned group IDs GB11 and IE11 (hereinafter referred to as “**shares**” in Number 3.6.7 and Number 3.6.9), Eurex Clearing AG is entitled to repurchase shares of the same kind and number by means of an auction upon expiration of the 5th Business Day. If Eurex Clearing AG has opened an auction according to Sentence 1 by notification of the defaulting Clearing Member, the defaulting Clearing Member is not authorised to transfer the owed shares to Eurex Clearing AG on the day of auction as well as until a written notification of Eurex Clearing AG. Eurex Clearing AG is obliged to publish a maximum price for the auction up to which it is willing to accept bids. The maximum price for the auction results from the settlement price determined by Eurex Clearing AG for the share plus a surcharge of 100 per cent. The obligation of the seller to assign the shares shall be accepted by Eurex Clearing AG instead of fulfilment for the obligation of the defaulting Clearing Member. Upon expiration of the tenth Business Day and the 20th Business Day, Sentence 1 and 2 shall apply accordingly, unless a surcharge has been given and the defaulting Clearing Member has assigned the owed shares until opening of a new auction. In case of a corporate action concerning the shares (“**corporate action**”), Eurex Clearing AG reserves the right to postpone the auction by one Business Day or – due to a justified reason – to determine another Business Day for implementation of the auction (a justified reason being, for instance, if the settlement day of the relevant Settlement Location ends after 15.00 CET).
- (2) Upon beginning of the 21st Business Day after the Business Day agreed upon for assignment, the obligation of the defaulting Clearing Member to assign the owed shares shall expire. Instead of this obligation, a claim of Eurex Clearing AG vis-à-vis the defaulting Clearing Member for payment of a compensation amount (cash settlement) comes into existence. The amount of the compensation payment shall be calculated from the higher price of (i) the settlement price determined by Eurex Clearing AG for the share plus a surcharge of 100 per cent, (ii) the highest purchase price to be paid by Eurex Clearing AG to the defaulting Clearing Member for owed shares or (iii) the highest purchase price to be paid by the non-defaulting Clearing Member to Eurex Clearing AG from the transaction being assigned to the transaction under (ii), respectively multiplied with the according lot size of the owed shares. Eurex Clearing AG shall settle the compensation amount to be paid with the purchase price to be paid for the non-assigned shares.
- (3) In the event a Clearing Member with respect to which Eurex Clearing AG owes the assignment of shares, fails to give the necessary instruction to Euroclear UK &

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Ireland Ltd, the obligation of Eurex Clearing AG for assignment of the owed shares shall expire on the 21st Business Day after the Business Day agreed upon for assignment. Instead of this obligation, an obligation of Eurex Clearing AG to pay a compensation amount to the defaulting Clearing Member comes into existence. Paragraph (2) Sentence 3 and 4 shall apply accordingly with the proviso that the selling price made on the London Stock Exchange or Irish Stock Exchange made during a sale of the shares by Eurex Clearing AG supersedes the settlement price within the meaning of Paragraph (1) Sentence 2 (i).

- (4) If the Clearing Member obliged to assign subscription rights or other rights (hereinafter referred to as “**rights**” in Number 3.6.8) does not assign them prior to expiration of the subscription period, the obligation to assign the rights shall expire. Instead of such obligation, a claim of Eurex Clearing AG for payment of a compensation amount against the defaulting Clearing Member comes into existence. Paragraph (2) Sentence 3 and 4 shall apply accordingly.
- (5) The claim for assignment of shares or rights of a non-defaulting Clearing Member against Eurex Clearing AG from a transaction which has been assigned to a transaction of a defaulting Clearing Member shall expire upon existence of the obligation of the defaulting Clearing Member to pay the compensation amount. Instead of this claim, a claim of the non-defaulting Clearing Member against Eurex Clearing AG for payment of the compensation amount comes into existence.
- (6) The defaulting Clearing Member is obliged to pay an allowance to Eurex Clearing AG for each auction executed according to Paragraph (1) in the amount of 10 per cent of the purchase price of the shares owed at the time of auction, however, at a minimum amount of GBP 225.00 with regard to options contracts with the assigned group ID GB11 and of EUR 250.00 with regard to options contracts with the assigned group ID IE11, and at a maximum amount of GBP 4,500 with regard to options contracts with the assigned group ID GB11 and EUR 5,000.00 with regard to options contracts with the assigned group ID IE11. If a Clearing Member assigns shares to Eurex Clearing AG after exclusion of the performance obligation, the Clearing Member is obliged to pay an allowance for implementation of the reassignment in the amount of GBP 450.00 with regard to options contracts with the assigned group ID GB11 and of EUR 500.00 with regard to options contracts with the assigned group ID IE11 to Eurex Clearing AG. Sentence 2 applies accordingly for the non-defaulting Clearing Member according to Paragraph 2 if – upon existence of the claim for payment of a compensation amount – the Clearing Member has arranged for assignment of shares by Eurex Clearing AG by not deleting the instruction for assignment of shares given to Euroclear UK & Ireland Ltd.
- (7) The right of Eurex Clearing AG to claim further damages shall remain unaffected.

3.6.8 Corporate Actions

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Part 2 Number 2.3 apply *mutatis mutandis*.

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3.6.9 Corporate Actions with Options Contracts with Group ID GB11 and IE11

- (1) If transfer obligations which have not yet been fulfilled and are resulting from options contracts with the assigned group IDs GB11 and IE11, refer to shares with regard to which a corporate actions is made, Eurex Clearing AG shall – within the scope of clearing of such transactions in relation to its Clearing Members – generally settle such actions according to the rules which apply or are applied therefore with Euroclear UK & Ireland Ltd as relevant home market.
- (2) For lack of rules within the meaning of Paragraph (1), shares shall be transferred with the rights and obligations which have existed at the time of conclusion of the transaction.
- (3) If a corporate action results in a change of the type of custody to individual safekeeping, the following provisions shall apply between Eurex Clearing AG and the Clearing Members as contractual parties of the options contract:
 - (a) Eurex Clearing AG discloses its claim for transfer of the shares to be delivered by the Clearing Member obliged to deliver to the Clearing Member which, in turn, has not received delivery from Eurex Clearing AG, in order to enter into an assumption of contract (*befreiende Schuldübernahme* according to Section 414 German Civil Law) with the Clearing Member to whom delivery is to be made in favour of Eurex Clearing AG according to Paragraph (3) (b) to the extent the number of shares to be delivered by the defaulting Clearing Member to Eurex Clearing AG corresponds to the shares to be transferred by Eurex Clearing AG to the Clearing Member that has not received delivery in time.
 - (b) An effective assumption in favour of Eurex Clearing AG according to Paragraph (3) a) does only exist if the two respective Clearing Members have agreed upon a certain number of shares which shall be delivered by the defaulting Clearing Member instead of Eurex Clearing AG to the Clearing Member to whom delivery is to be made and if the standardised agreement for the assumption of the delivery obligation provided by Eurex Clearing AG for such purpose has been legally signed by both Clearing Members and has been submitted to Eurex Clearing AG in case of a change of the type of custody to individual safekeeping (in the following “**Obligation Assumption Agreement**”).
 - (c) As soon as the signed Obligation Assumption Agreement is submitted to Eurex Clearing AG, the obligation of Eurex Clearing AG vis-à-vis the Clearing Member it has to deliver the owed shares to and all secondary obligations being at present or in future in connection with this obligation expire with immediate debt-discharging effect in the amount of the number of shares to be assigned agreed upon by both Clearing Members.
 - (d) For conclusion of such Obligation Assumption Agreement, Eurex Clearing AG herewith authorises the Clearing Member to whom delivery is to be made vis-à-vis the defaulting Clearing Member in its name to waive the claim of Eurex Clearing AG for delivery of the shares in the amount of the number of shares to

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be delivered agreed upon by both Clearing Members as well as all current or future secondary rights related thereto with debt-discharging effect. Chapter V Part 2 Number 2.2.1 Paragraph (7) and Chapter V Part 2 Number 2.2.2 Paragraph (8) do not apply.

- (e) Eurex Clearing AG sets a deadline for both Clearing Members of at maximum ten Business Days within which the Obligation Assumption Agreement may be legally signed by them. In this case, both Clearing Members shall inform Eurex Clearing AG about the conclusion of an assumption until 10 a.m. CET of the Business Day following the last day of the deadline set by Eurex Clearing AG at the latest (foreclosure) by presenting the legally signed Obligation Assumption Agreement to Eurex Clearing AG.
- (f) In case a legally signed Obligation Assumption Agreement of the respective Clearing Members has not been presented to Eurex Clearing AG within the foreclosure according to Paragraph (3) e) Sentence 2, Eurex Clearing AG shall determine a cash settlement with regard to the shares not having been delivered in time by the defaulting Clearing Member with the legal consequence that the fulfilment obligation of the defaulting Clearing Member vis-à-vis Eurex Clearing AG from this non-fulfilled Eurex Transaction expires with debt-discharging effect. Instead, the defaulting Clearing Member is obliged to pay the cash settlement determined by Eurex Clearing AG to Eurex Clearing AG.

The same applies in this case with regard to shares of the same kind owed by Eurex Clearing AG to one or several other Clearing Members to the extent corresponding to the lot size of the shares owed and not having been delivered in time by the defaulting Clearing Member to Eurex Clearing AG from the ~~Eurex transaction~~ [Transaction](#). Chapter V Part 2 Number 2.2.1 Paragraph (7) and Chapter V Part 2 Number 2.2.2 Paragraph (8) do not apply.

- (g) The amount of the cash settlement to be paid by the defaulting Clearing Member to Eurex Clearing AG according to Paragraph (3) f) shall be determined by comparison between the settlement price of the cash settlement determined by Eurex Clearing AG for the respective shares plus a surcharge in the amount of 100 per cent and the highest selling price and the highest purchase price in the relevant Eurex ~~transactions~~ [Transactions](#) respectively deliveries.

The price determined in this way shall be multiplied with the respective number of the shares not having been delivered in time to Eurex Clearing AG and results in the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of the cash settlement.

Eurex Clearing AG shall pay out this amount upon receipt to the other Clearing Member/s who have concluded Eurex Transactions with Eurex Clearing AG according to Paragraph (3) f) Sentence 3.

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- (4) In case of dividend payments with election right ("**scrip dividends**"), the Clearing Member is obliged to choose dividend payments. Eurex Clearing AG is not liable for damages having occurred to the respective Clearing Member or a third party in case of an exercise of the election right by Eurex Clearing AG.
- (5) Eurex Clearing AG shall implement corporate actions for its Clearing Members if the respective assignment obligation resulting from the corporate action cannot be fulfilled in the system of Euroclear UK & Ireland. In this case, Eurex Clearing AG shall inform the respective Clearing Members about the fact that the implementation and settlement of the respective corporate action is made by Eurex Clearing AG according to the instructions of Eurex Clearing AG. The respective Clearing Members are obliged to comply with the instructions of Eurex Clearing AG which the latter gives in the course of the implementation and settlement of the corporate action.
- (6) If a corporate action is implemented by Euroclear UK & Ireland or by Eurex Clearing AG – such corporate action not being regulated by aforementioned provisions – Clearing Members are obliged to assign the concerned shares to Eurex Clearing AG according to the latter's instructions. Eurex Clearing AG shall assign these shares accordingly to the Clearing Members. Sentence 1 and 2 apply accordingly with regard to cash payments which have to be made by Clearing Members due to corporate actions not being regulated in aforementioned provisions.
- (7) If a Clearing Member does not fulfil an obligation incumbent upon it in the course of a corporate action, and if, as a consequence, the corporate action is not executed, Eurex Clearing AG is entitled to transfer its claims vis-à-vis the Clearing Members to the Clearing Members concerned by the non-execution with debt-discharging effect.

3.7 [Deleted]

3.8 Clearing of Index Dividend Options Contracts

The following provisions shall apply to the Clearing of Index Dividend Options contract transactions specified in Number 2.8 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.8.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 2.8 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members shall ensure their ability to effect payments on the due date by having sufficient credit balances on the RTGS Account or euroSIC Account.

3.8.2 Options Premium

The balance of the option premiums (Net Premium) to be paid by the Clearing Members pursuant to Number 2.1.1 of the Contract Specifications for Futures Contracts and

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Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.8.3 Final Settlement Price

The final settlement price of Index Dividend Options Contracts shall be determined by Eurex Clearing AG on the final settlement day (Number 2.8.5 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland) of a contract.

- (1) With respect to EURO STOXX® 50 Index Dividend Options contracts, the value of the total dividend payments calculated in index points during the term of the Index Dividend contracts shall be relevant.
- (2) STOXX Limited shall thereby define, according to its regulations, which dividends are to be included in the calculation of the index. Furthermore, STOXX Limited shall define the amount of the dividend to be considered, the point of consideration of the dividend payment and the conversion of the dividends in index points.
- (3) In case of extraordinary circumstances, especially if, due to technical problems, data of STOXX Limited is not available, or if the determination of a final settlement price is not possible due to other reasons, Eurex Clearing AG may determine the final settlement price by means of another procedure. Such procedure shall, if possible, correspond to the procedure of STOXX Limited.
- (4) If any changes are made in the calculation of an index or its composition or weighting such that the concept of the index or the dividends attributable to it appears to be no longer comparable with the concept that applied when the options contract was admitted to trading, the Management Board of the Eurex Exchange may order the termination of trading in such contract as of the Business Day prior to the change in the respective index. Open positions shall be settled in cash upon the termination of trading. The respective final settlement price shall be relevant.

3.8.4 Margin Requirements

- (1) The following applies in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be the Premium Margin.
- (3) For purposes of calculating the margin requirements for all option series, the net-long positions shall be treated as credit balances.
- (4) In addition to the Premium Margin, the Additional Margin shall apply.

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3.8.5 Cash Settlement

- (1) Exercised and assigned options positions shall be settled by payment of a netting amount which is credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3.
- (2) The cash settlement shall be determined according to the difference between the exercise price of the options series and its final settlement price. The final settlement price shall be determined by the Management Board of the Eurex Exchange on the exercise date of the options series.

3.9 Clearing of Options Contracts on Xetra-Gold®

The following provisions shall apply to the Clearing of Options contract transactions on Xetra-Gold® specified in Number 2.9 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland ("**Eurex Contract Specifications**").

3.9.1 Delivery and Payment Procedures

Physical deliveries and payments are made concurrently and directly between the Clearing Members and Eurex Clearing AG on the second Business Day after the last trading day of the contract (Number 2.9.12 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). This shall also apply if the exercise is not assigned to the grantor until the Business Day following exercise.

Physical deliveries of securities shall be made through a Settlement Location; payments shall be settled via the account specified by such Settlement Location.

Clearing Members must make sure that they are able to effect deliveries and payments by having sufficient deposits in the securities account with the respective Settlement Location and sufficient credit balances in the respective cash accounts.

3.9.2 Option Premium

The balance of the option premiums ("**Net Premium**") to be paid by the Clearing Members according to Number 2.1.1 of the Eurex Contract Specifications and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.9.3 Reference Price

- (1) The reference price shall be the price of the Xetra-Gold®-Bond effected on the closing auction in the Electronic Trading System Xetra® of the Frankfurt Stock Exchange.
- (2) If a price in the underlying security is not effected on the closing auction, the volume-weighted average of the last three "**paid**" prices (*Bezahl-Preise*) of the respective

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underlying security effected in the Electronic Trading System Xetra® of the Frankfurt Stock Exchange shall be authoritative.

- (3) If three prices in the underlying security are also not effected in the Electronic Trading System Xetra® of the Frankfurt Stock Exchange or if the price does not reflect the true market conditions, Eurex Clearing AG shall determine the reference price.

3.9.4 Margin Requirements

- (1) The following conditions shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be the Premium Margin.
- (3) For exercised and assigned positions in Xetra-Gold®-Options, the difference between the price of the respective underlying security and the exercise price shall be relevant.
- (4) If the price so determined does not reflect the risk assessment of Eurex Clearing AG, Eurex Clearing may deviate from the reference price determined pursuant to Number 3.9.3.
- (5) For purposes of calculating the margin requirements for all option series, net-long positions shall be treated as credit balances.
- (6) In addition to the Premium Margin, the Additional Margin shall apply.

3.9.5 Failure to Deliver

In the event that a Clearing Member fails to deliver any securities to be delivered on the delivery date (as per Number 3.9.1) according to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take measures in accordance with Part 2 Number 2.3.5 Paragraph (1).

3.10 Clearing of Commodity Index Options Contracts

The following provisions shall apply to the Clearing of transactions in the Commodity Index Options Contracts specified in Number 2.10 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.10.1 Payment Procedures

All payments shall be made on the Business Day following the final settlement day (Number 2.10.5 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on www.eurexclearing.com).

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3.10.2 Options Premium

The balance of the option premiums (“**Net Premium**”) to be paid by the Clearing Members pursuant to Number 2.1.1 of the Contract Specifications for Futures contracts and Options contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable until such point in time as specified by Eurex Clearing AG on the Business Day following the conclusion of the [Eurex](#) Transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.10.3 Final Settlement Price

The final settlement price of Commodity Index Options Contracts shall be determined by Eurex Clearing AG at the latest on the final settlement day (Number 2.10.5 of the Contract Specifications for Futures Contracts and Options contracts at Eurex Deutschland) of a contract.

- (1) The closing index value calculated by the index provider (Bloomberg) on the last trading day will be used as final settlement price. The closing index value shall be determined on the basis of the individual daily settlement prices of the commodity futures combined in the index.
- (2) If, as a result of a price determination not taking place due to a trading suspension regarding one or more components of the index, due to a holiday or due to other reasons, the determination of the final settlement price pursuant to Paragraph 1 does not take place, the next possible settlement price on one of the trading days before the final settlement day shall be taken as basis for these components.
- (3) In case of extraordinary circumstances, in particular, if, due to technical problems, trading is suspended or if, due to other reasons, a price determination in one or more components of the index does not take place, Eurex Clearing AG may determine the final settlement price in another procedure.
- (4) If the determination of the final settlement price according to Paragraph 1 and 2 cannot be made until the final settlement day, a subsequent adjustment of the final settlement price may be made. Such adjustment results in subsequent obligations to pay.

3.10.4 Margin Requirements

- (1) The following conditions apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be Premium Margin.
- (3) For purposes of calculating the margin requirement for all option series, the net long positions shall be treated as credit balances.
- (4) In addition to the Premium Margin, the ~~Additional~~-[Initial](#) Margin shall apply.

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3.10.5 Cash Settlement

- (1) Exercised and assigned options positions shall be settled by means of a compensating payment credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3.
- (2) The cash settlement shall be equal to the difference between the exercise price of the option series and its final settlement price. The final settlement price shall be determined by the Management Board of the Eurex Exchange on the exercise day of the option series.

3.11 Clearing of Options Contracts and Low Exercise Price Options on Exchange-Traded Commodities Securities

The following provisions shall apply to the Clearing of [Eurex](#) Transactions of Options Contracts on Exchange-Traded Commodities Securities (“**ETC Options**”) and Low Exercise Price Options (“**LEPOs**”) on Exchange Traded Commodities Securities (ETC Options) which have been specified in Number 2.11 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.11.1 Delivery and Payment Procedures

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG on the second Business Day after the exercise day of the option with respect to ETC options or LEPOs respectively.

This shall also apply if the exercise is not assigned to the writer until the Business Day following exercise. Physical deliveries of securities shall be made through a Settlement Location, and payments shall be made through the account specified by such Settlement Location.

Each Clearing Member and Eurex Clearing AG must ensure that the dispositions on single-business basis which are necessary for fulfilment of the [Eurex](#) Transactions can be processed in the Gross Delivery Management pursuant to Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) or in an according securities transfer system used for settlement of [Eurex](#) Transactions on the Business Day on which the delivery notice is given. All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective Settlement Location and credit balances in the respective cash accounts.

3.11.2 Option Premium

The balance of the option premiums (“**Net Premium**”) to be paid by the Clearing Members pursuant to Number 2.1.1 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

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3.11.3 Reference Price

- (1) The reference price of ETC Options contracts or LEPOs, the underlying securities of which are traded in the electronic trading system of the London Stock Exchange, shall be the price of the respective underlying security effected on the closing auction in the electronic trading system of the London Stock Exchange.
- (2) If no price in the underlying security is effected on the closing auction, the volume-weighted average of the last three "paid" prices (*Bezahl-Preise*) of the respective underlying security effected in the electronic trading system of the respective Stock Exchange shall be authoritative.
- (3) If three prices in the underlying security are not effected in the electronic trading system of the respective reference market or if the price does not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price at its equitable discretion.

3.11.4 Margin Requirement

- (1) The following conditions shall apply in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type shall be Premium Margin.
- (3) For exercised and assigned positions in ETC Options or LEPOs, the difference between the price of the respective underlying security and the exercise price shall be authoritative.
- (4) If the price so determined does not reflect the risk assessment of Eurex Clearing AG, Eurex Clearing may deviate from the reference price determined pursuant to Number 3.11.3.
- (5) For purposes of calculating the margin requirement for all option series, net long positions shall be treated as credit balances.
- (6) In addition to the Premium Margin, the ~~Additional~~ Initial Margin shall apply.

3.11.5 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 3.11.1) and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the following measures in application of the provisions pursuant to Number 3.6.7. In such a case, Number 3.6.7 Paragraph (6) shall apply, provided that:

- (1) the defaulting Clearing Member shall be obligated to pay to Eurex Clearing AG for any auction performed pursuant to Number 3.6.7 Paragraph (1) an expense allowance in the amount of 10 per cent of the purchase price of the commodities securities owed at the time of the auction, however no less than USD 350.00 at minimum and not exceeding USD 7,000.00 at maximum;

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- (2) a Clearing Member transferring commodities securities to Eurex Clearing AG after the obligation to deliver has been excluded shall be under the obligation to pay to Eurex Clearing AG an expense allowance in the amount of USD 700.00 for the retransfer to be performed.

3.11.6 Corporate Actions

- (1) If transfer obligations which have not yet been fulfilled and are resulting from Options Contracts on Exchange-Traded Commodities, refer to underlyings with regard to which a corporate actions is made, Eurex Clearing AG shall – within the scope of the Clearing of such transactions in relation to its Clearing Members – generally settle such actions according to the rules which apply or are applied therefore with Euroclear UK & Ireland Ltd as relevant home market.
- (2) For lack of rules within the meaning of Paragraph (1), Exchange-Traded Commodities shall be assigned with the rights and obligations which have existed at the time of conclusion of the [Eurex](#) Transaction.
- (3) Eurex Clearing AG shall implement corporate actions for its Clearing Members if the respective assignment obligation resulting from the corporate action cannot be fulfilled in the system of Euroclear UK & Ireland. In this case, Eurex Clearing AG shall inform the respective Clearing Members about the fact that the implementation and settlement of the respective corporate action is made by Eurex Clearing AG according to the instructions of Eurex Clearing AG. The respective Clearing Members are obligated to comply with the instructions of Eurex Clearing AG which the latter gives in the course of the implementation and settlement of the corporate action.
- (4) If a corporate action is implemented by Euroclear UK & Ireland or by Eurex Clearing AG – such corporate action not being regulated by aforementioned provisions – Clearing Members are obligated to assign the concerned underlyings to Eurex Clearing AG according to the latter's instructions. Eurex Clearing AG shall assign these Exchange-Traded Commodities accordingly to the Clearing Members. Sentence 1 and 2 apply accordingly with regard to cash payments which have to be made by Clearing Members due to corporate actions not being regulated in the aforementioned provisions.
- (5) If a Clearing Member does not fulfil an obligation incumbent upon it in the course of a corporate action, and if, as a consequence, the corporate action is not executed, Eurex Clearing AG is entitled to transfer its claims vis-à-vis the Clearing Members to the relevant Clearing Members by the non-execution with debt-discharging effect.

3.12 Clearing of FX-Options Contracts

The following provisions shall apply to the Clearing of FX Options contracts specified in Number 2.12 of the Eurex Contract Specifications.

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3.12.1 Delivery and Payment Procedures

All payments in respect of FX Options contracts shall be settled directly between each Clearing Member and Eurex Clearing AG on the settlement day (Number 2.12 of the Eurex Contract Specifications) via CLS. Part 2 Number 2.18.1 Paragraphs (2) and (3) shall apply accordingly.

3.12.2 Option Premiums

The balance of the option premiums (Net Premium) to be paid by a Clearing Member pursuant to Number 2.1.1 of the Eurex Contract Specifications and to be reimbursed by Eurex Clearing AG shall be payable at the time specified by Eurex Clearing AG on the Business Day following the conclusion of the [Eurex](#) Transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.12.3 Final Settlement Price

The final settlement price of an FX Options contract shall be determined by Eurex Clearing AG on the final settlement day (Number 2.12.5 of the Eurex Contract Specifications) of the contract. The final settlement price of the corresponding expiring FX Futures contract shall be relevant for the FX Options contract. In extraordinary circumstances, in particular if trading is interrupted due to technical problems or if the price cannot be determined due to other reasons, Eurex Clearing AG may determine the final settlement price by means of a different procedure.

3.12.4 Margin Requirements

In addition to the margin requirements pursuant to Part 1 Number 1.2, the following provisions apply:

- (1) The applicable Margin Type shall be the Premium Margin. In addition to the Premium Margin, the Additional Margin shall apply.
- (2) For purposes of calculating the margin requirement for all option series, the net long positions in FX Options contracts shall be treated as credit balances.

3.12.5 Failure to Pay

- (1) If a [Eurex](#) Transaction cannot be settled within CLS due to the fact that a Clearing Member (i) does not provide sufficient funding on its CLS Account to cover the currency amount payable by it in respect of a [Eurex](#) Transaction on the settlement day (as per Number 3.12.1) or (ii) fails to match a corresponding settlement instruction in accordance with the CLS procedures by 23.00 CET on the Business Day immediately prior to the settlement day, and the Clearing Member's failure to settle a [Eurex](#) Transaction cannot be attributed to a Termination Event in respect of this Clearing Member, Eurex Clearing AG shall be entitled to take the same measures as set out in Part 2 Number 2.18.4.

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- (2) The provisions on contractual penalties, costs and damages set out in Part 2 Number 2.18.4 shall apply accordingly.

3.12.6 Specific Provisions for Interim Participation

In the case that ~~a Non-Clearing Member~~ an ICM Client has been admitted by Eurex Clearing AG as an Interim Participant pursuant to Chapter I Part 3 Subpart A Number 11 in respect of FX Options contracts that are Covered Transactions, Part 2 Number 2.18.5 shall apply accordingly.

3.13 Clearing of Options Contracts on Volatility Index Futures Contracts

The following provisions shall apply to the ~~clearing of transactions~~ Clearing of Eurex Transactions on the following Options Contracts on Volatility Index Futures Contracts:

Options Contracts on VSTOXX® Futures Contracts according to Number 2.13 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland.

3.13.1 General Regulations

The clearing of Options Contracts on Volatility Index Futures Contracts is subject to the following rules up to the assignment of the exercised option pursuant to the requirements applicable for the clearing of options contracts, in line with the opening of the futures position pursuant to the requirements for the clearing of futures contracts.

3.13.2 Option Premium

The balance of the option premiums (“**Net Premium**”) pursuant to Number 3.1 Paragraph (5) to be paid by the Clearing Members and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Business Day following the conclusion of the ~~transaction~~ Eurex Transaction, but generally prior to the commencement of trading at Eurex Deutschland on such Business Day.

3.13.3 Daily Settlement prior to Exercise

- (1) For each Options contract, profits and losses arising out of open positions on any Business Day will be determined at the end of the Post-Trading Period. For open positions from the previous Business Day, the amount to be debited or credited shall equal the difference between the daily settlement prices of the contract in question on the relevant Business Day and on the previous Business Day. For ~~transactions~~ Eurex Transactions on the relevant Business Day, the amount to be credited or debited shall equal the difference between the price at which the ~~transaction~~ Eurex Transaction was concluded and the daily settlement price of the contract for such Business Day.

The determined profit or loss amount on any Business Day shall be the Variation Margin Requirement or Segregated Variation Margin Requirement and/or any Redelivery Amount, as the case may be (each as defined in Chapter I Part 2 Subpart

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A Number 5, Chapter I Part 3 Subpart A Number 6 or Subpart B Number 5 or Chapter I Part 4 Number 7, as applicable).

- (2) Paragraph (1) shall apply to the legal relationship between Clearing Members and their ~~relevant Non-Clearing Members~~ respective ICM Clients *mutatis mutandis*.

3.13.4 Margin Requirements prior to Exercise

- (1) The following applies in addition to the relevant basic provisions on margin requirements set out in Chapter I.
- (2) For all options series, the Additional Margin shall apply.

3.13.5 Procedure for Exercise of Options

- (1) With respect to an Exchange Participant that exercises a call option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of the respective option, open a corresponding long position in the underlying Futures contract with the stipulated exercise price.
- (2) With respect to an Exchange Participant to which the exercise of a call option is assigned, Eurex Clearing AG shall open a corresponding short position in the underlying Futures contract with the stipulated exercise price.
- (3) With respect to an Exchange Participant that exercises a put option, Eurex Clearing AG shall, subsequent to the Post-Trading Period on the exercise day of such option, open a corresponding short position in the underlying Futures contract with the stipulated exercise price.
- (4) With respect to an Exchange Participant to which the exercise of a put option is assigned, Eurex Clearing AG shall open a corresponding long position in the underlying Futures contract with the stipulated exercise price.
- (5) With respect to an Exchange Participant of the Eurex Exchange which are no Clearing Members, Chapter I Part 1 Number 1.2.2 Paragraph (1) (b) applies.

3.13.6 Futures Position

- (1) Unless otherwise provided below, the provisions of Part 2 Numbers 2.6 and 2.1.4 shall apply for the futures position opened in accordance with Number 3.13.5.
- (2) Notwithstanding Part 2 Number 2.1.2, the following shall apply:

The difference between the exercise price of the exercised and assigned option and the daily settlement price of the underlying futures contract on the exercise day shall be settled in cash. The amount of such cash settlement shall be credited to or debited from the internal cash account of the Clearing Member pursuant to Chapter I Part 1 Number 4.3.

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Part 4 Clearing of Off-Book Trades

The following provisions shall apply to the Clearing of transactions for the contracts resulting from off-book trading and specified in Number 4.3 of the Conditions for Trading at Eurex Deutschland ("Eurex Trading Conditions") and Number 3.2 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland ("**Eurex Contract Specifications**"),

4.1 General Conditions

Eurex Clearing AG will carry out the clearing of Eurex Off-Book Trades according to Number 4.3 of the Eurex Trading Conditions and Number 3.2 of the Eurex Contract Specifications for the following trade types:

- Block Trades
- Exchange for Physicals for Financials („EFP-F“),
- Exchange for Physicals for Index-Futures/FX-Futures (“EFP-I“),
- Exchange for Swaps ("EFS“),
- Vola Trades
- Trade-at-Market-(TAM) Trade

The provisions in Chapter I and Parts 1 to 3 shall apply for the clearing of specific types of Eurex Off-Book Trades, unless otherwise provided in this Part 4. For Alternative Contract Specifications according to Number 3.2.1 of the Eurex Contract Specifications, the requirements pursuant to Number 4.2 shall apply.

4.1.1 Conclusion of Transactions

Eurex Off-Book Trades between Eurex Clearing AG and a Clearing Member (and, as applicable, between ~~the a~~ Clearing Member and ~~a Non-Clearing Member~~[an ICM Client under the ICM-ECD Provisions](#)) are concluded in accordance with Chapter I Part 1 Number 1.2.2 Paragraph (1).

4.1.2 Assignment of Transactions and Positions

For Eurex Off-Book Trades, Part 1 Number 1.3.3 shall apply additionally with regard to the assignment of transactions and positions.

4.1.3 Accountability

If ~~transactions~~[Eurex Transactions](#) or positions were transferred to other Clearing Members ~~or Non-Clearing Members~~, the relevant ~~Clearing Member or Non-Clearing~~

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Member is subject to the requirements stipulated in Number 4.6 of the Conditions for Trading at Eurex Deutschland.

4.2 Clearing of Alternative Contract Specifications

4.2.1 Inclusion of Alternative Contract Specifications in the Clearing

For Alternative Contract Specifications in accordance with Number 3.2.1 of the Eurex Contract Specifications it is possible to trade contracts that deviate from the contracts in Part 2 for Futures Contracts and Part 3 for Options Contracts with regards to the exercise type, the type of fulfilment and the terms, provided that such trading has been admitted in the table presented in Number 3.2.1 of the Eurex Contract Specifications. Contracts mentioned in Number 3.2.1 of the Eurex Contract Specifications shall be accepted under the specified Clearing modalities of Eurex Clearing AG.

4.2.2 Physical Delivery, Cash Settlement

- (1) In case of Alternative Contract Specifications in accordance with Number 3.2.1 of the Contract Specifications to be fulfilled by physical delivery, all matching payments shall be settled with physical delivery directly between the Clearing Member and Eurex Clearing AG. Apart from that, the provisions for the physical delivery of the respective standard contract shall be applied accordingly.
- (2) In case of Alternative Contract Specifications in accordance with Number 3.2.1 of the Contract Specifications to be fulfilled by a compensating payment („**Cash Settlement**“), the final settlement price and the reference price shall be determined according to the provisions in Number 4.2.3 below.

4.2.3 Final Settlement Price, Reference Price

- (1) For Alternative Contract Specifications in accordance with Number 3.2.1 of the Contract Specifications, where the final settlement day is identical with the final settlement day of the respective standard contract, the final settlement price or the reference price (for Alternative Contract Specifications for Options contracts on (i) Shares of Exchange Traded Funds, (ii) Low Exercise Price Options on Shares, (iii) Low Exercise Price Options on Exchange Traded Commodities, as well as for Alternative Contract Specifications on Xetra Gold® Options Contracts) shall be determined by Eurex Clearing AG in accordance with the applicable provisions for the calculation of the final settlement price or the reference price of the respective standard contract in accordance with Part 2 (for Futures Contracts) or Part 3 (for Options Contracts) of this Chapter II.
- (2) In case of Alternative Contract Specifications in accordance with Number 3.2.1 of the Contract Specifications, where the final settlement day is determined by way of derogation from the final settlement day of the respective standard contract, Eurex Clearing AG shall determine the final settlement price or the reference price as follows:

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- a. Alternative Contract Specifications for Futures Contracts
- aa) In case of Alternative Contract Specifications for Index-Futures Contracts (except for MSCI Indices and the STOXX® Global Select Dividend 100 Index) to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the closing value of the underlying index on the respective, individually determined final settlement day.
- bb) In case of Alternative Contract Specifications for Index-Futures Contracts on MSCI Indices and the STOXX® Global Select Dividend 100 Index to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the closing value of the underlying index on the trading day preceding the final settlement day.
- cc) In case of Alternative Contract Specifications for Futures Contracts on Exchange Traded Fund Shares to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the price of the underlying on the respective, individually determined final settlement day. Apart from that, Part 2 Number 2.5.2 shall be applied accordingly.
- dd) In case of Alternative Contract Specifications for Futures Contracts on shares to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the official closing price of the share on the respective, individually determined final settlement day. Apart from that, Part 2 Number 2.7.2 shall be applied accordingly.
- ee) In case of Alternative Contract Specifications for Commodity Index Futures Contracts to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the closing price of the underlying index on the trading day preceding the individually determined final settlement day. Apart from that, Part 2 Number 2.11.2 shall be applied accordingly.
- ff) In case of Alternative Contract Specifications for Xetra-Gold® Futures Contracts to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the price for the Xetra-Gold®-Bond effected on the closing auction in the electronic trading system Xetra® of the Frankfurter Wertpapierbörse.
- b. Alternative Contract Specifications for Options Contracts
- aa) In case of Alternative Contract Specifications for Index Options Contracts (except for MSCI Indices and the STOXX® Global Select Dividend 100 Index) to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the closing value of the

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underlying index on the respective, individually determined final settlement day.

- bb) In case of Alternative Contract Specifications for Index Options Contracts on MSCI Indices and the STOXX® Global Select Dividend 100 Index to be fulfilled by means of Cash Settlement, the final settlement price shall be determined in accordance with the closing value of the underlying index on the trading day preceding the respective, individually determined final settlement day.
 - cc) In case of Alternative Contract Specifications for Options Contracts on Exchange Traded Fund Shares to be fulfilled by means of Cash Settlement, the reference price shall be determined in accordance with the indicative Net Asset Value of the underlying, as announced by the respective index provider at close of trading on the respective, individually determined final settlement day.
 - dd) In case of Alternative Contract Specifications for Low Exercise Price Options on Shares to be fulfilled by means of Cash Settlement, the reference price shall be determined in accordance with the official closing price of the share on the respective, individually determined final settlement day. Apart from that, Part 3 Number 3.6.3 shall be applied.
 - ee) In case of Alternative Contract Specifications for Options Contracts on Xetra Gold® to be fulfilled by means of Cash Settlement, the reference price shall be determined in accordance with the price for the Xetra-Gold®-Bond effected on the closing auction in the electronic trading system Xetra® of the Frankfurter Wertpapierbörse on the individually determined final settlement day. Part 3 Number 3.9.3 shall be applied accordingly.
- (3) In case the determination of a final settlement price or of a reference price of a contract pursuant to Number 4.2.2 Paragraph (1) or Number 4.2.2 Paragraph (2) is not possible or if the final settlement price or reference price so determined did not reflect the true market conditions, Eurex Clearing AG may determine the final settlement price or the reference price at its equitable discretion.

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

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Preamble

This Chapter IV forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter IV.

Chapter I together with this Chapter IV and all references to other Chapters or Annexes of the Clearing Conditions shall apply ~~for to~~ (i) all Clearing Members with a respective Clearing License, ~~and~~ their ~~Non-Clearing Members, Registered Customers and~~ ICM Clients, (ii) all Basic Clearing Members, (iii) all holders of a Specific Repo License and (iv) all Interim Participants (if applicable).

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Part 1 General Provisions

- (1) If and to the extent that the Clearing of Transactions concluded through the System of Eurex Repo GmbH (Part 2 Number 2.1) has been agreed upon between Eurex Clearing AG and Eurex Repo GmbH (in the following “**Eurex Repo Transactions**”) or the Clearing of Transactions concluded through the System of another multilateral trading facility (in the following “**Original MTF Repo Transactions**”) has been agreed upon between Eurex Clearing AG and the respective multilateral trading facility or other, equivalent regulations have been reached, the provisions set forth in Chapter I shall also apply to the ~~clearing~~-Clearing of Eurex Repo Transactions and Original MTF Repo Transactions, to the extent that the following rules do not provide otherwise.

Any Original MTF Repo Transaction which has been novated in accordance with Part 2 Number 2.1.2 and any Eurex Repo Transaction shall hereinafter be referred as a “**Repo Transaction**”.

- (2) The Clearing Conditions incorporate by reference the Terms and Conditions for Participation and Trading on Eurex Repo GmbH (*Geschäftsbedingungen für die Teilnahme und den Handel an der Eurex Repo GmbH*) with respect to the Clearing of Transactions concluded on Eurex Repo GmbH pursuant to this Chapter IV in their German version and as amended from time to time.
- (3) The information statement in Annex 12 in accordance with Article 15 of the Regulation on transparency of securities financing transactions and of reuse (Regulation (EU) 2015/2365) is applicable to Eurex Clearing AG and holders of a Clearing License or a Specific License for Repo and GC Pooling ~~transactions~~-Repo Transactions and which are or will be cleared by Eurex Clearing AG and which contain a collateral transfer by way of a title transfer collateral arrangement.

1.1 Clearing Licenses

1.1.1 Granting of Clearing Licenses

A Clearing License or Basic Clearing Member Clearing License is required in order to participate in the Clearing of Repo Transactions; Eurex Clearing AG shall grant such Clearing License or Basic Clearing Member Clearing License upon written application. For the avoidance of doubt, this Clearing License or Basic Clearing Member Clearing License does not relate to the Clearing of Securities Lending Transactions (regardless of whether these have been executed through the systems of Eurex Repo GmbH or another multilateral trading facility), which are subject to a separate Clearing License for the ~~clearing~~-Clearing of Securities Lending Transactions pursuant to Chapter IX.

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1.1.2 Prerequisites for Clearing Licenses

- (1) With regard to the prerequisites to be fulfilled within the scope of granting of the Clearing License, Chapter I Part 1 Numbers 2.1.1 to 2.1.3 apply. With regards to the prerequisites to be fulfilled within the scope of granting of the Basic Clearing Member Clearing License, Chapter I Part 6 Numbers 2.1.1 to 2.1.2 apply.
- (2) The applicant shall meet the following additional requirements:
 - (a) Evidence of technical connection to the systems of Eurex Clearing AG,
 - (b) in the event of participation in the clearing for GC Pooling ~~Repo-repo~~ transactions (each a "GC Pooling Repo Transaction"), of the participation admission and technical connection to the Collateral Management System Xemac of Clearstream Banking AG ("**Xemac**"), including the possibility of participation in the international Collateral Management, i.e.
 - aa) either via own participation authorisation in Xemac,
 - bb) via a respective agreement with another settlement institute which is authorised to participate in Xemac, or
 - cc) in case of Basic Clearing Members only, via their Clearing Agent.
- (3) The applicant shall – insofar as it intends to use the Gross Delivery Management service (Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e)) also optionally offered by Eurex Clearing AG vis-à-vis Clearing Members, Basic Clearing Members and settlement institutions (Chapter I Part 1 Number 2.1.2 Paragraph (7)) in connection with the implementation of the ~~clearing-Clearing~~ of Repo Transactions – provide evidence of a technical and functional connection to the respective interface of the technical systems used by Eurex Clearing AG pursuant to the specifications set forth by Eurex Clearing AG.

1.2 Provision of Margin

- (1) In connection with GC Pooling Repo ~~transactions~~Transactions, the determination of the margin requirement (including the Additional Margin), with regard to the securities assigned within the scope of the Front Leg, also in case of cross-border collateral provision, shall be calculated directly by Xemac. During the calculation, Xemac shall, according to the provisions of the Special Conditions for Collateral Management ("**SC Xemac**"), consider the respective currency in which the underlying transaction has been concluded. Also, the securities admissible as securities serving as collateral in connection with the delivery of GC Pooling Repo ~~transactions~~Transactions shall be determined by Xemac on the basis of the Special Conditions for SC Xemac. Other than described in Sentence 1, Eurex Clearing AG may demand that, in excess of the margin requirement calculated by Xemac, Additional Margin has to be provided in accordance with the calculation method published pursuant to Chapter I Part 1 Number 3.1.8. The possibility of requiring additional Margin pursuant to Chapter I Part 1 Number 3.3 together with Chapter I

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Part 2 Subpart A Number 4.2 or Chapter I Part 3 Subpart A Number 5.3 or additional Basic Clearing Member Margin in accordance with Chapter I Part 6 Number 7.3, in particular for collateralisation of exchange rate risks in case of foreign currency transactions, remains unaffected. This in particular applies for the collateralisation of exchange rate risks in case of foreign currency transactions and as well for the delivery of securities as collateral which qualify as own issues in the meaning of the Terms and Conditions for Participation and Trading on Eurex Repo GmbH ("**GTC's Repo**") in relation to the Clearing Member or Basic Clearing Member. With regard to securities which become own issues during the term of the Transaction, this provision applies also. The Clearing Members or Basic Clearing Members are obliged to refrain from provisioning of such own securities as collateral. For the provision respectively collection of Margin, the provisions of Chapter I Part 1 Number 3.2 together with Part 2 Subpart A Number 4, Subpart B Number 5 and Subpart C Number 6 or Part 3 Subpart A Number 5 and Subpart B Number 4 apply or in case of Basic Clearing Member Margin, Chapter I Part 6 Number 7 apply.

- (2) With regard to GC Pooling Equity Repo transactions, Eurex Clearing AG shall – in deviation to Paragraph (1) Sentence 3 – define a list of equities included in the DAX[®], EURO STOXX 50[®], AEX[®] and CAC 40[®] which are eligible as securities serving as collateral ("**eligibility list**") and shall review and update - if necessary - such list on a daily basis. The equities are admitted to this list in accordance with a catalogue of criteria which takes into account the turnover volumes and risk aspects. Irrespective of the regular review, Eurex Clearing AG shall – due to risk management reasons – be entitled at any time to exclude individual securities from the eligibility list. The effective eligibility list will be made available in Xemac on a daily basis.

Regarding the selection of securities serving as collateral to be transferred from the GC Pooling Equity Basket, concentration limits of Eurex Clearing AG shall apply and will be made public in Xemac.

To the extent a Clearing Member or Basic Clearing Member which has available an insufficient amount of eligible securities serving as collateral for the GC Pooling Equity Basket is instead allowed to transfer ownership of securities eligible for the GC Pooling ECB Basket, the rules for settlement of GC Pooling ECB Basket Repo transactions shall apply to such securities serving as collateral.

- (3) In addition to the provisions of Paragraph 1 and 2, the provisions of Chapter I Part 1 Number 3 together with Part 2 Subpart A Number 4, Subpart B Number 5 and Subpart C Number 6 or Part 3 Subpart A Number 5, Subpart B Number 4 and Chapter I Part 6 Number 7 shall apply with regard to the basic principles of the margin requirement and – unless aforementioned paragraphs state otherwise – the obligation to provide margin. The provisions of Paragraph (1) Sentence 4 – 10 apply to Special and GC Repo accordingly. In the case securities collateral are qualified as own issues after the settlement of the Front Leg, Eurex Clearing may apply an adequate haircut to cover a higher liquidation risk for Eurex Clearing AG. No automatic substitution is processed.

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1.3 Set-off Procedure

For the avoidance of doubt, a set-off of claims in accordance with Chapter I Part 1 Number 1.3 shall also be possible between claims resulting out of Eurex Repo Transactions and MTF Repo Transactions.

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Part 2 Clearing of Repo Transactions

2.1 Repo Transactions

- (1) A Repo Transaction is a purchase/sale of securities and their simultaneous forward re-purchase/re-sale. Thus, such transaction is a combination of a purchase agreement ("**Front Leg**") with simultaneous re-purchase agreement ("**Term Leg**") of securities of the same type and category at a certain point in time.
- (2) Eurex Clearing AG will realise the settlement or clearing of Repo Transactions to the extent that the underlying securities of the respective Repo Transaction are settled by Eurex Clearing AG and the respective Settlement Location and that the prerequisites pursuant to this Number 2.1 are fulfilled.

2.1.1 Inclusion of Eurex Repo Transactions into Clearing by Open Offer or by Novation

- (1) Eurex Clearing AG shall determine in consultation with Eurex Repo GmbH which kind of Eurex Repo Transactions or securities underlying these Eurex Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the website of Eurex Clearing AG (www.eurexclearing.com), as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo ~~transactions~~[Transactions](#), the notification for included securities shall be carried out in Xemac.
- (2) Eurex Repo Transactions shall be included in the Clearing by way of open offer or by way of novation in accordance with the Terms and Conditions for Participation and Trading on Eurex Repo GmbH.

2.1.2 Inclusion of Original MTF Repo Transactions into Clearing by Novation

- (1) Eurex Clearing AG shall determine in consultation with the respective multilateral trading facility which kind of Original MTF Repo Transactions or securities underlying these Original MTF Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the website of Eurex Clearing AG (www.eurexclearing.com), as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo ~~transactions~~[Transactions](#), the notification for included securities shall be carried out in Xemac.
- (2) The Clearing Member agrees that upon acceptance of an Original MTF Repo Transaction for inclusion in the Clearing by Eurex Clearing AG based on the data and information of the Original MTF Repo Transaction transmitted by the multilateral trading facility to Eurex Clearing AG, transactions will be concluded between Eurex Clearing AG in its capacity as seller or buyer, as applicable, and the respective

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Clearing Member by way of novation subject to, and in accordance with, Chapter I Part 1 Number 1.2.2 (2) and the following provisions.

- (3) Original MTF Repo Transactions have to be transmitted to Eurex Clearing AG in a standardised form by the respective multilateral trading facility accepted by Eurex Clearing AG which will provide information and notices regarding such transactions to Eurex Clearing AG.

Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the multilateral trading facility's duties and obligations vis-à-vis the Clearing Members. Eurex Clearing AG assumes no liability to the Clearing Members for any act or failure to act by the multilateral trading facility vis-à-vis the Clearing Members in connection with any information or notices received by Eurex Clearing AG or given to the Clearing Members via the multilateral trading facility, as the case may be.

- (4) Eurex Clearing AG may reject (i.e. not accept) Original MTF Repo Transactions for inclusion in the Clearing, if the following conditions have not been complied with:
- (a) Original MTF Repo Transactions are entered into the system of Eurex Clearing AG in accordance with Number 2.1.2 (1) above and comply with the requirements for Repo Transactions set out in this Chapter IV and the other formal requirements as defined by Eurex Clearing AG from time to time,
 - (b) each counterparty (other than Eurex Clearing AG) to an MTF Repo Transaction resulting from the novation is a Clearing Member of Eurex Clearing AG, and
 - (c) the Clearing License of the involved relevant Clearing Member is not suspended and a Termination Date has not occurred with respect to the relevant involved Clearing Member.
- (5) The MTF Repo Transactions resulting from the novation shall be established with the agreed terms set out in the respective information received by Eurex Clearing AG from the relevant Clearing Members via the multilateral trading facility (such information, as amended from time to time and accepted by Eurex Clearing AG, the "**Repo Information**"). To the extent the rules of the multilateral trading facility so provide, the relevant Clearing Members may, during the term of MTF Repo Transactions, at any time agree on an amendment of the Repo Information. The relevant MTF Repo Transactions shall be amended accordingly, provided that Eurex Clearing AG is entitled to reject such amendment.
- (6) Following the conclusion of MTF Repo Transactions by way of novation pursuant to this Number 2.1.2, Eurex Clearing AG will on the same Business Day send corresponding confirmations to the respective Clearing Members.
- (7) The Clearing Member shall check without undue delay all reports and other communications from Eurex Clearing AG received by it via the multilateral trading facility.

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The Clearing Member shall inform Eurex Clearing AG without undue delay of any errors or omissions by the multilateral trading facility that become apparent from such checks.

2.2 General Provisions

- (1) For the settlement of Repo Transactions, Chapter I Part 1 Number 1.2.5 and 1.4 applies, unless otherwise provided in Paragraph 2. With regard to the securities admitted to delivery of GC Pooling Repo ~~transactions~~ Transactions, the participating Clearing Members and Basic Clearing Members shall receive a report on the available assets respectively held in their depositories.
- (2) With respect to the procedure for delivery and payment resulting from Repo Transactions, the following provisions shall apply in addition to Chapter I Part 1 Number 1.2.5 and 1.4:

(a) Purchase Agreement (Front Leg):

All physical deliveries and payments shall be concurrently performed between the Clearing Member or Basic Clearing Member obliged to deliver and Eurex Clearing AG, and, accordingly, between Eurex Clearing AG and the Clearing Member or Basic Clearing Member which is to receive delivery on the agreed delivery day of the Front Leg. Physical deliveries shall be made through a Settlement Location, and payments shall be made through the corresponding account determined by such Settlement Location.

(b) Repurchase Agreement (Term Leg):

All physical deliveries and payments shall be concurrently performed between the Clearing Member or Basic Clearing Member obliged to deliver and Eurex Clearing AG, and, accordingly, between Eurex Clearing AG and the Clearing Member or Basic Clearing Member which is to receive delivery on the agreed delivery day of the Term Leg. Physical deliveries shall be made through a Settlement Location, and payments shall be made through the corresponding account determined by such Settlement Location.

(c) Physical Deliveries:

Eurex Clearing AG shall, with respect to the possession of the securities delivered to it pursuant to Paragraph (2) a) and b), act as an intermediary of the Clearing Members or Basic Clearing Members which are obliged to deliver in order to subsequently deliver such securities to the Clearing Members or Basic Clearing Members which are to receive delivery. With respect to the settlement of transactions concluded by Clearing Members or Basic Clearing Members, the transfer of ownership in respect of the securities to be delivered will thus be performed directly between the Clearing Members or Basic Clearing Members involved.

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(d) Delivery and payment with regard to GC Pooling ~~transactions~~[Repo Transactions](#):

In case of GC Pooling Repo ~~transactions~~[Transactions](#), the delivery instructions regarding existing delivery- and payment obligations shall be given by Eurex Clearing AG on basis of the securities to be delivered; such securities shall be selected by Xemac of pursuant to the SB Xemac and additional contracts for the international Collateral Management in their current version. An obligation to grant authorisation within the meaning of Chapter I Part 1 Number 1.4.2 Paragraph (6) also exists with regard to the execution of an exchange (“**substitution**”) of securities assigned in connection with a GC Pooling Repo ~~transaction~~[Transaction](#).

For the procedure regarding deliveries and payments pursuant to Paragraph (1), the following deviating provisions apply:

The transfer of ownership regarding the securities to be delivered between the Clearing Members or Basic Clearing Members and Eurex Clearing AG, and vice versa, shall be carried out, depending on the account relevant for such transfer, pursuant to German law or pursuant to the laws of the Grand Duchy of Luxembourg and pursuant to the additional contracts having been used as basis by the parties. The provision of Chapter I Part 1 Number 1.4.2 Paragraph (4) and (7) applies with the provision that the payment is settled via the account of the Clearing Member or Basic Clearing Member which is determined for settlement in the currency of the underlying transaction.

For the purpose of this Chapter IV, “**Target Settlement Time**” shall mean the time until which any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG for the relevant day of performance.

(aa) Target Settlement Times for GC Pooling ~~transactions~~[Repo Transactions](#):

With regard to GC Pooling ~~transactions~~[Repo Transactions](#) settled in Euro (“**EUR**”) on a Business Day other than the trade date, the Target Settlement Time shall be 10:45 hours (Frankfurt am Main time). With regard to GC Pooling [Repo](#) Transactions, which are settled in EUR and whose trade date equals the settlement date of the Front Leg, the Target Settlement Time shall be 30 minutes after the conclusion of the GC Pooling [Repo](#) Transaction.

With regard to GC Pooling ~~transactions~~[Repo Transactions](#) settled in U.S. Dollar (“**USD**”) on a Business Day other than the trade date, the Target Settlement Time shall be 15:00 (Frankfurt am Main time). With regard to GC Pooling [Repo](#) Transactions, which are settled in USD and whose trade

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date equals the settlement date of the Front Leg, the Target Settlement Time shall be

- for Transactions which are concluded until 14:30 (Frankfurt am Main time) 15:00 (Frankfurt am Main time), and
- for Transactions which are concluded after 14:30 (Frankfurt am Main time), there is a fulfilment no later than 30 minutes after the conclusion of the GC Pooling [Repo](#) Transaction.

With regard to GC Pooling ~~transactions~~ [Repo Transactions](#) settled in Swiss Franc (“CHF”) on a Business Day other than the trade date, the Target Settlement Time shall be 13:45 hours (Frankfurt am Main time). With regard to GC Pooling [Repo](#) Transactions, which are settled in CHF and whose trade date equals the settlement date of the Front Leg, the Target Settlement Time shall be no later than 30 minutes after the conclusion of the GC Pooling [Repo](#) Transaction.

With regard to GC Pooling ~~transactions~~ [Repo Transactions](#) settled in currencies other than EUR, USD or CHF on a Business Day other than the trade date, the Target Settlement Time shall be 11:30 (Frankfurt am Main time).

With regard to GC Pooling [Repo](#) Transactions, which are settled in currencies other than EUR, USD or CHF and whose trade date equals the settlement date of the Front Leg, the Target Settlement Time shall be no later than 30 minutes after the conclusion of the GC Pooling [Repo](#) Transaction.

2.3 Daily Settlement

- (1) For each delivery of the underlying security to the respective Eurex Repo Transaction which has not yet been performed, unrealised profits and losses will be determined daily on the basis of the current market prices and set off against the collateral provided. The amount of the collateral to be provided shall equal the difference between the price at which the transaction was concluded and the daily settlement price for such Business Day.
- (2) The daily settlement price shall be determined by Eurex Clearing AG after close of trading and notified to the Clearing Members and Basic Clearing Members (or the Clearing Agents acting in the name of a Basic Clearing Member).
- (3) For unfulfilled deliveries within the context of GC Pooling Repo ~~transactions~~ [Transactions](#), an evaluation of the securities to be delivered, which are selected by Xemac pursuant to Paragraph (1) and (2), will be carried out pursuant to Number 2.2 Paragraph (2) d) in relation to the relevant claim in the underlying currency.

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2.4 Performance

- (1) A delivery obligation arising out of a Repo Transaction can only be satisfied by the respective underlying securities which – in case of GC Pooling Repo ~~transactions~~ Transactions – are specifically defined by Xemac, claims from safekeeping abroad (WR-Credit) or security credits (insofar consistently described as “**securities margin**”) which are admissible for a transaction in this currency and basket.
- (2) Eurex Clearing AG shall deliver the securities due for delivery to the Clearing Members or Basic Clearing Members entitled to delivery.
- (3) Provided that for the fulfilment of delivery obligations of originally transferred or assigned securities margin, which have been transferred, within the context of the Term Leg of an GC Pooling Repo ~~transaction~~ Transaction, have been substituted during the term of the transaction, these alternatively assigned or transferred securities margin shall apply as underlying to the Repo Transaction for the fulfilment of delivery obligations.
- (4) Paragraphs (1) to (3) shall apply to the legal relationship between Clearing Members and their ~~relevant Non-Clearing Members~~ respective DC Market Participants that are ICM Clients *mutatis mutandis*.

2.5 Payment of Interests and Dividends, as well as other Corporate Actions (Compensation)

- (1) If interests or dividends are paid on the underlying security during the term of a Repo Transaction, e.g. during the Purchase Agreement and the Repurchase Agreement, Eurex Clearing AG shall arrange for the credit of the accrued amount of interests or dividends to the Clearing Member or Basic Clearing Member which has sold the respective securities. Besides, Eurex Clearing AG shall arrange for the charge of an amount equal to the amount of interests or dividends to the Clearing Member or Basic Clearing Member which has purchased the respective securities. Cash settlement shall be made through the RTGS Accounts, the euroSIC Accounts, the accounts with Euroclear Bank S.A./N.V. in Brussels or with Clearstream Banking S.A. In case of Euro GC Pooling Repo ~~transactions~~ Transactions, the compensation payment shall be initiated via Eurex Clearing AG through Xemac.
- (2) Securities serving as collateral in GC Pooling Equity Basket Repo transactions shall be substituted in Xemac by other eligible securities prior to corporate actions, dividend payments and other income events. The timely re-transfer by substitution shall remain in the sole responsibility of the Clearing Member or Basic Clearing Member which has transferred the securities serving as collateral. Such Clearing Member or Basic Clearing Member must take the necessary measures to enable a timely re-transfer, thus enabling such Clearing Member or Basic Clearing Member to exercise or respectively perform its rights relating to the respective corporate action.

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2.6 Failure to Deliver

(1) Any failure to make a payment or delivery when due shall be governed by the following procedure:

(a) Failure to Deliver by the delivery day of the Front Leg:

In the event that a Clearing Member or Basic Clearing Member which is obliged to deliver fails to transfer the underlying securities on the delivery day of the Front Leg (as per Number 2.2 Paragraph (2) a)) of the respective Repo Transaction and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled and, on request of the Clearing Member or Basic Clearing Member (or the Clearing Agent acting in the name of the Basic Clearing Member) which did not receive delivery in time, obliged to set the present Business Day, at the latest the delivery day of the Term Leg, as an advanced repurchase date of the Term Leg. As a consequence thereto, the mutual obligations arising out of the Repo Transaction which had originally been agreed upon, shall be offset against each other so that the parties, with the exception of the Repo interests agreed upon, do not owe each other any further payment or delivery. The payable Repo interests shall be calculated on the basis of the period of default, in each case for the period from the purchase date (inclusive) until the Business Day to which the Term Leg was advanced (exclusive).

If a negative Repo interest has been agreed upon, the calculation of the Repo interest no longer applies, if Eurex Clearing AG is able to set the present Business Day as an advanced repurchase date of the Term Leg of the equivalent Eurex Repo Transaction concerned. Should it be unfeasible to set the present Business Day as an advanced Term Leg, Sentence 2 shall apply.

Furthermore, Eurex Clearing AG shall be entitled to set an earlier date as repurchase date for the Term Leg of the equivalent Eurex Repo Transaction concerned between Eurex Clearing AG and the Clearing Member or Basic Clearing Member which did not receive delivery from Eurex Clearing AG in time; the legal consequence thereof will be the same as described above. In connection with the delivery of GC Pooling Repo ~~transactions~~ [Transactions](#) the procedure pursuant to Sentence 1 to 4 shall apply, if the Clearing Member or Basic Clearing Member obliged to deliver shall not dispose of the necessary bulk of securities, which are admissible for the delivery in the respective basket and the underlying currency, on delivery day in its collateral pool. Eurex Clearing AG shall be, if necessary, informed of this matter by Clearstream Banking AG.

If, as opposed to Number 2.2 Paragraph (2) (d) or (e), a Clearing Member or Basic Clearing Member does not comply with its obligation to perform until the time mentioned therein, it may – irrespective of the above provision – be in intraday default. To the extent a Clearing Member or Basic Clearing Member is in intraday default, Eurex Clearing AG may charge an expense allowance of

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EUR 2,000 for each defaulting GC Pooling Repo Transaction to cover its operative additional expenditure. Furthermore, Eurex Clearing AG shall be entitled to invoice the Clearing Member or Basic Clearing Member – until such point in time on which the obligation to perform is fulfilled – for any interim financing costs incurred, up to the value of the STOXX GC Pooling EUR ON Index (“**SGCPON**”) published by Bloomberg or Reuters plus 50 basis points p.a., in relation to the value of the underlying GC Pooling [Repo](#) Transaction or the due cash amount respectively.

(b) Failure to Deliver by the delivery day of the Term Leg

In the event that the Clearing Member or Basic Clearing Member obliged to deliver fails to deliver the underlying securities on the delivery day of the Term Leg (as per Number 2.2 Paragraph (2) (b)) of the respective Eurex Repo Transaction and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled and, on request of the Clearing Member or Basic Clearing Member (or the Clearing Agents acting in the name of a Basic Clearing Member) which did not receive delivery in time, obliged to make a replacement purchase with respect to the undelivered securities as from the 5th day following the delivery date of the Term Leg and to deliver these to the Clearing Member or Basic Clearing Member (or the Clearing Agents acting in the name of a Basic Clearing Member) which did not receive delivery in time or, in the case of a wholly or partially unsuccessful replacement purchase, to perform a cash settlement. The replacement and the cash settlement are performed pursuant to Chapter V Part 2 Number 2.2, the provisions on contractual penalties apply accordingly. Notwithstanding Chapter V Part 2 Number 2.2.1

Paragraph (3) (b) (aa), the cash settlement amount is determined by the highest of (i) the settlement price of the respective class of securities as determined by Eurex Clearing AG, (ii) the selling price and (iii) the purchase price of the relevant Eurex Repo Transaction plus a premium of 300 basis points, accrued interest and the applicable repo rate. In connection with any default in effecting performance with regard to GC Pooling Repo Transactions, the provisions of Number 2.6 Paragraph (1) (a) shall apply accordingly, taking into account that an executed Buy-In according to Number 2.6 Paragraph (1) (b) Sentence 1 shall be considered equivalent to reaching the point in time on which performance is effected.

- (2) Measures set forth in Paragraph (1) shall be binding on the Clearing Member or Basic Clearing Member which did not receive delivery in time.
- (3) The defaulting Clearing Member or Basic Clearing Member shall bear the costs arising from measures taken pursuant to Paragraph (1).
- (4) The right to claim further damages shall be excluded for Eurex Clearing AG as well as for the Clearing Member or Basic Clearing Member which did not receive delivery in time.

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- (5) If on a delivery day only a partial delivery of securities occurs, the Paragraphs above shall apply accordingly with regard to the outstanding partial deliveries. Due to different average price calculation of the T2S system and the system of Eurex Clearing AG concerning partial deliveries, it may occur for incomplete deliveries on the delivery day, that the Clearing Member obliged to deliver is credited an amount which, in total, exceeds the selling price. Eurex Clearing AG shall notify the Clearing Member obliged to deliver accordingly and is authorised to debit any exceeding amounts accordingly and to credit these amounts to the buyer. The Clearing Member obliged to deliver must ensure that a respective amount is available on its relevant RTGS Account or euroSIC Account.

2.7 Investment limits for pending Euro GC Pooling ~~transactions~~ Repo Transactions after 16:00 (Frankfurt am Main time)

With regard to GC Pooling ~~transactions~~ Repo Transactions concluded at a multilateral trading facility after 16:00 (Frankfurt am Main time) on a trading day and whose delivery day of the Front Leg coincides with their trade date, the following special provisions shall apply:

The aggregate cash amount of the affected GC Pooling ~~transactions~~ Repo Transactions of a Clearing Member or Basic Clearing Member, the Front Leg of which has not yet been completely fulfilled and with regard to which the respective Clearing Member or Basic Clearing Member is the buyer of the Front Leg (“**Pending Cash Provider Transactions**”) is not to exceed EUR 1,000,000,000 (in words: One billion) (the “**Investment Limit**”).

With regard to GC Pooling ~~transactions~~ Repo Transactions in currencies other than EUR, such amount shall be determined by currency conversion of the cash amount into EUR.

If the aggregate cash amount of the Pending Cash Provider Transactions of a Clearing Member or Basic Clearing Member exceeds the Investment Limit at any point in time, the Clearing Member or Basic Clearing Member must ensure that there are sufficient amounts in the relevant currency available on the relevant accounts in order that Pending Cash Provider Transactions can be fulfilled without undue delay – and in any event, no later than 10 minutes from the time the Investment Limit has been exceeded – thus ensuring compliance with the Investment Limit thereafter. If the Clearing Member or Basic Clearing Member does not comply with such obligation, the Clearing Member or Basic Clearing Member shall have to pay to Eurex Clearing AG a contractual penalty pursuant to Chapter I Part 1 Number 14.2.2 on the aggregate cash amount of all Pending Cash Provider Transactions.

2.8 Risk limitation possibilities for Clearing Agents

For the avoidance of doubt, the Clearing Agent shall subject to and in accordance with the rules of the respective multilateral trading facility be entitled to suspend the trading of the Basic Clearing Member at the multilateral trading facility. In this case no new Repo Transactions may be included in the Clearing.

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Part 3 Special Conditions regarding the Clearing of GC Pooling Repo Transactions with holders of a Specific Repo License and corresponding GC Pooling Repo Transactions with Clearing Members

With regard to the Clearing of GC Pooling Repo Transactions involving holders of a Specific Repo License and corresponding GC Pooling Repo Transactions with Clearing Members, the provisions of Parts 1 and 2 shall apply unless hereinafter otherwise provided for. If, in this Part 3, reference is made to GC Pooling Repo Transactions or to Original GC Pooling Repo Transactions, such reference is always to be interpreted as a reference to GC Pooling Repo Transactions involving holders of a Specific Repo License.

3.1 Specific Repo License

- (1) Eurex Clearing AG offers a Specific Repo License in accordance with this Number 3.1 ("**Specific Repo License**"). Eurex Clearing AG will grant the Specific Repo License upon written application.
- (2) The Specific Repo License entitles the holder of such License to clear Own Transactions
 - (i) as the buyer within the purchase agreement and the seller within the re-purchase agreement ("**Cash Provider**") and,
 - (ii) to the extent that the Novationcriteria for a Cash Taker Transaction pursuant to Number 3.2.2 Paragraph (4) are complied with in each case, as the seller within the purchase agreement and the buyer within the re-purchase agreement ("**Cash Taker**").

Related GC Pooling Repo Transactions are included in the Clearing by way of novation subject to and pursuant to Number 3.2.

- (3) Eurex Clearing AG will enter into a Clearing Agreement with the holder of a Specific Repo Licence in the form appended hereto as Appendix 5.
- (4) Unless otherwise provided for and subject to further exemptions set out in this Number 3.1, references in these Clearing Conditions to "**Clearing Member**" shall – if a Specific Repo License has been granted – include the holder of a Specific Repo License.
- (5) The prerequisites to be fulfilled for the granting of the Specific Repo License are the following:
 - a) The applicant is a company;
 - b) the applicant has obtained any approvals required for the conduct of GC Pooling Repo Transactions;

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- c) if the Specific Repo License is granted that includes the Clearing of GC Pooling Repo Transactions which qualify as Eurex Repo Transactions: admission for participation in trading on Eurex Repo GmbH as a Select Enterprise in relation to GC Pooling Repo Select;
- d) access to Eurex Clearing AG's Common Report Engine;
- e) evidence of an own participation authorisation regarding the Collateral Management System Xemac of Clearstream Banking AG ("**Xemac**") including the possibility of participation in the international Collateral Management;
- f) (i) a cash account with Clearstream Banking AG in the name of the applicant, pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) (aa) or
(ii) a dedicated cash account of the applicant with Clearstream Banking S.A. for the settlement of GC Pooling Repo Transactions;
- g) securities settlement accounts pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (a) (gg);
- h) evidence of the applicant having granted an appropriate power of attorney and authorisation to Clearstream Banking AG or Clearstream Banking S.A. for all declarations, actions, deliveries and payments in connection with the fulfilment of the delivery and payment obligations pursuant to this Part 3, in particular with regard to the notification of the statements of account regarding the cash account pursuant to Item (f), such evidence having to be provided by Clearstream Banking AG or Clearstream Banking S.A. in the name of the holder of the Specific Repo License.
- i) to the extent Eurex Clearing AG raises fees for the Clearing of GC Pooling Repo Transactions, the applicant undertakes to allow Eurex Clearing AG to collect the fees from an account to be specified by the applicant.
- j) Eurex Clearing AG may require the applicant to submit a legal opinion by a leading legal counsel recognised by Eurex Clearing AG, such legal opinion having been produced at the cost of the applicant and providing proof for the legal effectiveness and enforceability of the Clearing Conditions within the relevant legal system in accordance with the requirements set by Eurex Clearing AG for each individual case.
- k) The granting of a Specific Repo License requires that Eurex Clearing AG has obtained all licenses and approvals that are required for the provision of Clearing towards the applicant in the relevant jurisdiction.

The prerequisites for a Clearing License pursuant to Chapter IV Part 1 Number 1.1.2 do not apply.

- (6) The following provisions are not applicable to holders of a Specific Repo License:

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- a) Chapter I Part 1 Number 2.1.4. Furthermore, all GC Pooling Repo Transactions of the holder of a Specific Repo License shall not be subject to a separate master agreement (*Rahmenvertrag*) and shall be treated legally independent from one another;
- b) Chapter I Part 2 Subpart D, Part 3, 4, 5 and 6;
- c) the Termination provisions and consequences pursuant to Chapter I Part 1 Number 7 and Chapter I Part 2 Subpart A Number 6 and Subpart C Number 8, as well as a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9;
- d) the obligation to have available own funds in accordance with Chapter I Part 1 Number 2.1.2 Paragraph (3);
- e) the Margin Requirement pursuant to Chapter IV Part 1 Number 1.2 together with Chapter I Part 1 Number 3 and Chapter I Part 2 Subpart A Number 4, Subpart B Number 5 and Subpart C Number 6;
- f) the Default Fund contribution requirement pursuant to Chapter I Part 1 Number 6;
- g) the requirement to use a qualified clearing staff member in accordance with Chapter I Part 1 Number 2.1.2 Paragraph (5) (c).

3.2 Conclusion of Transactions by way of Novation

GC Pooling Repo Transactions of Eurex Clearing AG concluded with the holder of a Specific Repo License as well as corresponding GC Pooling Repo Transactions of Eurex Clearing AG with the relevant Clearing Member, are each concluded by way of novation subject to, and in accordance with, the following provisions.

3.2.1 Novation

- (1) Whenever the relevant holder of a Specific Repo License and the Clearing Member or, as the case may be, the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) (acting ~~in its own name and in the name on behalf~~ of the Clearing Member [in accordance with Number 1.1.8 \(in case of a Indirect Client Market Participant applied *mutatis mutandis* pursuant to Number 1.1.13\) of the General Clearing Provisions](#)) transmits via a multilateral trading facility a GC Pooling Repo Transaction pursuant to Number 3.2.2 Paragraph (1) to Eurex Clearing AG (“**Original GC Pooling Repo Transaction**”) and whenever Eurex Clearing AG accepts such Original GC Pooling Repo Transaction pursuant to this Number 3.2 for inclusion in the Clearing, Eurex Clearing AG will interpose itself by way of novation as central counterparty and the Original GC Pooling Repo Transaction shall – pursuant to this Chapter IV – be cancelled and replaced by two related GC Pooling Repo Transactions

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- a) between Eurex Clearing AG and the relevant holder of a Specific Repo License and
- b) between Eurex Clearing AG and the relevant Clearing Member.

~~To the extent that a Non-Clearing Member~~ If the ICM-ECD Provisions apply and a DC Market Participant is a counterparty to the Original GC Pooling Repo Transaction, upon conclusion of the two GC Pooling Repo Transactions between Eurex Clearing AG as well as the holder of the Specific Repo License and the relevant Clearing Member, a corresponding GC Pooling Repo Transaction will, simultaneously, be concluded between the ~~Non-Clearing Member~~ DC Market Participant and its Clearing Member. Number 3.6.1 Paragraph (2) shall remain unaffected.

Unless expressly set out otherwise herein, the parties to the Original GC Pooling Repo Transaction shall be released from their obligations to each other under such Original GC Pooling Repo Transaction on the Novation Time as defined in Paragraph (2).

The GC Pooling Repo Transactions resulting from the novation shall not be subject to the valid existence of the Original GC Pooling Repo Transactions (abstract novation).

Chapter I Part I Number 1.2.2 Paragraph (6) applies *mutatis mutandis*.

- (2) Following the conclusion of GC Pooling Repo Transactions by way of novation pursuant to Paragraph (1), Eurex Clearing AG will on the same Business Day send corresponding confirmations to the holders of a Specific Repo License and the Clearing Members and the ~~Non-Clearing Members~~ DC Market Participants, if any. The actual time of conclusion of a GC Pooling Repo Transaction by way of novation is referred to in this Chapter IV as the “**Novation Time**”.

3.2.2 Novation Principles and Criteria

- (1) Original GC Pooling Repo Transactions have to be transmitted to Eurex Clearing AG in a standardised form via an approved multilateral trading facility.

Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the duties and obligations of the respective multilateral trading facility vis-à-vis the holders of a Specific Repo License, the Clearing Members ~~or the Non-Clearing Members~~, the DC Market Participants or Indirect Client Market Participants. Eurex Clearing AG assumes no liability to the holders of a Specific Repo License, the Clearing Members ~~or the Non-Clearing Members~~, the DC Market Participants or Indirect Client Market Participants for any act or failure to act by the respective multilateral trading facility vis-à-vis the holders of a Specific Repo License, the Clearing Members ~~or the Non-Clearing Members~~, the DC Market Participants or Indirect Client Market Participants in connection with any information or notices received by Eurex Clearing AG or given to the holders of

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a Specific Repo License ~~of~~ the Clearing Members, [the DC Market Participants or Indirect Client Market Participants](#) via the respective multilateral trading facility, as the case may be.

- (2) Eurex Clearing AG shall validate any information regarding the Original GC Pooling Repo Transactions transmitted to it via a multilateral trading facility on or after the Start Date of the respective Repo Transactions.
- (3) With regard to GC Pooling Repo Transactions in which the holder of the Specific Repo License is the Cash Provider ("**Cash Provider Transaction**"), the inclusion of an Original GC Pooling Repo Transactions in the Clearing and the establishment of Transactions pursuant Number 3.2.1 Paragraph (1) require the holder of a Specific Repo License to have previously paid into the cash account pursuant to Number 3.1 Paragraph (5) Item f) managed by Clearstream Banking AG or Clearstream Banking S.A. for the holder of the Specific Repo License the purchase price owed from the Front Leg and Clearstream Banking AG or Clearstream Banking S.A. to have confirmed to Eurex Clearing AG receipt of such payment. If receipt of payment is confirmed until a certain point in time with regard to a Business Day as specified by Eurex Clearing AG, novation shall take place on the same Business Day provided that Eurex Clearing AG does not refuse the inclusion of the Original GC Pooling [Repo](#) Transaction in the Clearing for other reasons. If receipt of payment and its confirmation occur on such Business Day, however, after such certain point in time specified by Eurex Clearing AG, novation shall not take place on such Business Day and Clearstream Banking AG or Clearstream Banking S.A. shall, on such Business Day, return the payment received to the holder of the Specific Repo License. Novation of the Original GC Pooling Repo Transaction may be carried out in corresponding application of this Paragraph (3) on any following Business Day until and excluding the day which had been agreed on for fulfilment of the Term Leg (the "**End Date**").
- (4) With regard to GC Pooling Repo Transactions in which the holder of the Specific Repo License is the Cash Taker ("**Cash Taker Transaction**"), the inclusion of an Original GC Pooling Repo Transaction in the Clearing and the establishment of Transactions pursuant to Number 3.2.1 Paragraph (1) is subject to satisfaction of the Novation criteria for a Cash Taker Transaction.

The "**Novationcriteria for a Cash Taker Transaction**" shall be satisfied upon the determination by Eurex AG that

- a) the End Date of the relevant Cash Taker Transaction corresponds to the End Date of a Cash Provider Transaction of the relevant holder of a Specific Repo License, such Cash Provider Transaction having already been included in the Clearing,
- b) the Nominal Size (*Nominalwert*) of the relevant Cash Taker Transaction does not exceed the relevant Maximum Cash Taker Nominal Size and

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- c) the Settlement Amount of the relevant Cash Taker Transaction does not exceed the relevant Maximum Cash Taker Settlement Amount.

In this regard, the following shall apply:

“Maximum Cash Taker Nominal Size” (**“Maximaler Cash Taker Nominalwert”**) specifies the – in view of an inclusion in the Clearing – maximum permissible Nominal Size of a Cash Taker Transaction, such amount being determined by Eurex Clearing AG in each individual case as:

- a) the sum of the Nominal Sizes of all Cash Provider Transactions – such Cash Provider Transactions having already been included in the Clearing – of the relevant holder of a Specific Repo License with the same End Date as the relevant Cash Taker Transaction, minus
- b) the sum of the Nominal Sizes of all Cash Taker Transactions – such Cash Taker Transactions having already been included in the Clearing – of the relevant holder of a Specific Repo License with the same End Date as the relevant Cash Taker Transaction.

“Maximum Cash Taker Settlement Amount” (**“Maximaler Cash Taker Settlement Betrag”**) specifies the – in view of an inclusion in the Clearing – maximum permissible Settlement Amount of a Cash Taker Transaction, such amount being determined by Eurex Clearing AG in each individual case as:

- a) the sum of the Settlement Amounts of all Cash Provider Transactions – such Cash Provider Transactions having already been included in the Clearing – of the relevant holder of a Specific Repo License with the same End Date as the relevant Cash Taker Transaction, minus
- b) the sum of the Settlement Amounts of all Cash Taker Transactions – such Cash Taker Transactions having already been included in the Clearing – of the relevant holder of a Specific Repo License with the same End Date as the relevant Cash Taker Transaction.

“Settlement Amount”, in relation to a GC Pooling Repo Transaction, means an amount equal to the re-purchase price plus (to the extent not already comprised therein) the Repo interest with respect to relevant GC Pooling Repo Transaction.

If Eurex Clearing AG determines that the Novationcriteria for a Cash Taker Transaction have been satisfied on a Business Day until the point in time specified by Eurex Clearing AG, novation in the relevant Cash Taker Transaction shall be carried out on such Business Day provided that Eurex Clearing AG does not refuse inclusion in the Clearing for other reasons.

If Eurex Clearing AG determines that the Novationcriteria for a Cash Taker Transaction have not or not in due time been complied with on a Business Day until the point in time specified by Eurex Clearing AG, novation in the relevant Cash Taker Transaction shall not be carried out on such Business Day. Eurex Clearing AG

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will notify the respective multilateral trading facility accordingly by electronic means on such Business Day.

Novation of the Original GC Pooling Repo Transaction may be carried out in corresponding application of this Paragraph (4) on any following Business Day until and excluding the agreed End Date of the Original GC Pooling Repo Transaction.

- (5) Eurex Clearing AG may reject the inclusion of Original GC Pooling Repo Transactions in the Clearing – even though the requirements of the Paragraphs (3) or (4) respectively have been complied with particularly if the following conditions have not been complied with:
- a) the Original GC Pooling Repo Transaction is entered into the system of Eurex Clearing AG pursuant Number 3.2.2 Paragraph (1) via a multilateral trading facility and complies with the requirements of the contractual framework of the respective multilateral trading facility (including, in particular, if the transaction is entered via Eurex Repo GmbH, the Terms and Conditions for Participation and Trading on Eurex Repo GmbH);
 - b) counterparty to a novated GC Pooling Repo Transaction (other than Eurex Clearing AG) are a holder of a Specific Repo License and a Clearing Member of Eurex Clearing AG ~~or a Non-;~~ [in case of DC-Related Transactions of a Clearing Member, the novated GC Pooling Repo Transaction relates to a DC Market Participant of the relevant](#) Clearing Member;
 - c) the Clearing License of the relevant Clearing Member and the Specific Repo License of the relevant holder of a Specific Repo License are not suspended or restricted;
 - d) a Termination Date has not occurred with respect to the relevant Clearing Member or the relevant holder of a Specific Repo License, and no Termination of a GC Pooling Repo Transaction with the holder of a Specific Repo License pursuant to Number 3.5 has occurred and there exists no circumstance entitling Eurex Clearing AG pursuant to Number 3.5 to a termination of such Transaction;
 - e) [if the Individual Clearing Model Provisions apply,](#) the relevant ~~Non-Clearing Member has concluded a~~ [DC Market Participant has entered into an ICM](#) Clearing Agreement with the relevant Clearing Member and Eurex Clearing AG and such Clearing Member has not been excluded from the Clearing of [GC Pooling Repo](#) Transactions in accordance with Chapter I.
- (6) Original GC Pooling Repo Transactions shall be novated with the content relevant in accordance with the contractual framework of the respective multilateral trading facility and on the basis of the information which Eurex Clearing AG has received via the respective multilateral trading facility from the relevant holder of a Specific Repo License and the Clearing Member or the relevant ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participants](#) (acting ~~in its own name and in the~~

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~~name~~ on behalf of the Clearing Member in accordance with Number 1.1.8 (in case of a Indirect Client Market Participant applied *mutatis mutandis* pursuant to Number 1.1.13) of the General Clearing Provisions), if any.

3.3 Fulfilment of Obligations regarding Delivery and Payment

- (1) With regard to the procedures for delivery and payment resulting from GC Pooling Repo Transactions involving holders of a Specific Repo License, Part 2 Number 2.2 and 2.4 shall apply with the provision that payments of the purchase price are settled via the cash account pursuant to Number 3.1 Paragraph (5) Item f) managed by Clearstream Banking AG or Clearstream Banking S.A. for the holder of the Specific Repo License and that the delivery of the securities to be transferred is settled via the securities settlement account pursuant to Number 3.1 Paragraph (5) Item g) managed by Clearstream Banking AG or Clearstream Banking S.A. for the holder of the Specific Repo License.
- (2) The holder of a Specific Repo License is obliged to (i) instruct Clearstream Banking AG or Clearstream Banking S.A. to honour any debit instructions (*Lastschriften*) from its cash account pursuant to Number 3.1 Paragraph (5) Item f) (including any debit instructions with respect to any fees raised by Eurex Clearing AG) and to (ii) authorise Eurex Clearing AG, by providing the appropriate power of attorney, to give, release and transmit all delivery instructions in its name vis-à-vis Clearstream Banking AG or Clearstream Banking S.A. and to supplement, change or cancel delivery instructions necessary for the timely and correct fulfilment of its delivery ~~and or~~ payment obligations vis-à-vis Eurex Clearing AG.
- (3) The powers of attorney and debit instructions provided pursuant to this Number 3.3 may not be revoked by the ~~Holder~~ holder of a Specific Repo License until its Clearing License has been terminated. Any such revocation shall result in the immediate termination of the Clearing License.

3.4 Pledges regarding the Securities delivered to the holder of a Specific Repo License

- (1) To the extent a securities account managed for it by Clearstream Banking AG has been or will be notified to Eurex Clearing AG as account for the settlement of GC Pooling Repo Transactions, the holder of a Specific Repo License by entering into the Clearing Agreement pledges to Eurex Clearing AG all securities and book-entry securities (*Gutschriften in Wertpapierrechnung*) (in this Part 3 jointly referred to as “**Securities**”) which are at present or will in the future be deposited in such securities account and assigns to Eurex Clearing AG its claims vis-à-vis Clearstream Banking AG for surrender of such securities.

The ~~Holder~~ holder of a Specific Repo License affirms that it is the owner of the pledged Securities or otherwise entitled or authorised to pledge the Securities to Eurex Clearing AG and that such Securities are free from equally-ranking or prior ranking third-party rights. The ~~Holder~~ holder of a Specific Repo License shall, for the period of time in which the Securities are pledged, not allow such rights to arise without the consent of Eurex Clearing AG.

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Upon maturity of the pledge, Eurex Clearing AG may sell the pledged Securities in the open market without prior warning or may appropriate such Securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged Securities.

- (2) The holder of a Specific Repo License immediately notifies Clearstream Banking AG of the conclusion of such pledge and assignment agreement.
- (3) The security purpose (*Sicherungszweck*) of the pledges pursuant to Paragraph (1) is to secure all claims arising from all GC Pooling Repo Transactions of the holder of a Specific Repo License and all other claims of Eurex Clearing AG against the holder of a Specific Repo License arising under the Clearing Agreement between Eurex Clearing AG and the holder of a Specific Repo License.
- (4) In case Eurex Clearing AG becomes the creditor of a compensation claim against the holder of a Specific Repo License pursuant to Number 3.5.4, Eurex Clearing AG shall be entitled to realise the pledges created pursuant to Paragraph (1) to Paragraph (3) by the affected holder of a Specific Repo License.
- (5) The release of any right of pledge over securities granted to Eurex Clearing AG pursuant to Paragraph (1) to Paragraph (3) shall occur in connection with the delivery instructions by Eurex Clearing AG regarding existing delivery obligations on the basis of the securities selected by Xemac pursuant to the SB Xemac and additional contracts for the international Collateral Management in their current version.
- (6) To the extent a securities account managed for it by Clearstream Banking S.A. has been or will be notified to Eurex Clearing AG as account for the settlement of GC Pooling Repo Transactions, the holder of a Specific Repo License shall be obliged to (i) pledge to Eurex Clearing AG all Securities which are at present or will in the future be deposited in such securities account pursuant to a pledge agreement to be separately entered into and (ii) to issue all relevant notices to and take all relevant measures necessary or expedient for the perfection of such pledge. The pledge agreement shall be entered into substantially in the form as will be provided by Eurex Clearing AG.

3.5 Termination of GC Pooling Repo Transactions

GC Pooling Repo Transactions shall end with the legal consequences pursuant to Number 3.5.3 if Eurex Clearing AG terminates by notice such Transactions pursuant to Number 3.5.1 or if such Transactions are automatically terminated pursuant to Number 3.5.2. The legal consequences for an insolvency event with regard to the holder of a Specific Repo License are described in Number 3.5.4.

3.5.1 Termination by notice of GC Pooling Repo Transactions

- (1) Eurex Clearing AG shall be entitled to terminate by notice, with the legal consequences as described in Number 3.5.3, individual or all GC Pooling Repo

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Transactions with holders of a Specific Repo License prior to the obligations arising from the **Term Leg** becoming due and payable if, with regard to the holder of a Specific Repo License, a circumstance comes into existence which constitutes a Termination Event (*Beendigungsgrund*) pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (2) to Paragraph (4) or Paragraph (6) to Paragraph (11).

- (2) Whenever Eurex Clearing AG is entitled to terminate by notice GC Pooling Repo Transactions pursuant to Paragraph (1), it may – without prior warning – terminate by notice individual or all Transactions or notify the relevant holder of the Specific Repo License of the existence of such reason to terminate by notice and grant a grace period, which may be extended, to remedy the relevant reason for a termination by notice. Upon granting of a grace period, Eurex Clearing AG shall be entitled to terminate by notice individual or all GC Pooling Repo Transactions if the reason for a termination by notice is not completely remedied by the holder of the Specific Repo License within the grace period.

3.5.2 Automatic termination of GC Pooling Repo Transactions

If, at any time, a circumstance comes into existence with regard to the holder of a Specific Repo License which constitutes a Termination Event (*Beendigungsgrund*) pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (5), an automatic termination of the GC Pooling Repo Transactions concluded between Eurex Clearing AG and the relevant holder of a Special Repo License shall take immediate effect with the legal consequences as described in Number 3.5.3, without the requirement of a termination by notice pursuant to Number 3.5.1.

3.5.3 Legal consequences from termination by notice or automatic termination

If Eurex Clearing AG terminates by notice GC Pooling Repo Transactions with the holders of a Special Repo License pursuant to Number 3.5.1 or if such Transactions are subject to automatic termination pursuant to Number 3.5.2, the **Term-Leg** shall be put forward to the earlier Business Day on which the termination by notice takes effect or the automatic termination of GC Pooling Repo Transactions occurs, and the obligations of the holder of the Specific Repo License and of Eurex Clearing AG arising from the relevant GC Pooling Repo Transactions shall become immediately due upon such termination by notice or automatic termination. The holder of a Specific Repo License must indemnify Eurex Clearing AG against any and all damages resulting from the premature payment date of the Term Leg and release Eurex Clearing AG from any and all damages claims by third parties, in particular by Clearing Members with which Eurex Clearing AG has concluded corresponding GC Pooling Repo Transactions.

3.5.4 Occurrence of an Insolvency Event with regard to a holder of a Specific Repo License

- (1) Whenever insolvency proceedings are opened over the assets of the holder of a Specific Repo License, all current and future primary obligations (including payment and delivery obligations) arising from any GC Pooling Repo Transactions between Eurex Clearing AG and the relevant holder of a Specific Repo License, which have

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not been terminated by notice pursuant to Number 3.5.1 or automatically terminated pursuant to Number 3.5.2, shall expire (*aufflösende Bedingung*) upon opening of such proceedings and shall no longer be required to be performed by the relevant debtor. The expiration of claims affects all claims arising from the relevant GC Pooling Repo Transaction independently of the time they came into existence or would have come into existence otherwise.

- (2) Any damages claimed by Eurex Clearing AG or the affected holder of a Specific Repo License in relation to individual GC Pooling Repo Transactions shall become unconditional and immediately due in EUR from one party to the respective Transaction's other party as of the end of the Valuation Date (as defined in Paragraph (3) Item a) and shall each be determined pursuant to Paragraph (3) with regard to their amount in relation to the affected GC Pooling Repo Transactions.
- (3) Damages claims pursuant to Paragraph (2) shall be determined by Eurex Clearing AG in accordance with the following provisions:
 - a) Valuation Date shall be the day of the opening of the proceedings pursuant to Paragraph (1) provided that the opening of the proceedings occurs earlier than 17:23 (local time, Frankfurt/Main) or, if the opening of the proceedings occurs later than such point in time, the Business Day immediately succeeding the day of the opening of the proceedings.
 - b) The value of the damages claim for each GC Pooling Repo Transaction shall be determined pursuant to the provisions regarding the calculation of the Single Transaction Amount in Chapter I Part 1 Number 7.3.2.
- (4) Eurex Clearing AG shall notify the value of the damages claim determined by it according to Paragraph (2) to the affected holder of a Specific Repo License as soon as reasonably practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.
- (5) The debtor of the damages claims pursuant to Paragraph (2) must pay the amount determined to the other party as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to Paragraph (4). The debtor of the damages claim shall not be obliged to pay any interest on the amount of the damages claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate for EUR.

3.5.5 Information Undertakings of the holder of a Specific Repo License

- (1) The holder of a Specific Repo License shall immediately notify Eurex Clearing AG of any circumstances entitling Eurex Clearing AG to a termination by notice of GC Pooling Repo Transactions pursuant to Number 3.5.1, as well as on any termination events pursuant to Number 3.5.2 and insolvency events pursuant to Number 3.5.4 in relation to the holder of a Specific Repo License. To the extent the holder of a Specific Repo License, with regard to such circumstances or events, is subject to a

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statutory obligation to publicise, in particular an obligation to ad hoc publicity pursuant to Regulation (EU) No 596/2014, such notification pursuant to Clause 1 must be carried out immediately after having complied with the statutory obligation to publicise.

- (2) If the holder of a Specific Repo License culpably does not comply at all or in due time with its information undertakings pursuant to Paragraph (1),
 - a) it must indemnify Eurex Clearing AG against any and all damages resulting thereof and release Eurex Clearing AG from any and all damages claims by third parties, in particular by Clearing Members with which Eurex Clearing AG has concluded corresponding GC Pooling Repo Transactions,
 - b) and any and all damages claims by the holder of the Specific Repo License vis-à-vis Eurex Clearing AG due to fulfilment of the Term Leg of the relevant GC Pooling Repo Transaction occurring after the point in time determined pursuant to Number 3.5.3 shall be excluded.
- (3) The holder of a Specific Repo License shall check without undue delay all reports and other communications from Eurex Clearing AG received via the respective multilateral trading facility (if any). The holder of a Specific Repo License shall inform Eurex Clearing AG without undue delay of any errors or omissions that become apparent from such checks.

3.6 Failure to Fulfil

3.6.1 Failure to Fulfil by the delivery day of the Front Leg

- (1) In the event that an Original GC Pooling [Repo](#) Transaction is included in the Clearing by way of novation only after the agreed delivery day of the Front Leg – this being in particular due to the prerequisites pursuant to Number 3.2.2. Paragraph (3) to Paragraph (5) not having been complied with at all or in due time on the agreed delivery day of the Front Leg –
 - (a) in case of a Cash Provider Transaction, the Clearing Member with which Eurex Clearing AG has concluded a corresponding GC Pooling Repo Transaction as a result of novation, or
 - (b) in case of a Cash Taker Transaction, the holder of a Specific Repo License respectively, has to pay to Eurex Clearing AG on the delivery day of the Term Leg the unreduced Repo interest for the entire period since the agreed delivery day of the Front Leg in full. Eurex Clearing will distribute such Repo interest to the Cash Provider of the corresponding GC Pooling Repo Transaction.
- (2) Other claims arising between the parties to the Original GC Pooling Repo Transaction from or in connection with a novation taking place after the agreed delivery date of the Front Leg, must be compensated bilaterally and are not subject

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matter of the legal transactions coming into existence with Eurex Clearing AG pursuant to Number 3.2.1 Paragraph (1) as a result of such novation.

- (3) The rights of Eurex Clearing AG pursuant to Part 2 Number 2.6 shall remain unaffected.

3.6.2 Failure to deliver by the delivery day of the Term Leg

- (1) In the event that the holder of a Specific Repo License which is obliged to deliver fails to deliver the underlying securities of the relevant Cash Provider Transaction on the delivery day of the Term Leg of the Cash Provider Transaction and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled to appropriate or realise the securities pledged to it pursuant to Number 3.4 in accordance with the provision contained in the Clearing Agreement concluded with the holder of the Specific Repo License.
- (2) The rights of Eurex Clearing AG pursuant to Part 2 Number 2.6 shall remain unaffected.

3.7 Limitation and Suspension of Clearing

Eurex Clearing AG may – if a reason to terminate by notice pursuant to Number 3.5.1, a Termination Event pursuant to Number 3.5.2 or an insolvency event according to Number 3.5.4 occurs – suspend or restrict the Clearing of GC Pooling Repo Transactions with the affected holder of a Specific Repo License; in particular, Eurex Clearing AG may one or more times suspend or restrict the novation of new GC Pooling Repo Transactions pursuant to Number 3.2 under the Clearing Agreement between Eurex Clearing AG and such holder of a Specific Repo License. Eurex Clearing AG shall notify the respective multilateral trading facility and the holder of a Specific Repo License of the decision to suspend or restrict the Clearing. Eurex Clearing AG shall specify, in the notification, a reasonable period of time during which such suspension or restriction shall apply.

3.8 Set Off

Only Eurex Clearing AG may at any time set off any due or undue claims and obligations under Cash Taker Transactions and Cash Provider Transactions, provided any other applicable prerequisites for a set-off are satisfied. The Holder of a Specific Repo License may set off any claims and obligations under a Cash Taker Transactions with or against claims and obligations under Cash Provider Transactions where the claims and obligations result from a termination of the Cash Taker Transactions and Cash Provider Transactions. The right of the Holder of a Specific Repo License to set off claims which are undisputed or have been determined as legally binding remains unaffected.

3.9 Termination of a Clearing Agreement with a Holder of a Specific Repo License

Each party to a Clearing Agreement with a holder of a Specific Repo License may terminate this Agreement at any time by giving not less than 30 calendar days' prior notice to the respective other party provided that such Clearing Agreement will remain

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applicable on the effective date of the termination notice and thereafter if and as long as any GC Pooling Repo Transactions entered into under such Clearing Agreement is outstanding and has not been redeemed or otherwise finally settled.

The right to terminate a Clearing Agreement with a holder of a Specific Repo License for serious cause (*aus wichtigem Grund*) shall remain unaffected.

Chapter V of the Clearing Conditions of Eurex Clearing AG

Transactions Concluded at the Frankfurter Wertpapierbörse

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

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Preamble

This Chapter V forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter V.

Chapter I together with this Chapter V and all references to other Chapters or Annexes of the Clearing Conditions shall apply for all Clearing Members with a respective Clearing License, and their ~~Non-Clearing Members, Registered Customers and~~ ICM Clients as well as all Interim Participants (if applicable).

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Part 1 General Provisions

- (1) Eurex Clearing AG carries out the ~~settlement respectively~~ Clearing of Transactions in securities and rights concluded at the Frankfurter Wertpapierbörse (“**FWB**”) (“**FWB Transactions**”), provided that the securities or rights underlying the respective FWB Transaction can be settled by Eurex Clearing AG and the respective Settlement Location and that the prerequisites pursuant to Paragraph (2) are fulfilled.
- (2) Eurex Clearing AG determines, in agreement with FWB, which FWB Transactions respectively which securities and rights underlying these FWB Transactions shall be included in the Clearing. The FWB Transactions being included in the Clearing shall be published by Eurex Clearing AG to the Clearing Members via electronic publication in the internet exclusively, available on the websites of Eurex Clearing AG (www.eurexclearing.com).
- (3) If and to the extent that the Clearing or other respective rules have been agreed upon between Eurex Clearing AG and FWB, the provisions of Chapter I shall also apply to the Clearing of FWB Transactions concluded at FWB unless otherwise provided hereinafter.
- (4) ~~A Non-Clearing Member may assign the clearing of~~ Not more than three different Clearing Members may clear FWB Transactions concluded in the electronic trading system of FWB ~~to up to three different Clearing Members~~ with respect to the same DC Market Participant or the same Indirect Client Market Participant. In this case, the provisions on the ~~replacement change~~ of the Clearing Member (Chapter I Part 1 Number 8), on the default rules ~~applicable to a Non-Clearing Member relating to DC Market Participants or Indirect Client Market Participants~~ (Chapter I Part 1 Number 10), other agreements between Clearing Members and ~~Non-Clearing Members-DC Market Participants or Indirect Client Market Participants~~ relating to the clearing of FWB Transactions (Chapter I Part 1 Number 12) and on the termination of the ICM Clearing Agreement in case of an ICM Client (Chapter I Part 1 Number 13) shall apply only insofar as the respective legal relationship between the relevant Clearing Member and the DC Market Participant (or, in the case of an Indirect Client Market Participant, the Direct Client to which it relates) or, under the Individual Clearing Model Provisions, the respective ICM Clearing Agreement is affected.

Notwithstanding Chapter I Part 1 Number 15.1, Eurex Clearing AG may inform a Clearing Member if one of its ~~Non-Clearing Members-DC Market Participants or Indirect Client Market Participants~~ assigns the ~~settlement Clearing~~ of FWB Transactions to ~~another a second or third~~ Clearing Member. The name of such other Clearing Member will not be disclosed.

- (5) A ~~Non-Clearing Member-DC Market Participant or Indirect Client Market Participant~~ may on behalf of the Clearing Member enter into the trading system of FWB orders and quotes for all securities belonging to the securities classes agreed upon among

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the Clearing Member and the ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) as well as for all securities tradable in the continuous auction trading model.

- (6) The Clearing Conditions incorporate by reference the Exchange Rules for the Frankfurter Wertpapierbörse, the Conditions for Transactions at the Frankfurter Wertpapierbörse and other rules and regulations of the Frankfurter Wertpapierbörse with respect to the Clearing of Transactions concluded on the Frankfurter Wertpapierbörse pursuant to Part 2, each in their German version and as amended from time to time.

1.1 Clearing Licenses

1.1.1 Granting of Clearing Licenses

A Clearing License is required in order to participate in the Clearing of FWB Transactions, and Eurex Clearing AG shall grant such Clearing License upon written application.

1.1.2 Prerequisites for Clearing Licenses

- (1) With regard to the prerequisites to be fulfilled within the granting of the Clearing License, Chapter I Part 1 Numbers 2.1.1 to 2.1.3 apply.
- (2) The applicant shall meet the following additional requirements:
- (a) Evidence of a technical and functional connection to the Gross Delivery Management (Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e)) pursuant to the specifications set forth by Eurex Clearing AG through access to the respective interface of the technical systems of Eurex Clearing AG.
 - (b) Evidence of authorisation to use the securities lending facility offered by Clearstream Banking AG for settlement purposes.
- (3) Upon written request and after submission of respective evidence by the applicant or a Clearing Member, Eurex Clearing AG may allow that the prerequisites for a Clearing License pursuant to Paragraph (2) (b) and additionally, as an option, the prerequisites pursuant to Paragraph (2) (a) are wholly complied with and evidence is provided for by one or more settlement institutions in the name and on behalf of the applicant or the Clearing Member. Chapter I Part 1 Number 2.1.2 Paragraph (7) and (8) apply *mutatis mutandis*.

1.2 Margin Requirement

- (1) The following applies in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The Current Liquidating Margin and the Additional Margin shall be the applicable Margin Types.

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1.3 Clearing of OTC Transactions

Eurex Clearing AG executes, besides the Clearing of FWB Transactions, the Clearing of OTC Transactions in securities and rights pursuant to this Chapter V, provided that such OTC Transactions are transmitted for Clearing to Eurex Clearing AG via the electronic trade system of the FWB or via a financial service provider or credit institution active at the FWB. In this respect, the provisions in Chapter I, this Part 1 and Part 2 apply *mutatis mutandis*.

1.4 Clearing Members acting as ~~Non-Clearing Members~~ DC Market Participants

A Clearing Member may enter ~~into Clearing Agreements as a Non-Clearing Member~~ with one or two other Clearing Members into a bilateral legal relationship and/or an ICM Clearing Agreement as a DC Market Participant in respect of FWB Transactions ~~(as defined in Chapter I Part 1 Number 1.1.2 Paragraph (4))~~. If FWB Transactions of a Clearing Member, acting as a ~~Non-Clearing Member~~ DC Market Participant, are cleared by another Clearing Member, the rules applicable ~~to Non-Clearing Members or relating to~~ DC Market Participants shall apply accordingly.

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Part 2 **Clearing of ~~transactions~~ Transactions concluded at the Frankfurter Wertpapierbörse (FWB)**

2.1 **General Obligations**

- (1) With regard to the settlement of FWB Transactions, Chapter I Part 1 Numbers 1.2.5 and 1.4 apply, unless otherwise stated hereinafter.
- (2) Eurex Clearing AG shall be a contracting party to all deliveries and payments at the performance of FWB Transactions.
- (3) Clearing Members must fulfil their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (4) The following shall apply to the procedures for delivery and payment for securities held in collective safe custody pursuant to Paragraph (1) to (3):

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members which are to receive delivery, within the settlement period determined by Eurex Clearing AG on the second Business Day after the trading day.

- (5) The following shall apply to the procedures for delivery and payment for securities and rights held in securities account (trust giro transactions) pursuant to Paragraph (1) to (3):

All assignments shall be carried out versus payments between the Clearing Members and Eurex and, respectively, between Eurex Clearing AG and the Clearing Members to whom delivery is to be made on the second Business Day after the day of the respective conclusion of the transaction.

- (6) The usage of the T2S system for the settlement of securities transactions facilitates partial deliveries of securities during the day. Thus, deliveries of securities may also occur by means of partial deliveries which, accordingly, have a discharging effect.
- (7) If the second Business Day as referenced in Paragraphs (4) and (5) is a Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to the security to be delivered, a corporate action pursuant to Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays, all physical deliveries and payments as well as all assignments and payments respectively shall be performed on the third Business Day after the respective day of conclusion of the transaction.

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2.2 Failure to Deliver

2.2.1 Failure to Deliver Securities

In case of a failure to deliver shares covered by Article 15 of Regulation (EU) No. 236/2012 (“**Shares**”) or other securities (“**Other Securities**”, and together with Shares “**Securities**”)¹ owed under a FWB Transaction, the following provisions apply.

(1) General Provisions

(a) Failure to Deliver Shares

If the Shares to be delivered by the Clearing Member having the delivery obligation have not been delivered to the Settlement Location on the 4th Business Day following the delivery date at the latest until the respective End-of-Settlement time (as published by Eurex Clearing AG on its website (www.eurexclearing.com)) (“**Settlement Cut-Off Time**”), Eurex Clearing AG will replace the non-delivered Shares pursuant to Paragraphs (2) (a) unless the Clearing Member having the delivery obligation holds an identical claim against Eurex Clearing AG which may be set off against the claim Eurex Clearing AG holds against such Clearing Member.

(b) Failure to deliver Other Securities

If the Clearing Member does not deliver the Other Securities owed under a FWB Transaction on the delivery date, Eurex Clearing AG is entitled to make a replacement purchase with respect to the non-delivered Other Securities pursuant to Number 2.2.1 Paragraph (2) (a). If the Securities consist of subscription rights that are certificated or held in collective safe custody, then the procedure pursuant to Number 2.2.2 applies.

The replacement purchase can be made on the 5th, 10th and 27th Business Day following the delivery date until the respective Settlement Cut-Off Time, provided that (i) the Clearing Member having the delivery obligation does not hold an identical claim against Eurex Clearing AG which may be set off against the claim Eurex Clearing AG holds against such Clearing Member and that (ii) the owed Other Securities have not been completely delivered.

If the required Other Securities cannot be acquired wholly or partially by way of replacement purchases, Eurex Clearing AG is entitled to perform a cash settlement pursuant to Number 2.2.1 Paragraph (3).

If the relevant replacement purchase fails, the defaulting Clearing Member must be given time for delivery until the next replacement purchase or the cash settlement.

¹ For subscription rights securitised and held in collective safe custody, the procedure pursuant Paragraph 2 applies.

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(c) Partial deliveries

If on a delivery day only a partial delivery of securities occurs, the Paragraphs (a) and (b) above as well as the following rules shall apply accordingly with regard to the outstanding partial deliveries. Due to different average price calculation of the T2S system and the system of Eurex Clearing AG concerning partial deliveries, it may occur for incomplete deliveries on the delivery day, that the Clearing Member obliged to deliver is credited an amount which, in total, exceeds the selling price. Eurex Clearing AG shall notify the Clearing Member obliged to deliver accordingly and is authorised to debit any exceeding amounts accordingly and to credit these amounts to the buyer. The Clearing Member obliged to deliver must ensure that a respective amount is available on its relevant RTGS Account or euroSIC Account.

(2) Replacement by Auction

(a) General Provisions

The replacement of the Securities will be performed by means of an auction. Eurex Clearing AG will publish for each class of Securities a maximum price for the respective auction up to which Eurex Clearing AG is ready to accept bids. The maximum price for this auction results from the settlement price determined by Eurex Clearing AG for the class of Securities in question plus a premium as determined in Number 5 of the Auction Terms of Eurex Clearing AG. Any company other than the defaulting Clearing Member ("**Seller**") which previously concluded a corresponding contract with Eurex Clearing AG may participate in such auctions.

Eurex Clearing AG reserves the right to postpone the auction by one or more Business Days in the case that the Securities are subject to a corporate action or to determine another Business Day for the execution of the auction for important reason (an important reason being, for instance, if the settlement day of the relevant Settlement Location ends after 15:00 CET).

Once the buy-in has been announced, the Clearing Member having the delivery obligation is no longer entitled to deliver Securities to Eurex Clearing AG on the day of auction as well as until a written notification of Eurex Clearing AG.

If the Securities to be delivered are replaced by means of an auction, the defaulting Clearing Member's obligation to deliver resulting from the original FWB Transaction expires with debt-discharging effect.

(b) Costs of the Auction

Eurex Clearing AG charges the defaulting Clearing Member with a fee for each auction carried out for the replacement in relation to a class of Securities in an amount of (i) 0.1 per cent of the value of the fixed income Securities to be delivered under the relevant FWB Transaction, or (ii) in the case of Securities other than fixed income Securities, 10 per cent of the value of the Securities to

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be delivered under the relevant FWB Transaction, however at least EUR 250 and at maximum EUR 5,000. When converting fees into the invoice currency, Eurex Clearing AG will use a commercially reasonable exchange rate applicable at the relevant point in time.

(3) Cash Settlement

(a) General Provisions

If a replacement of the non-delivered Securities pursuant to Paragraph (1) and (2) was not successful in whole or in parts, Eurex Clearing AG may determine, on a day after the delivery day (the "**Determination Day**") a cash settlement regarding the non-delivered and non-replaced shares.

The Determination Day is (i) the 8th Business Day after the delivery day in the case of Shares and (ii) a point in time between the 30th and the 36th Business Day after the delivery day in the case of Other Securities.

If proceedings pursuant to Chapter 11 of the US-American Bankruptcy Code are initiated against the issuer of the Securities to be delivered, Eurex Clearing AG may, determine such cash settlement on the 6th Business Day following the delivery day already.

(b) Cash Settlement Amount

The cash settlement amount is determined as follows:

(aa) The highest of (i) the settlement price of the respective class of securities as determined by Eurex Clearing AG plus a premium of 100 per cent, (ii) the selling price and (iii) the purchase price of the relevant FWB Transaction will be determined. For Transactions in fixed income Securities, the cash settlement amount is determined without taking into account accrued interest and by adding a premium of 300 basis points.

(bb) The highest price so determined is multiplied by the number of non-delivered Securities owed under the non-performed FWB Transaction.

(c) Consequences of Cash Settlement

Upon determination of the cash settlement, the defaulting Clearing Member's delivery obligations under the non-performed FWB Transaction expire with debt-discharging effect. The defaulting Clearing Member is obliged to pay to Eurex Clearing AG the determined cash settlement amount.

In the case of Securities of the same class owed by Eurex Clearing AG to one or more other Clearing Member(s), which have not been delivered on the Determination Day at the latest, the provisions above shall apply accordingly to the extent equalling the number of Securities owed and not delivered in time by the defaulting Clearing Member to Eurex Clearing AG.

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After receipt Eurex Clearing AG will forward the cash settlement amount to the Clearing Member to whom delivery has not been effected in due time.

(d) Specific Provisions for Other Securities

If a cash settlement pursuant to Number Paragraph (3) (a) and (b) in respect of non-delivered Other Securities should not be possible in whole or in part, Eurex Clearing [AG](#) will attempt to replace the Other Securities. Such further replacement purchase takes place initially on the 37th Business Day after the delivery day and will be effected pursuant to Paragraph (2) (a).

If the Other Securities cannot be acquired by way of the relevant replacement purchase, Eurex Clearing AG will determine a further cash settlement initially between the 40th and the 46th Business Day after the delivery day. The cash settlement amount is determined pursuant to Paragraph (3) (b). The defaulting Clearing Member shall be given time to deliver the Other Securities before the determination of the cash settlement. If proceedings pursuant to Chapter 11 of the US-American Bankruptcy Code are initiated against the issuer of the Other Securities to be delivered, Eurex Clearing AG may determine a cash settlement on the 6th Business Day following the delivery day already. The consequences of the determination of the cash settlement are determined pursuant to Paragraph (3) (c).

The replacement and the cash settlement will be repeated every 10 Business Days until all Other Securities required to be delivered have been delivered or until the cash settlement has been effected.

(e) Cash Settlement Fee

Eurex Clearing AG will charge a fee from the defaulting Clearing Member for every determined cash settlement in an amount of 0.0025 per cent of the value of the Securities to be delivered under the relevant FWB Transaction, however at least EUR 250 and at maximum EUR 1,000. When converting fees into the invoice currency, Eurex Clearing AG will use a commercially reasonable exchange rate applicable at the relevant point in time.

(4) Disclosure of Delivery Claim

(a) Assertion of Temporary Rights

If the defaulting Clearing Member does not deliver Securities in time that provide for rights or are connected with rights that can be asserted within a specified period of time only, Eurex Clearing AG discloses its claim for delivery of these Securities to the Clearing Member to whom delivery has not been effected in due time in accordance with Number 2.2.2 Paragraph (1).

(b) Exchange Offers for Securities

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If the defaulting Clearing Member does not deliver Securities in time that can be exchanged against other Securities or cash in the context of a corporate action or which are subject to an optional right in the context of a mandatory corporate action, and if the Clearing Member to whom delivery has not been effected in due time has suffered a damage as a result thereof and has evidenced such damage vis-a-vis Eurex Clearing AG within the statutory limitation period, Eurex Clearing AG may disclose its claim for delivery of these Securities to the Clearing Member to whom delivery has not been effected in due time in accordance with Number 2.2.2 Paragraph (1).

The disclosure may also be made if the claim has already been fulfilled.

(c) Cash Distributions on ETF shares

If the defaulting Clearing Member does not deliver ETF shares in time on which cash distributions are payable pursuant to Number 2.3 Paragraph (2) (a), and if the Clearing Member to whom delivery has not been effected in due time has suffered a damage as a result thereof and has evidenced such damage vis-a-vis Eurex Clearing AG within the statutory limitation period, Eurex Clearing AG may disclose its claim for delivery of these Securities to the Clearing Member to whom delivery has not been effected in due time in accordance with Number 2.2.2 Paragraph (1).

The disclosure may also be made if the claim has already been fulfilled.

(5) Interest Payments in case of Fixed Income Securities

If the defaulting Clearing Member does not deliver fixed income Securities in time on which interest payments are payable, Eurex Clearing AG will collect the amount of such interest payments from the defaulting Clearing Member at the relevant due date and transfer such amount to the Clearing Member to whom delivery is due.

(6) Contractual Penalty

(a) Non-delivery of Shares

A Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG if it does not deliver Shares for which the principal trading venue is in a Member State of the European Union at the latest on the delivery day until the respective Settlement Cut-Off Time. This contractual penalty applies regardless of actual damages incurred by Eurex Clearing AG.

The amount of the daily contractual penalty is 0.2 basis points of the value of the non-delivered Shares. The defaulting Clearing Member is obliged to pay the contractual penalty for each day of non-delivery, regardless of whether the right to deliver is excluded pursuant to Paragraph (2) (a), up to and including the day on which the replacement pursuant to Paragraph (2) or the payment of the cash settlement amount as determined pursuant to Paragraph (3) occurs.

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(b) Non-delivery of Securities

A Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG and Eurex Clearing AG is obliged to pay a contractual penalty to the relevant other Clearing Member expecting delivery, if the Clearing Member or Eurex Clearing AG does not deliver Shares and Other Securities on which dividend or bonus payments are payable pursuant to Number 2.3 Paragraph (2) (a). This contractual penalty applies regardless of actual damages incurred by Eurex Clearing AG or the Clearing Member to whom delivery has not been effected, respectively.

This Paragraph (6) (b) shall not apply to the delivery of Securities pursuant to Paragraph (4) (b) or the delivery of ETF shares pursuant to Paragraph (4) (c).

Eurex Clearing AG may waive the assertion of contractual penalties in the case of non-delivery of certain Securities. Eurex Clearing AG will inform the Clearing Members thereof by circular.

The assertion of the contractual penalty against Eurex Clearing AG by the Clearing Member to whom delivery has not been effected must be in written form by using a template accessible on Eurex Clearing AG's website (www.eurexclearing.com), within 30 days following the delivery day.

The amount of the relevant contractual penalty is calculated using the following criteria:

(aa) For the amount of the contractual penalty owed by the Clearing Member, the number of Securities due on the delivery day is multiplied by the amount equal to 35 per cent of the net dividend. For the amount of the contractual penalty owed by Eurex Clearing AG, the number of Securities due on the delivery day is multiplied by the amount equal to 15 per cent of the net dividend. The net dividend is calculated from the dividend due to the shareholder after deduction of payable taxes and duties.

(bb) The calculation of the relevant contractual penalty is made regardless of the delivery of the Securities by the defaulting Clearing Member or a replacement purchase and delivery by Eurex Clearing AG.

(cc) The penalty is charged in the currency of the Securities.

The relevant contractual penalty may only be asserted if the calculation results in an amount in the relevant currency of at least EUR or GBP 5,000, USD, CAD or CHF 7,000, AUD 8,000, PLN 20,000, DKK 38,000, NOK 40,000, SEK 48,000 or JPY 550,000.

The relevant contractual penalty may not be asserted if securities are not delivered on the first Business Day following Good Friday, Easter Monday or Labour Day and if, with respect to these securities, a corporate action pursuant

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to Number 2.3 Paragraph (2) (c) or (e) is to be carried out on one of these holidays.

(c) Consequence of Payment of the Penalty

As far as the Clearing Member obliged to deliver has paid to Eurex Clearing AG a contractual penalty, Eurex Clearing AG will not assert damages up to the amount of the penalty. As far as Eurex Clearing AG has paid to the Clearing Member to whom delivery has not been effected a contractual penalty, such Clearing Member will not assert damages up to the amount of the penalty. The assertion of further damages by Eurex Clearing AG as well as the Clearing Member to whom delivery has not been effected in time remains unaffected.

2.2.2 Non-Delivery of Rights

If the Clearing Member does not deliver rights or rights resulting from Securities to be delivered, with the exception of partial rights pursuant to Number 2.2.3, in time on the delivery day, Eurex Clearing will, following the respective Settlement Cut-Off Time on the last day of the subscription period, or, if this point in time occurs earlier, the 20th Business Day after the delivery day, take the following measures.

- (1) Eurex Clearing AG discloses its claim for transfer of the rights which have not been delivered in time by the defaulting Clearing Member to the Clearing Member to whom delivery is due to the extent that the number of rights to be delivered by the defaulting Clearing Member corresponds to the number of rights to be transferred by Eurex Clearing AG to the Clearing Member to whom delivery is due.
- (2) The disclosure pursuant to Paragraph (1) is made for the purpose to enable the defaulting Clearing Member to enter into an assumption of debt (Section 414 of the German Civil Code) with the Clearing Member to whom delivery is due.

A valid assumption of debt in favour of Eurex Clearing AG presupposes that (i) both relevant Clearing Members agree on a certain number of rights that shall be delivered by the defaulting Clearing Member instead of Eurex Clearing AG to the Clearing Member to whom delivery is due and that (ii) the standardised agreement for the assumption of the delivery obligation ("**Obligation Assumption Agreement**") made available by Eurex Clearing AG has been signed by both Clearing Members and submitted to Eurex Clearing AG.

For the execution of such Obligation Assumption Agreement, Eurex Clearing AG authorises the Clearing Member to whom delivery is due to waive vis-à-vis the defaulting Clearing Member with debt-discharging effect its claim for the delivery of the rights in the number as agreed by both Clearing Members as well as all present and future secondary claims in connection therewith.

- (3) Eurex Clearing AG will set a time period of 10 Business Days at maximum during which the Obligation Assumption Agreement must be signed. Both Clearing Members shall submit the signed Obligation Assumption Agreement to Eurex

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Clearing AG at the latest until 10:00 CET on the Business Day following the last day of such time period.

- (4) As soon as the signed Obligation Assumption Agreement has been received by Eurex Clearing AG, the obligation of Eurex Clearing AG to deliver the rights to the Clearing Member to whom delivery is due as well as all present or future secondary claims in connection therewith cease to exist with immediate debt-discharging effect in the number of rights to be transferred as agreed upon by both Clearing Members.
- (5) In the case that no Obligation Assumption Agreement between the respective Clearing Members has been submitted to Eurex Clearing AG within the time period pursuant to Paragraph (3), Eurex Clearing AG will determine a cash settlement with respect to the rights to be delivered by the defaulting Clearing Member in accordance with Number 2.2.1 Paragraph (3) (b) and (c) with the provision that the calculated value of the right at the time of the cash settlement shall replace the determined settlement price.

2.2.3 Non-Delivery of Partial Rights

If the Clearing Member does not deliver partial rights or partial rights resulting from Securities to be delivered in time on the delivery day, Eurex Clearing will, following the respective Settlement Cut-Off Time on the last day of the subscription period, or, if this point in time occurs earlier, the 20th Business Day after the delivery day, determine a cash settlement in relation to the non-delivered partial rights.

The cash settlement amount is determined on the basis of the price set for the partial right by the Settlement Location on the day on which Eurex Clearing AG determines the cash settlement. Number 2.2.1 Paragraph (3) (b) (bb) as well as Number 2.2.1 Paragraph (3) (c) apply accordingly.

2.2.4 Deviating Timing Provisions, Obligation to Tolerate, Costs

At the earliest from the 1st Business Day after the delivery date, Eurex Clearing AG may, [in](#) its dutiful discretion and pursuant to Numbers 2.2.1 to 2.2.3, perform a replacement, a cash settlement or a disclosure if due to extraordinary risks Eurex Clearing AG believes that the collateral deposited with Eurex Clearing AG by the Clearing Member having the delivery obligation is no longer sufficient to secure its Transactions or if Eurex Clearing AG, due to other serious reasons, deems the performance of the aforementioned measures necessary.

Eurex Clearing AG may in addition deviate from the deadlines set forth in Number 2.2.1 to 2.2.3 if compliance with these deadlines would lead to the result that measures pursuant to Number 2.2.1 to 2.2.3 cannot be performed or if their performance would cause disproportional effort or costs, or if such deviation is required by other deadlines or by obligations resulting from the Securities.

The measures pursuant to Number 2.2.1 to 2.2.4 shall be binding on the Clearing Member to whom delivery has not been made in due time.

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The defaulting Clearing Member is obliged to bear the costs resulting from measures pursuant to Number 2.2.1 to 2.2.4.

2.3 Corporate Actions

(1) Where corporate actions pursuant to Paragraph (2) are carried out in respect of securities which relate to unperformed FWB Transactions, Eurex Clearing AG shall process these actions as follows on an individual basis when clearing such ~~transactions~~ Transactions with its Clearing Members: The value date of the requisite debits and credits on accounts of Clearing Members involved will be ascertained on the basis of the due days determined and announced by Clearstream Banking AG. In the absence of further agreements or rulings in particular in Paragraph (2), securities shall be transferred with the rights and duties which existed at the conclusion of the ~~transaction~~ Transaction.

(2) Type of corporate action:

(a) Dividend and bonus payments

If dividends, bonus payments or other cash distributions occur, Eurex Clearing AG shall collect them from the shares seller when they fall due and transfer them to the purchaser of the shares. These payments are posted to the RTGS Accounts or the euroSIC Accounts or the respective foreign currency accounts. All payments shall be rendered with due observance of the applicable tax legislation.

If the due date falls on Good Friday, Easter Monday or Labour Day, the collections and transferrals shall take place on the second Business Day after the respective holiday.

(b) Granting of additional rights

If subscription rights to shares or comparable rights are granted, the Clearing Member obliged to deliver on the grounds of as yet unperformed FWB Transactions shall be obliged to transfer these rights to Eurex Clearing AG subject to the cut-off date defined by Clearstream Banking AG. Eurex Clearing AG shall be entitled to arrange for the transfer of rights in the name of the Clearing Member concerned. Subsequently, Eurex Clearing AG shall credit on the above-mentioned cut-off date the Clearing Member, which has entitlement on the grounds of as yet unperformed FWB Transactions, with the rights transferred to it. This applies to fractional rights *mutatis mutandis*.

If the cut-off date determined falls on Good Friday, Easter Monday or Labour Day, the transferrals and credits shall take place on the second Business Day after the respective holiday.

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(c) Conversion offers

Shareholders may be made an offer to convert existing shares to new ones, shares of another stock corporation, other securities and/or cash settlement. If this is the case, Eurex Clearing AG shall, in regard of FWB Transactions which Clearing Members have not yet concluded with it, transfer the relevant existing shares to Clearing Members to receive deliveries. That transfer shall include the options still existing on the date of performance.

(d) Final maturity of fixed income securities

If, in case of yet unperformed FWB Transactions regarding fixed income securities, the final maturity of such securities is reached, Eurex Clearing AG will perform a cash settlement in lieu of the securities' delivery. The cash settlement is fixed by Eurex Clearing AG at the last settlement price determined for these securities plus the respective interest accrued.

(e) Other corporate actions

If a corporate action is carried out such as is not governed by the present provisions, Clearing Members obliged to deliver shall implement transfer of the securities or rights involved within the meaning of the instructions laid down by Eurex Clearing AG in line with the content of the said provisions. Eurex Clearing AG shall in turn transfer the securities and rights it is to deliver and which are affected by such a corporate action to the Clearing Members which are to receive delivery. Sentences 1 and 2 apply *mutatis mutandis* for cash payments which Clearing Members have to perform on the basis of corporate actions not governed by the above-mentioned provisions.

(3) Cash Settlement of Fractions and Purchase Attempt

Eurex Clearing AG shall be entitled to determine that non-minimum/non-multiple unit conform quantities of securities or rights ("**Fractions**") resulting from corporate action events described in Paragraph (2) (b), (c) and (e) above shall be settled by payment of a cash amount. Upon such determination of a cash settlement by Eurex Clearing AG and notification of the Clearing Members thereof, the delivery obligations relating to the Fractions shall expire with debt-discharging effect and the Clearing Member obliged to deliver shall in lieu pay to Eurex Clearing AG and Eurex Clearing AG shall forward to the Clearing Member entitled to receive a cash amount in the currency of the underlying FWB Transaction and equal to the market value of the Fractions on the record date of the relevant corporate action event ("**Record Date**") as determined by Eurex Clearing AG in its reasonable discretion and notified to the Clearing Members.

Eurex Clearing AG assesses if a cash settlement shall occur or whether a physical delivery with a minimum/multiple conform quantity of securities or rights – in accordance with the original delivery obligation - is nevertheless possible subject to a prior purchase. If this is the case, Eurex Clearing AG attempts to purchase the

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relevant securities or rights using the cash amount received from the Clearing Member obliged to deliver, on the day following the Record Date and – if necessary - on the day following that day for a purchase price that may not exceed 120% of the market value on the Record Date (“**Purchase Attempt**”). If a Purchase Attempt is successful, Eurex Clearing AG delivers the relevant securities or rights to the Clearing Member entitled to receive, if a Purchase Attempt is not successful, a cash settlement with respect to the securities or rights occurs, in each case the delivery obligations vis-à-vis the Clearing ~~member~~ Member entitled to receive expire with debt discharging effect.

If the Clearing Member obliged to deliver has delivered a minimum/multiple conform quantity of securities or rights to Eurex Clearing AG despite a cash settlement by Eurex Clearing AG relating to such securities or rights in favour of the Clearing Member entitled to receive, Eurex Clearing AG shall sell the relevant securities or rights and use the proceeds to compensate the cash settlement (“**Sale**”).

In the event of a non-delivery (as described in Number 2.2) and the occurrence of any corporate action event described in Paragraph (2) (b), (c) and (e), the Clearing Member obliged to deliver shall cover any losses incurred to Eurex Clearing AG as a result of a Purchase Attempt or Sale.

(4) Reversal of FWB Transactions

If an FWB Transaction is reversed after its conclusion pursuant to the Conditions for Transactions on FWB, the debits/credits, arising from corporate actions, to the accounts of Clearing Members concerned shall also be reversed with the value date of the FWB Transaction reversal.

(5) Corrections to corporate actions

Clearstream Banking AG may carry out corrections to corporate actions conducted by Eurex Clearing AG pursuant to Paragraph (2) or which should have been carried out, in regard of as yet unperformed or performed FWB Transactions (such corrections might be reversals, adjustments, etc.); in such cases of correction, Eurex Clearing AG shall be entitled to undertake corresponding corrections to corporate actions it has conducted pursuant to Paragraph (2) and to carry out any non-implemented corporate actions retroactively.

For the eventuality that corporate actions in regard of as yet unperformed or performed FWB Transactions were not carried out and afterwards corrected or implemented by the Clearstream Banking AG, Eurex Clearing AG shall reserve the right to waive the subsequent implementation of the corporate action in favour of assigning to the claimant Clearing Member its claims against other Clearing Members arising out of corresponding identical transactions with debt-discharging effect.

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(6) Change of method of holding in custody

If, due to a corporate action on the part of an issuer, securities held in collective custody or ancillary rights need to be held on a trust-custody basis or in a different way (hereinafter referred to as “**change of method of holding in custody**”) Eurex Clearing AG is entitled according to its best judgement and by safeguarding of the interests of the respective Clearing Member to effectuate transactions to be performed by Eurex Clearing AG by using securities or ancillary rights subject to such a change of method of holding in custody.

Eurex Clearing AG is also entitled, in case of delivery obligations with shares, fractional rights and ancillary rights which are not fully feasible, to clear such delivery obligations at Clearstream Banking AG on the first Business Day after the Business Day on which the delivery obligation came into existence after respective order by Eurex Clearing AG. Numbers 2.2.1 and 2.2.2 do not apply.

2.4 Daily Assessment

- (1) For each delivery in securities and rights which has not yet been fulfilled, gains and losses at the respective Business Day shall be determined and balanced against the deposited securities. For all deliveries not having been fulfilled yet, the amount of the securities to be deposited is determined by the difference between the price of the transaction and the daily settlement price of the Business Day.
- (2) The daily settlement price shall be determined by Eurex Clearing AG after close of trading and shall be communicated to the Clearing Members.

2.5 Netting Agreement

In addition to the set-off regulated in Chapter I Part 1 Number 1.3 and Part 2 Subpart A Number 7 and 8, Eurex Clearing AG may agree with a Clearing Member upon a same-day netting of claims from ~~transactions~~ [Transactions](#) pursuant to this Chapter with respect to the relevant Standard Agreement. In this case, the netting shall be carried out on basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Members.

Same-day netting means that claims from ~~transactions~~ [Transactions](#) concluded on a trading day shall be netted on that trading day.

The Clearing Member may furthermore determine by declaration vis-à-vis Eurex Clearing AG whether it will use the functions of the Gross Delivery Management under Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) for control of the fulfilment of the claims resulting from the netting procedure. In case of a utilisation of the Gross Delivery Management, the service of Eurex Clearing AG described in Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) shall extend to the claims resulting from the netting. Such declaration shall be submitted in the form and within a deadline given by the Executive Board of Eurex Clearing AG.

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2.5.1 Included Claims

All claims arisen on the respective trading day which have resulted from the Transactions concluded at the Frankfurter Wertpapierbörse pursuant to this Chapter shall be included in the same-day netting pursuant to Number 2.5. Clearing Members may net or separately process Transactions which are concluded at the different trading locations of the Frankfurter Wertpapierbörse. The claims are required to be able to be netted.

A claim can be netted if the Transaction under which such claim arises has been designated for netting by the respective Clearing Member. The Transactions shall be designated for netting pursuant to Number 2.5.2 by the Clearing Members with the determination of the Set-Off Cluster. The aforementioned declaration shall be submitted in a form and within a deadline determined by Eurex Clearing AG.

2.5.2 Netting Units

The claims resulting from the transactions supposed to be netted shall be summarised as netting units within which the netting takes place.

A netting unit shall be generated from the transactions on respectively one security class. A netting unit shall be defined by the following characteristics:

- involved trading participant and
- account assigned as a Clearing Member Own Account, a NOSA ~~Direct Client~~ UDC Account, ~~an NCM/RC~~ a DC Own Account or a NOSA Indirect Client Account and
- chosen settlement institute and
- chosen settlement account.

2.5.3 Netting Procedure

Within the chosen netting units, the claims directed at an assignment of a security class shall, as far as possible, be netted with each other. At the same time, a netting of the cash claims being in exchange relationship with the claims on assignment shall take place.

The parts of aforementioned claims which cannot be netted shall be summarised to respectively one total receivable to assignment and one cash receivable. These claims shall be fulfilled pursuant to Number 2.1.

If aforementioned netting within a netting unit shows that

- a receivable to assignment and a cash receivable would exist for a contractual party,
- or
- the claims to assignment of both parties could totally be netted, or
- the cash claims of both parties could totally be netted,

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the claims within one netting unit shall not be netted. In this case, a consolidation of the claims shall take place only, with the result of one assignment receivable and one cash receivable each of Eurex Clearing AG and the Clearing Member. These claims shall be fulfilled pursuant to Number 2.1. Upon conclusion of the netting, Eurex Clearing AG shall inform the Clearing Member about the netted claims and its results.

As soon as the netting has been concluded, Eurex Clearing AG shall inform the Clearing Member about the netted claims and the result of the netting.

2.5.4 Netting Time

The netting shall generally take place in the system of Eurex Clearing AG on each Business Day with the daily end processing.

2.5.5 Netting Effectiveness

Upon closing of the netting, all netted claims in the relationship between Eurex Clearing AG and the Clearing Member are fulfilled (in each case to the extent that they are effected by such netting).

Chapter VI of the Clearing Conditions of Eurex Clearing AG

Transactions Concluded at the Irish Stock Exchange

(ISE Dublin)

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

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Chapter VI Preamble	

Preamble

This Chapter VI forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter VI.

Chapter I together with this Chapter VI and all references to other Chapters or Annexes of the Clearing Conditions shall apply for all Clearing Members with a respective Clearing License, [and](#) their ~~Non-Clearing Members, Registered Customers and~~ ICM Clients as well as all Interim Participants (if applicable).

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Chapter VI Part 1	

Part 1 General Provisions

- (1) Clearing shall include all transactions in shares and rights concluded at the Irish Stock Exchange (“**ISE**”) pursuant to Sentence 2 (hereafter referred to as “**ISE Transactions**”). In accordance with ISE, Eurex Clearing AG determines and announces to the Clearing Members exclusively via electronic publication in the internet, available on the internet pages of Eurex Clearing AG (www.eurexclearing.com), which shares and rights shall be included in the Clearing pursuant to Sentence 1.

In accordance with ISE, Eurex Clearing AG determines which shares and rights shall no longer be included in the Clearing pursuant to Sentences 1 and 2 and announces the respective shares and rights and the respective point in time to the ISE in written form and to the Clearing Members exclusively via electronic publication in the internet, available on the internet pages of Eurex Clearing AG (www.eurexclearing.com). From this point in time, the provisions pursuant to Number 1.1.4 Paragraph (1) and (2) do no longer apply. ISE will either suspend the shares and rights determined in accordance with Eurex Clearing AG from trading as of the date announced by Eurex Clearing AG pursuant to Sentence 3 or notify its trading participants that the provisions pursuant to Number 1.1.4 Paragraph (1) and (2) for these shares and rights do no longer apply for the trading of shares and rights as of the point in time named by Eurex Clearing AG. From the point in time specified in Sentence 3, transactions at ISE in shares and rights pursuant to Sentence 3 only come into effect bilaterally between the trading participants of ISE.

- (2) If and to the extent that the Clearing of ISE Transactions has been agreed upon between Eurex Clearing AG and ISE, and to the extent that the following rules do not provide otherwise, the provisions set forth in Chapter I – with the exemption of [Net Processing pursuant to Chapter I Part 1 Number 1.3.1 Paragraph \(1\) \(c\)](#) (“**Net Processing**”) – shall also apply to the Clearing of ISE Transactions.
- (3) ISE Transactions and the rights and obligations resulting therefrom in the form of deliveries and payments with respect to the fulfilment of such ISE Transactions are subject to Irish law. The rights and obligations resulting from the clearing of ISE Transactions by Eurex Clearing AG or in connection with the clearing of ISE Transactions, in particular due to default or in connection with the settlement netting regulated in the Clearing-Conditions or with the provision of collateral, are subject to the law of Germany. Sentence 1 and 2 apply unless the following sections expressly provide otherwise.
- (4) The Clearing Conditions incorporate by reference the Rules and Regulations of the Irish Stock Exchange as well as the Rules and the Manual of the CREST-system (“**CREST**”) of Euroclear UK & Ireland Ltd. (“**EUI**”) and the Terms and Conditions for CREST-Members with respect to the Clearing of Transactions concluded on the Irish Stock Exchange pursuant to this Chapter VI, each as amended from time to time.

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Chapter VI Part 1	

1.1 Clearing Licenses

1.1.1 Granting of Clearing Licenses

A Clearing License is required in order to participate in the Clearing of ISE Transactions, and Eurex Clearing AG shall grant such Clearing License upon written application.

1.1.2 Prerequisites for Clearing Licenses

- (1) With regard to the prerequisites to be fulfilled within the scope of granting the Clearing License, Chapter I Part 1 Numbers 2.1.1 to 2.1.3 apply.
- (2) The applicant shall meet the following additional requirements:
 - (a) The use of appropriate technical equipment (back-office facilities) to ensure the orderly recording, booking and supervision of all transactions, as well as the provision of margin and the calculation of margin requirement with respect to the customers pursuant to the minimum requirements of Eurex Clearing AG (clearing obligations). For this purpose, it is necessary that the applicant has access to both the CREST system ("**CREST**") of Euroclear UK & Ireland Ltd. ("**EUI**") and the systems of Eurex Clearing AG. The technical access to the system of Eurex Clearing AG is carried out under inclusion of the respectively valid version of the General Terms of Use for the network of Eurex Clearing AG or the Connection Agreement.
 - (b) Evidence of status as "**Clearing Member Undertaking**" admitted at EUI or status as "**Sponsored Clearing Member Undertaking**" pursuant to the respective contractual provisions of EUI valid at that time.
 - (c) Evidence of status as CREST settlement member admitted at EUI (including securities account and respective cash account at EUI) or evidence that a third company already admitted at EUI as CREST settlement member (including securities account and respective cash account at EUI) acts as CREST settlement agent on behalf of the applicant pursuant to the provisions of the current regulations of EUI. In the latter case, the applicant has to name in written form to Eurex Clearing AG such third company acting on behalf of the applicant as its CREST settlement agent.
 - (d) Evidence of status as an ISE "**member firm**" or at least "**Clearing Only Member Firm**" as defined in the Member Firm Rules of the Irish Stock Exchange ("**ISE Member Firm Rules**").
 - (e) The granting of authorisations according to Chapter I Part 1 Number 2.1.2 Paragraph (5) (e) is not required.
 - (f) Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e) (Gross Delivery Management) shall not apply to ISE Transactions.

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1.1.3 Rejection, Termination or Suspension of the Clearing License

- (1) ~~For~~ With respect to the rejection or termination ~~or order of~~ of a Clearing License, Chapter I Part 1 Number 2.1.4 and, with respect to the suspension of a Clearing License, ~~the provisions pursuant to Chapter I Part 1 Number 2.1.4 and Part 2 Subpart A Number 6 or Part 3 Subpart A Number 7, Subpart B Number 6~~ shall apply, respectively.
- (2) Eurex Clearing AG shall notify ISE in writing about the termination or order of suspension of the Clearing License of a Clearing Member which is entitled to ~~clearing of~~ clear ISE Transactions. Eurex Clearing AG may inform ISE before taking any measures which would, pursuant to Chapter I Part 1 Number 2.1.4 ~~and, Part 2 Subpart A Number 6 or Part 3 Subpart A Number 7 or Subpart B Number 6,~~ lead to ~~the a~~ termination or order of suspension pursuant to Sentence 1, in writing or via telephone.

1.1.4 **Conclusion of Transactions**

- (1) At the Irish Stock Exchange, the only parties to ISE Transactions are Eurex Clearing AG and a Clearing Member. Eurex Clearing AG makes an open offer to Clearing Members and shall enter into a central counterparty contract when two orders in securities subject to Clearing under this Chapter VI are matched electronically on the ISE trading system. Such matching constitutes the acceptance of the open offer by each of the trading participants at the Irish Stock Exchange which have entered the orders that have been matched and a central counterparty contract shall immediately arise between Eurex Clearing AG and the relevant Clearing Member ~~in question~~. Where an order which has been matched electronically on the ISE trading system has been entered by a ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant, the open offer ~~of~~ Eurex Clearing AG shall be accepted by that ~~Non-Clearing Member as agent~~ DC Market Participant or Indirect Client Market Participant as agent (Stellvertreter) for the General Clearing Member which provides clearing services for that ~~Non-Clearing Member~~ DC Market Participant. The General Clearing Member shall be bound by the terms of such ~~a transaction~~ Transaction, irrespective of anything contained in any agreement or arrangement between the General Clearing Member and the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant. All transactions for the sale and purchase of securities between Eurex Clearing AG and Clearing Members and all matters concerning the formation and validity of such transactions shall be governed by and construed in accordance with the law of the Republic of Ireland.

It shall be a term of every central counterparty contract between Eurex Clearing AG and a Clearing Member that the obligation of each of Eurex Clearing AG and the Clearing Member as between themselves to deliver securities or pay cash in respect of that, where the Clearing Member has elected to settle a transaction on a net basis, transaction shall be discharged by and upon the delivery of the net amount of securities of the same description as the securities to which that transaction relates and/or the payment of the net amount of cash for securities of that description

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calculated, in accordance with the netting procedures provided by EUI, as payable and/or deliverable on the settlement date of the relevant transactions between Eurex Clearing AG and the Clearing Member.

- (2) With matching of orders resulting in the conclusion of an ISE Transaction, a ~~transaction-Transaction~~ shall be effected between Eurex Clearing AG and a [Clearing Member that is](#) a trading participant at the Irish Stock Exchange pursuant to the law of the Republic of Ireland ~~to the extent that such trading participant is authorised to engage in clearing activities (“Clearing Member”)~~, and an equivalent ~~transaction~~ [Transaction](#) shall be effected pursuant to the law of the Republic of Ireland between Eurex Clearing AG and another Clearing Member. No ISE Transaction shall be capable of being entered into between two or more Clearing Members. Each ~~transaction-Transaction~~ with Eurex Clearing AG is a separate ~~transaction~~ [Transaction](#) the performance of which is not contingent on the obligations of the parties under any connected ~~transaction-Transaction~~ becoming discharged.

If, in case of Sentence 1, a trading participant at the Irish Stock Exchange is not authorised to engage in clearing activities (~~Non-Clearing Member~~) ~~itself itself~~ ([DC Market Participant or Indirect Client Market Participant](#)), transactions at the ISE can only be effected via the Clearing Member through which the ~~Non-Clearing Member settles~~ [DC Market Participant or Indirect Client Market Participant clears](#) its ISE Transactions. If an order entered into the ISE system by a ~~Non-Clearing Member~~ [DC Market Participant or Indirect Client Market Participant](#) is matched with another order, a ~~transaction between the Non-Clearing Member and the Clearing Member and an equivalent transaction between the~~ [Transaction between the DC Market Participant's or Indirect Client Market Participant's](#) Clearing Member and Eurex Clearing AG ~~and, if the DC Market Participant (or the Disclosed Direct Client of the Indirect Client Market Participant) is an ICM Client acting under the ICM-ECD Provisions, an equivalent Transaction between the Clearing Member and such ICM Client, in each case~~ pursuant to the law of the Republic of Ireland, shall simultaneously ~~take place~~ [be concluded](#).

- (3) If an ISE Transaction is deleted or cancelled by the ISE according to the trading conditions of ISE, the cancellation of such ISE Transaction is carried out by ISE by entering a contra-trade in the amount of the price of the respective ISE Transaction into the electronic system of ISE. Following any such contra-trade the obligations as between any Clearing Member to which the ~~contra-trade~~ [contra-trade](#) relates and Eurex Clearing AG shall be automatically amended to reflect the contra-trade. Each Clearing Member entitles Eurex Clearing AG to authorise EUI on its behalf and on behalf of the entitled Clearing Members with the settlement of contra-trades. The Clearing Members are obliged to confirm the contra-trades authorised by Eurex Clearing AG in the system of EUI pursuant to Sentence 2 at the same day (Matching). Eurex Clearing AG and the relevant Clearing Members are obliged to immediately delete the ISE Transactions to be cancelled pursuant to Sentence 1 in the system of EUI. Any debits booked on the accounts of Eurex Clearing AG or the relevant Clearing Members shall immediately be cancelled in the system of EUI. Any debits or credits booked on the accounts of Eurex Clearing AG or the relevant

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Clearing Members shall be cancelled accordingly. In this case, the relevant Clearing Members are obliged, after respective notification, to confirm respectively to enter or to delete the orders entered or cancelled in the system of EUI by Eurex Clearing AG.

- (4) Eurex Clearing AG may at any time void any Transaction concluded with a Clearing Member (in this Paragraph (4), the “**Affected Clearing Member**”), send instructions to EUI voiding any ~~transaction~~ Transaction with the Affected Clearing Member or take measures in the Republic of Ireland if:
- (a) the transfer contemplated by the ~~transaction~~ Transaction is prohibited by an Order of the High Court of Ireland or by or under any law having effect in the Republic of Ireland; or
 - (b) the relevant issuer has actual notice that the transfer contemplated by the ~~transaction~~ Transaction is avoided by or under any law having effect in Ireland; or
 - (c) the relevant transfer contemplated by the ~~transaction~~ Transaction has as the transferee a deceased person; or
 - (d) the equivalent ~~transaction~~ Transaction under Paragraph (2) is subject to any of Paragraph (4) a) to c) above.

In case Eurex Clearing AG voids an ISE Transaction pursuant to this Paragraph 4, Eurex Clearing AG shall close all positions (*Glattstellung*) in respect of any Clearing Member, whose ISE Transactions are affected by such voidness. The Affected Clearing Member shall bear all costs of such closing of ~~transactions~~ Transactions.

- (5) ~~Neither~~ Clearing Members ~~nor Non-Clearing Members nor~~ shall not (and shall procure that their DC Market Participants and Indirect Client Market Participants or any third person ~~may procure any other person acting on such person's~~ acting on the Clearing Member's or the DC Market Participant's or Indirect Client Market Participant's behalf (i.e. any agent, affiliate, contractor, liquidator, administrator, administrative receiver or trustee in bankruptcy of any such person but excluding EUI and Eurex Clearing AG) ~~to~~ shall not seek a Court Order ~~to~~ or shall not take any other step in respect of the register of securities by an issuer or registrar, whether to prevent the registration of any transferee of securities or otherwise.

1.1.5 Business Days

The Business Days of Eurex Clearing AG within the meaning of Chapter VI shall be the days determined by Eurex Clearing AG in accordance with Chapter I Part 1 Number 1.2.4 Paragraph (1) (e).

1.1.6 Liability

Eurex Clearing AG is liable ~~pursuant to the provisions of~~ in accordance with Chapter I Part 1 Number 14.1.2. Furthermore, the Clearing Member has to release and indemnify Eurex Clearing AG from all requirements and claims of third parties – in particular of ISE,

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EUI or the settlement bank – to the extent such requirements and claims are directly or indirectly opposed to Eurex Clearing AG in its capacity as CREST Central Sponsor or as CCP Participant and to the extent they affect an obligation of the Clearing Member having been culpably violated by it and if ~~no~~ Eurex Clearing AG has not acted in ~~an a~~ culpable way. Eurex Clearing AG shall immediately notify the Clearing Member of such imminent requirement respectively such claim and will provide the Clearing Member with all information it needs in order to take over the legal defense, if it intends to do so. A dispute of the settlement, provided it is not based on a judgment, needs consent of Eurex Clearing AG.

1.2 Default Fund

1.2.1 Contribution to the Default Fund

Regardless of ~~other the~~ margin provisions, each Clearing Member is obliged to pay a contribution to the Default Fund pursuant to Chapter I Part 1 Number 6.1.

1.2.2 Realisation of the Default Fund

The realisation of a contribution to Default Fund paid by a Clearing Member is subject to Chapter I Part 1 Number 6.2.

1.2.3 Further Contributions (Assessments) and Replenishment of Contributions to the Default Fund

Further Contributions (Assessments) and replenishments of Contributions to the Default Fund shall be subject to Chapter I Part 1 Number 6.3.

1.2.4 Release of the Contributions to the Default Fund

The release of contributions to the Default Fund shall be subject to Chapter I Part 1 Number 6.4.

1.3 Legal Relationships between Eurex Clearing AG, Clearing Member and ~~Non-Clearing Member (NCM)~~ DC Market Participants/Indirect Client Market Participants

1.3.1 DC Market Participants/Indirect Client Market Participants

~~1.3.1 Rights and Obligations of Non-Clearing Members of Clearing Members of Eurex Clearing AG~~

1.3.1.1 General Provisions

~~A Non-Clearing Member must clear all its Transactions only through one Clearing Member in accordance with the Clearing Agreement.~~

Eurex Clearing AG will not accept that more than one Clearing Member clears ISE Transactions relating to a certain DC Market Participant or a certain Indirect Client Market Participant.

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1.3.1.2 ~~Replacement of~~ Transfer of clearing activities to another Clearing Member

- (1) ~~The Non-Clearing Member may replace a Clearing Member in accordance with~~ If a Clearing Member clears ISE Transactions relating to a DC Market Participant or an Indirect Client Market Participant, a transfer of such clearing activities to another Clearing Member shall be subject to Chapter I Part 1 Number 8.
- (2) In the event of a ~~replacement transfer~~ pursuant to Paragraph (1), Eurex Clearing AG shall transfer open ISE Transactions to the new Clearing Member after the end of the official Trading Period at ISE if the Clearing Members involved confirm the request for the transfer of the ISE Transactions ~~and if a valid Clearing Agreement exists between Eurex Clearing AG, the Non-Clearing Member and the Clearing Member to which the ISE Transactions are to be transferred.~~
- (3) The transfer of ISE Transactions according to Paragraph (2) does not affect the rights and obligations arising from other ISE Transactions.

1.3.2 Rights and Obligations of the Clearing Member of Eurex Clearing AG

- (1) Upon demand of a DC Market Participant or Indirect Client Market Participant, Clearing Members are obliged to ~~conclude a Clearing Agreement with Non-Clearing Members who meet~~ clear DC-Related Transactions (or, in the case of an Indirect Client Market Participant, transactions relating to such Indirect Client Market Participant) if such DC Market Participant or Indirect Client Market Participant meets the other prerequisites for admission to trading at ISE.
- (2) Each Clearing Member is obliged to effect any payment and delivery arising out of all DC-Related Transactions entered into ~~according to the Clearing Agreement by any of the Non-Clearing Members who make their settlements through the Clearing Member~~ with respect to a DC Market Participant (or, in the case of an Indirect Client Market Participant, transactions relating to such Indirect Client Market Participant) with respect to which the Clearing Member clears ISE Transactions.
- (3) If a ~~Non-Clearing Member~~ DC Market Participant fails to effect a security or daily settlement payment as determined by its Clearing Member pursuant to Part 2 Number 2.1.3 (or if the Clearing Member becomes aware of any such failure by an Indirect Client Market Participant in relation to the relevant Direct Client of the Clearing Member), ISE may, upon written request of the Clearing Member vis-à-vis ISE, exclude the ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant from trading at ISE or restrict such ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant to the trading of such securities and rights the clearing of which is not executed by Eurex Clearing AG for the period of the default. Eurex Clearing AG has to be notified by both the Clearing Member and the ISE as soon as such request has been made.

Upon a decision of ISE pursuant to Sentence 1 or in case a ~~Non-Clearing Member ignores~~ DC Market Participant or Indirect Client Market Participant does not comply with a decision of ISE ~~with regard~~ pursuant to Sentence 1 and ~~still trades the~~

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continues to trade securities cleared by Eurex Clearing AG ~~and which although~~ it has been excluded ~~from therefrom~~, the provisions pursuant to Number 1.1.4 Paragraph (1) and (2) and Chapter I Part 1 Number 1.2.2 Paragraph (1) regarding order and quotes entered into the ISE system by ~~Non-Clearing Members~~ DC Market Participants or Indirect Client Market Participant do no longer apply.

- (4) If a Clearing Member fails to effect any payments or deliveries due to Eurex Clearing AG, ISE may, upon application by Eurex Clearing AG, exclude the Clearing ~~Members~~ Member in its capacity as trading participant admitted at ISE (Clearing Only Member Firm or Member Firm) and its affiliated ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants from trading at ISE or restrict them to the trading of such securities and rights the clearing of which is not executed by Eurex Clearing AG.

Upon a decision of ISE pursuant to Sentence 1, the provisions pursuant to Number 1.1.4 Paragraph (1) and (2) and Chapter I Part 1 Number 1.2.2 Paragraph (1) regarding ~~order orders~~ and quotes entered into the ISE system by ~~Non-Clearing Members~~ and its affiliated ~~Non-Clearing Members~~ DC Market Participants and Indirect Client Market Participants do no longer apply.

Eurex Clearing AG is not liable for any loss resulting for a ~~Non-Clearing Member~~ DC Market Participant or Indirect Client Market Participant in case of an exclusion of trading of its Clearing Member at ISE or a restriction to of trading of its Clearing Member ~~in to~~ such securities and rights the clearing of which is not executed by Eurex Clearing AG or for making or failing to make any notification made to the ISE in accordance with this Paragraph (4).

- (5) Provided it is informed, Eurex Clearing AG notifies the Clearing Member about measures vis-à-vis one of its ~~Non-Clearing Members, provided that~~ DC Market Participants or Indirect Client Market Participants if such measures may affect the risk assessment ~~of the Non-Clearing Member with respect to such DC Market Participant or Indirect Client Market Participant.~~
- (6) Each Clearing Member represents and warrants that the securities or rights that it agrees to sell to Eurex Clearing AG as a central counterparty and which are subject to Clearing under these Clearing Conditions, are not subject to any charge, encumbrance or proprietary interest of any kind. ~~With respect to Non-Clearing Members vis-à-vis its respective Clearing Members~~ Sentence 1 applies *mutatis mutandis* with respect to DC Market Participants that are ICM Clients vis-à-vis their respective Clearing Members.
- (7) Each Clearing Member and ~~Non-Clearing Member~~ each DC Market Participant that is an ICM Client acknowledges and agrees that the settlement of Transactions shall take place in accordance with and subject to provisions of the CREST Rules, the CREST Manual and the terms and conditions applying to CREST Members.
- (8) Each Clearing Member and ~~Non-Clearing Member~~ each DC Market Participant that is an ICM Client recognises and agrees that the services provided by Eurex

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Clearing AG under this Chapter VI is a 'system' as designated pursuant to the Settlement Finality Directive (Directive 98/26/EC) as implemented in Germany (the "SFD") and is a system governed by German law, notwithstanding that the contracts between the General Clearing Member and Eurex Clearing AG concluded pursuant to Number 1.1.4 Paragraph (1) and (2) are governed by the law of the Republic of Ireland. A 'transfer order' within the meaning of the SFD shall be deemed to enter into the system and made irrevocable from the moment when the orders in respect of securities subject to ~~clearing~~ Clearing under this Chapter VI are matched and a resultant electronic instruction issued from the trading platform of the Irish Stock Exchange is received by the system.

1.3.3 Termination of Clearing Agreement

- (1) Eurex Clearing AG may terminate any Clearing Agreement in accordance with Chapter I Part 1 Number 13.

If Eurex Clearing AG has terminated a Clearing Agreement, the ~~Non-relevant~~ Clearing Member ~~concerned~~ (or a DC Market Participant acting on its behalf that is an ICM Client) may not enter new orders or quotes, must cancel all outstanding orders and quotes and must close all existing ISE Transactions or transfer such ISE Transactions to another Clearing Member (and the Clearing Member shall procure that its other DC Market Participants and its Indirect Client Market Participants also comply with such requirements). The Clearing Member ~~has to fulfil the shall discharge its~~ obligations under any remaining ISE Transactions ~~of such Non-Clearing Member~~.

- (2) A Clearing Member may terminate a Clearing Agreement at any time by not giving less than 30 calendar days' prior notice. Upon expiration of such notice period, the ~~Non-Clearing Member~~ (or a DC Market Participant or Indirect Client Market Participant acting on its behalf) has to delete all existing orders and settle or transfer to another Clearing Member all existing ISE Transactions; such ~~Non-Clearing Member~~ (or a DC Market Participant or Indirect Client Market Participant acting on its behalf) may thereafter enter no new orders or quotes that would be cleared through the terminating Clearing Member. Paragraph 1 Sentence 2 shall apply *mutatis mutandis*.
- (3) A ~~Non-Clearing Member~~ DC Market Participant that is an ICM Client may terminate ~~a-an ICM~~ Clearing Agreement at any time by not giving less than 30 calendar days' prior notice, provided that it has closed or transferred all open ISE ~~positions~~ Transactions, cancelled all orders and quotes and fulfilled all obligations to ~~the its~~ Clearing Member ~~concerned~~ and Eurex Clearing AG.
- (4) The termination of a Clearing Agreement by a ~~Non-Clearing Member~~ DC Market Participant that is an ICM Client shall become effective only upon the receipt of a written notice of termination by the other two parties.
- (5) Eurex Clearing AG informs ISE in writing about a termination of the Clearing Agreement pursuant to Paragraph (1) to (3) and about the point in time as of which

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the termination becomes effective. From the point in time as of which the termination of the Clearing Agreement becomes effective, the provisions pursuant to Number 1.1.4 Paragraph (1) and (2) and pursuant to Chapter I Part 1 Number 1.2.2 do no longer apply for the orders entered into the electronic trading system of ISE by the respective Clearing Member or ~~Non-Clearing Member in their capacity as trading participants at ISE~~ [the DC Market Participants or Indirect Client Market Participants acting on its behalf](#). From the point in time named by Eurex Clearing AG pursuant to Sentence 1, ISE excludes the respective Clearing Member ~~or Non-Clearing Member~~ [, DC Market Participant or Indirect Client Market Participant](#) in their capacity as trading participants at ISE from trading at ISE or restricts their rights for trading at ISE to securities and rights the clearing of which is not executed by Eurex Clearing AG.

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Part 2 Clearing of transactions concluded at the Irish Stock Exchange (ISE)

2.1 Settlement of ISE Transactions

2.1.1 General Provisions

- (1) Eurex Clearing AG shall be a contracting party for all deliveries and payments at the performance of ISE Transactions.
- (2) Clearing Members must fulfil their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) The following shall apply to the procedures for delivery and payment pursuant to Paragraph (1):

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members which are to receive delivery, on the settlement day (delivery versus payment). Physical deliveries of securities are to be made through the securities account at EUI of Eurex Clearing AG, and the payment is to occur via the respective cash settlement account.

- (4) Transfer of ownership of the securities to be delivered to the Clearing Members and Eurex Clearing AG shall be effected in accordance with the requirement of EUI and the Irish regulations. Under the Irish regulations upon generation of the **Register Update Request** as prescribed by the CREST Manual, a transferee acquires an equitable interest in the appropriate ~~Number~~-number of the securities underlying the relevant ISE Transaction. This equitable interest is superseded by the superior title obtained upon registration by the issuer (or his registrar). The issuer may in certain limited circumstances refuse to register a transfer of title in which case the rules of EUI relating to bad deliveries defined in the CREST Manual shall apply.
- (5) If a transfer of ownership of securities to the transferee in the Share Register in order to fulfil ISE Transactions within the meaning of Paragraph (4) cannot be carried out due to acts or omissions of the Clearing Member or the issuer of the securities to be transferred, and if the bad delivery-Rules of EUI pursuant to the CREST Manual apply, Eurex Clearing AG may close all positions with regard to Clearing Members who have not fulfilled their ISE Transactions.
- (6) All Clearing Members shall ensure their ability to pay and deliver by holding adequate stock in the securities account at EUI and credit at the respective cash accounts.
- (7) References in this Chapter VI to the Irish Regulations means the Companies Act, 1990 (Uncertified Securities) Regulations 1996, as amended, supplemented or substituted from time to time.

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- (8) The ~~Non-Clearing Member~~ shall notify Eurex Clearing AG ~~and the Clearing Member~~ in writing in advance if ~~it~~ one of its DC Market Participants or Indirect Client Market Participants intends to settle due to Model B pursuant to Number 8.1.8 and 8.1.18 of the ISE Member Firm Rules and upon becoming aware of any matter, circumstance or event that an existing Model B settlement arrangement might be endangered or ~~if it intends to terminate its Model B arrangement~~ may be terminated.

2.1.2 Settlement Netting

With respect to ISE Transactions to be settled Eurex Clearing AG facilitates settlement netting, as provided by ~~the Euroclear UK & Ireland Ltd. (“EUI”)~~ facilities and described in the CREST Manual.

EUI provides on behalf of Eurex Clearing AG netting procedures in order to enable or facilitate, at the election of a Clearing Member of Eurex Clearing AG (and the sanction of such an election) made in accordance with such procedures, the termination of certain gross ISE Transactions attributable to that Clearing Member and their replacement upon taking a settlement netting account by a single net transaction. Where the CREST Manual refers to the “**netting rules**” it should be read in conjunction with the Clearing Conditions.

2.1.3 Daily Assessment

- (1) For each delivery of securities and rights not yet performed, profits and losses will be determined on the Business Day concerned and compared with the Margin actually delivered. For all as yet unperformed deliveries, the amount of collateral to be deposited shall be calculated as the difference between the price of the concluded transaction and the daily settlement price for such Business Day.
- (2) The daily settlement price shall be determined by Eurex Clearing AG at its sole discretion.

2.1.4 Margin Requirements

The relevant basic provisions on margin requirements set out in Chapter I apply.

2.1.5 Failure to Deliver

In case of a failure to deliver at delivery date securities owed from an ISE Transaction, the provisions set forth in Number 2.1.5.1 shall apply to shares covered by Article 15 of Regulation (EU) No. 236/2012 as well as to Exchange Traded Funds (ETFs); for other securities, the provisions set forth in Number 2.1.5.2 shall apply.

2.1.5.1 Failure to Deliver Shares pursuant to Article 15 of Regulation (EU) No. 236/2012 and ETFs

- (1) In case of a failure to deliver shares owed from ISE Transactions covered by Article 15 of Regulation (EU) No. 236/2012 as well as ETFs, the provisions set forth in Chapter V Number 2.2 shall apply.

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- (2) All Clearing Members affected by a cash settlement pursuant to Chapter V Number 2.2.1 Paragraph (3) are obligated to cancel in the electronic system CREST of EUI the instructions corresponding to their respective transfer and acceptance obligations.
- (3) If the shares to be delivered are replaced or a cash settlement is determined, the defaulting Clearing Member has to cancel in the electronic system CREST of EUI the delivery instruction which the original ISE Transaction was based upon.

2.1.5.2 Failure to Deliver other Securities except Shares pursuant to Article 15 of Regulation (EU) No. 236/2012 and ETFs

- (1) If the Clearing Member fails to deliver the owed securities or part thereof to Eurex Clearing AG, Eurex Clearing AG shall have the rights pursuant to Paragraph (1) to (6):
- (a) Eurex Clearing AG shall be authorised, for account of the Clearing Member, to carry out a replacement purchase with securities of the same class on the 15th, 18th, 20th and 37th Business Day after the default and in further periods of respectively ten Business Days.

The replacement purchase shall be carried out by means of an auction whose place and implementation may be determined by Eurex Clearing AG under consideration of the interests of the Clearing Member.

For each auction, Eurex Clearing AG shall publish a maximum price for each class of securities, which shall constitute the ceiling for bids. The maximum price for such auction shall be the settlement price for the corresponding class of securities plus an additional charge as determined by Eurex Clearing AG pursuant to Number 5 of the Auction Terms of Eurex Clearing AG.

Any company ("**Vendor**") who has concluded a contract with Eurex Clearing AG beforehand may take part in the auctions.

- (b) If a replacement purchase with the owed securities during an auction is only ~~party~~ partly possible or not possible at all, Eurex Clearing AG shall
- for shares with a GB ISIN on the 21st Business Days upon occurrence of default
 - for shares with an IE ISIN between the 30th and 37th, the 40th and 47th and the 50th and 57th Business Days upon occurrence of the default as well as within other time

be authorised to determine that the obligation pursuant to Paragraph (1) Sentence 1 is replaced by an obligation to pay a claim for compensation to Eurex Clearing AG through novation (cash settlement).

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The same applies accordingly with regard to securities of the same nature owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members – such securities not having been delivered in time – to the extent corresponding the lot size of the securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG and not having been delivered in time. If Eurex Clearing AG is in default with more than one delivery obligation, Eurex Clearing AG shall choose the delivery obligation longest due at first. If there is more than one delivery obligation longest due, Eurex Clearing AG shall implement the securities transfer upon its own dutiful discretion.

The level of the cash settlement shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100 per cent and the highest selling price as well as the highest purchase price of the relevant ISE Transactions. The highest price determined in this way shall be multiplied with the respective number of the owed securities. The resultant sum shall be settled against the respective final amounts of the relevant ISE Transactions. The determination of a cash settlement shall be carried out by declaration vis-à-vis the Clearing Member.

Eurex Clearing AG shall pay out this amount to one or the other Clearing Member(s) who have made ISE Transactions with Eurex Clearing AG according to Sentence 3.

- (c) An implementation of a cash settlement pursuant to Paragraph (1) (b) requires that three repurchase attempts through one auction respectively have been made pursuant to Paragraph (1) (a) in the respective type of securities by Eurex Clearing AG.

Paragraph (1) b) shall apply accordingly if Eurex Clearing AG abstains from a replacement purchase for due reason, in particular in case of a claim of the Clearing Member on assignment of securities of the same class.

- (d) All Clearing Members concerned by a cash settlement shall be obliged to delete the instructions corresponding to the respective assignment and receipt obligations in the electronic system of EUI.
- (e) Eurex Clearing AG shall at any time be authorised to postpone an auction by one or more Business Days, in particular in case of a corporate action concerning the owed securities or to determine another Business Day for the execution for important reason (an important reason being, for instance, if the settlement day of the relevant Settlement Location ends after 15:00 CET).

- (2) If the Clearing Member fails to deliver in due time the rights (e.g. subscription rights) owed as a result of an ISE Transaction (e.g. subscription rights) owed on the delivery day in line with the instructions of Eurex Clearing AG (the “**unperformed ISE Transaction**”), Eurex Clearing AG will carry out the following measures on the last day of the subscription period of the respective right in the system of EUI:

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- (a) Determination of a cash settlement (Cash Settlement) regarding the rights which have not been delivered in due time by the defaulting Clearing Members with the legal result that the fulfilment obligation of the defaulting Clearing Member and Eurex Clearing AG from this transaction expires with discharging effect. Instead, the defaulting Clearing Member is obliged to pay a cash settlement determined by Eurex Clearing AG to Eurex Clearing AG.

The same applies with regard to similar rights owed by Eurex Clearing AG vis-à-vis the defaulting Clearing Member or vis-à-vis one or more other Clearing Members to the extent corresponding to the number of securities owed from the unperformed ISE Transaction which have not been delivered to Eurex Clearing AG by the defaulting Clearing Member. In this case, both the defaulting Clearing Member and the Clearing Member(s) specified in Sentence 3 are obliged to cancel the instructions underlying the respective delivery and subscription obligations in the system of EUI. Number 2.1.5 Paragraph (8) does not apply.

- (b) The amount of the cash compensation to be paid by the defaulting Clearing Member to Eurex Clearing AG shall be determined by comparison between the calculated value of the right to be delivered at the point in time of the cash settlement plus an additional charge in the amount of 100 per cent and the highest sale price and purchase price in the relevant ISE Transactions or deliveries.

The price calculated in this way is multiplied with the respective lot size of the Rights which have not been delivered in due time to Eurex Clearing AG; the resulting sum adds up to the amount to be paid by the defaulting Clearing Member in the course of the cash compensation.

Upon receipt, Eurex Clearing AG will distribute this amount to one or the Clearing Member(s) who have entered into ISE Transactions with Eurex Clearing AG pursuant to Paragraph (2) (a) Sentence 3.

- (3) Eurex Clearing AG may at the earliest on the first Business Day after the delivery day at its own dutiful discretion or pursuant to Paragraph (1) carry out a cash settlement for securities which have not been delivered in due time and, at its own dutiful discretion or pursuant to Paragraph 2, for rights which have not been delivered in due time, if, in its judgement, the securities deposited at Eurex Clearing AG by the Clearing Member obliged to deliver for its transactions do not suffice for the collateralisation of such transactions or if, due to other severe reasons, it regards necessary a replacement with the securities which have not been delivered respectively with the rights not having been delivered and being connected with or resulting from these or other securities.
- (4) Measures set forth in Paragraph (1), (2) and (3) shall be binding on and accepted by the Clearing Member which did not receive delivery in time.

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Where Eurex Clearing AG has commenced a replacement purchase of the owed securities pursuant to Paragraph (1) or (3) by means of an auction, the Clearing Member obliged to deliver shall not be authorised to deliver the securities it owes to Eurex Clearing AG on the day of the auction. If the securities to be delivered have been replaced at an auction, the delivery obligations of the Clearing Member in default deriving from the original ISE Transaction shall expire with discharging effect.

To the extent Eurex Clearing AG has made a cash settlement of Rights which have not been delivered in due time by the defaulting Clearing Member pursuant to Paragraph (2) or (3), the Clearing Member obliged to deliver is not entitled to deliver the owed Rights to Eurex Clearing AG as of the day on which the cash settlement was carried out. In such case, the defaulting Clearing Member is also obliged to delete the delivery instructions underlying the unperformed ISE Transaction in the electronic system of EUI.

- (5) Eurex Clearing AG may deviate from the deadlines defined in Paragraph (1) and (2) if adherence to those deadlines would lead to the measures described in Paragraph (1) or (2) not replacing the securities or rights in question, or replacing them only with a disproportionate expense of time or money, or if other deadlines or obligations resulting from the securities or rights would justify such deviation.
- (6) The defaulting Clearing Member shall bear the costs arising from measures within the meaning of Paragraph (1) to (3). Eurex Clearing AG shall levy upon each defaulting Clearing Member a fee of EUR 250 for each auction held pursuant to Paragraph (1) in one security class and a fee pursuant to Chapter V Number 2.2.1 Paragraph (3) (e) for each cash settlement carried out pursuant to Paragraph (1) (b) or Paragraph (2) (a).

2.1.6 Corporate Actions

- (1) Where corporate actions arise in respect of securities which relate to unsettled ISE Transactions, Clearing ~~members~~ Members (or their settlement agents) will exercise and settle corporate actions in CREST, provided that the corporate action is capable of exercise and settlement through CREST and unless otherwise stated below or notified from time to time.
- (2) Any claim for a distribution in respect of an unsettled ISE Transaction may only be made and settled in accordance with the relevant EUI facilities.
- (3) Notwithstanding Paragraph (1),
 - (a) a corporate action is to be exercised and settled by a Clearing Member (or his CREST settlement agent) in accordance with the election rights pertaining to such corporate action. Eurex Clearing AG will accept instructions from buying Clearing Members – provided in electronic form by means of the CREST Manual and which are made before the buyer instruction deadline set by the CREST Manual for the acceptance of such instructions within the CREST system. The election right is only to be exercised in electronic form through EUI.

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The exercise of an election right which does not comply with the aforementioned provisions is null and void;

- (b) If a Clearing Member does not provide instructions in relation to a elective corporate action through CREST, as set out in Paragraph (3) (a) above, then Eurex Clearing AG shall be entitled to allow the corporate action to default to the “**default option**” as input by EUI. Eurex Clearing AG shall have no liability of any kind to the Clearing Member or any third party in respect thereto;
 - (c) for dividend payments with an election right (**scrip dividends**), the election right is excluded;
 - (d) instructions of buying Clearing Members are allocated to selling Clearing Members’ ISE Transactions automatically by the CREST system (**automatic allocation engine**). The selling Clearing Members are bound to accept such instructions once allocated by EUI (and as though they were received from Eurex Clearing AG) and neither party has the right to veto such instructions;
 - (e) ISE Transactions may be divided into several single transactions in certain cases and a selling Clearing Member should note that it may receive one instruction and option for each split settlement;
 - (f) Clearing Members (or their CREST Settlement Agents) are not permitted to opt out of a transformation (skip the transformation) in relation to any ISE Transactions in CREST. All original securities that were subject of an ISE Transaction shall, on a transformation arising out of a corporate action, be replaced by the **new securities** as they exist after transformation. Following an election being made in an elective corporate action, the selling Clearing Member may only deliver the original securities providing that the delivery is carried out prior to the last time for delivery in the CREST system pursuant to the provisions of the CREST Manual; thereafter the selling Clearing Member must deliver the new securities;
 - (g) In the event that an ISE Transaction involving securities on which a transformation is taking place, remains unmatched in CREST for ten Business Days after the expiry date for those securities, it will be deleted in the CREST system. Eurex Clearing AG will manually re-enter the particulars of the unmatched ISE Transaction to include particulars of the new securities in which case the Clearing Members must immediately input matching instructions to match with those new particulars.
- (4) Eurex Clearing AG facilitates the exercise and settlement of corporate actions for its Clearing Members if a delivery obligation arising out of a corporate action cannot be settled in the CREST system. In such case, Eurex Clearing AG shall notify the respective Clearing Members that the settlement of the relevant corporate action will be effected through Eurex Clearing AG in accordance with such instructions as it shall give from time to time. The respective Clearing Members are obliged to follow

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the instructions of Eurex Clearing AG given for the settlement of the corporate action.

In the specific case of cash dividend payments denominated in a currency that cannot be processed in CREST, Eurex Clearing AG will facilitate such exercise and settlement by converting the respective currency into Euro. When converting currencies, Eurex Clearing AG shall use a commercially reasonable exchange rate prevailing at the relevant point in time.

- (5) If a corporate action which is exercised and settled by EUI or settled through Eurex Clearing AG is not regulated by the aforementioned provisions, the Clearing Members obliged to deliver have to transfer the relevant securities pursuant to the instructions contained in the provisions set forth by Eurex Clearing AG. Eurex Clearing AG will transfer the securities to be delivered by it which are affected by the corporate action to the Clearing Members to whom delivery is to be made accordingly. Sentence 1 and 2 apply *mutatis mutandis* regarding cash payments which are to be made by Clearing Members because of corporate actions not being regulated in the aforementioned provisions.
- (6) For the eventuality that an obligation arising out of a corporate action in regard of as yet settled or non settled ISE Transactions was not fulfilled by the responsible Clearing Member and the relevant corporate action was not carried out, Eurex Clearing AG shall reserve the right to waive the subsequent implementation of the corporate action by assigning its claim against the Clearing Member in favour to the other arising out of corresponding identical ISE Transactions entitled Clearing Members with debt-discharging effect.

2.1.7 Partial Delivery, Fulfilment of ISE Transactions

- (1) Clearing Members who are obliged vis-à-vis Eurex Clearing AG from several ISE Transactions to similar payments, are not entitled to name a specific ISE Transaction which has to be fulfilled with the respective correspondent payment of the Clearing Member in case the payment by Eurex Clearing AG does not suffice for fulfilment of all owed payments of Eurex Clearing AG.
- (2) In case a Clearing Member is obliged to effect similar payments from several ISE Transactions vis-à-vis Eurex Clearing AG and if the respective correspondent payments are only effected in part by such Clearing Member, due to a partly delivery of Eurex Clearing AG to the Clearing Member pursuant to Paragraph (1), the identical ISE Transactions to be fulfilled will be fulfilled on a pro-rata basis by the Clearing Member's partial payments. In case of a partial delivery of securities by a Clearing Member resulting from identical ISE Transactions, the following applies with respect to the determination of the ISE Transactions partly fulfilled by the delivery:
 - (a) Each buy- and purchase transaction is fulfilled by the Clearing Member on a pro-rata basis according to the ratio of partly delivered securities to the securities originally to be delivered in net; within the scope of assignment, the

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ratio is always rounded down to the next smaller whole number per Security Delivery.

- (b) The Security Deliveries remaining after the rounding pursuant to Paragraph (2) (a) will afterwards be assigned – in chronological order of their conclusion – to the Security Deliveries remaining after the assignment pursuant to Paragraph (2) (a); Security Deliveries which have not been assigned in this way, have not been fulfilled by the Clearing Member yet.
- (3) ISE Transactions are fulfilled according the outcome pursuant to Paragraph (2) in whole or in part by the Clearing Member.

Chapter VIII of the Clearing Conditions of Eurex Clearing AG

Clearing of OTC Interest Rate Derivative Transactions, OTC FX Transactions and OTC XCCY Transactions

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

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Chapter VIII Preamble	

Preamble

This Chapter VIII forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter VIII.

Chapter I together with this Chapter VIII and all references to other Chapters or Annexes of the Clearing Conditions shall apply to (i) all Clearing Members with a respective Clearing License, ~~and~~ [and](#) their ~~Registered Customers and~~ ICM Clients, (ii) Basic Clearing Members with a respective Basic Clearing Member Clearing License and their Clearing Agents as well as (iii) all Interim Participants (in each case, if applicable).

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Part 1 General Provisions

- (1) Eurex Clearing AG offers the Clearing and settlement of interest and currency related products traded over-the-counter which are **OTC Interest Rate Derivative Transactions**, (as defined in Part 2 Number 2.1.1), OTC FX Transactions (as defined in Part 3 Number 3.1.1) or OTC XCCY Transactions (as defined in Part 4 Number 4.1.1 and together with the OTC FX Transactions, the “**OTC Currency Transactions**”) provided that such OTC Interest Rate Derivative Transactions and OTC Currency Transactions meet the applicable novation criteria set out in Number 1.2.3.
- (2) In addition to the offering of the Clearing of OTC Interest Rate Derivatives Transactions and OTC Currency Transactions under this Chapter VIII, Eurex Clearing AG offers the clearing of Interest Rate Derivative Transactions (as defined in Chapter I Number 1.1.5 of the FCM Regulations (as defined in Chapter I Part 1 Number 6)) to FCM Clearing Members (as defined in Chapter I Part 1 Number 6). If an Original OTC Transaction (as defined in Chapter I Part 1 Number 1.2.2 Paragraph (2)) or an Original Swap Transaction (as defined in Chapter I Number 1.3.3 of the FCM Regulations), in each case concluded between a Clearing Member (or, as relevant, a Basic Clearing Member or a ~~Registered Customer~~ [DC With System Access/Basic DC](#)) and an FCM Clearing Member or an FCM Client (as defined in Chapter I Number 1.1.9 of the FCM Regulations) is accepted for inclusion into the clearing procedures of Eurex Clearing AG, an OTC Interest Rate Derivatives Transaction between Eurex Clearing AG and the relevant Clearing Member in accordance with the Clearing Conditions (and subject to this Part 1 and Part 2) and an Interest Rate Derivatives Transaction with corresponding terms between Eurex Clearing AG and an FCM Clearing Member (subject to and in accordance with the FCM Clearing Conditions) will be created at the same time by way of novation.
- (3) In addition to this Chapter VIII, (i) the provisions of Chapter I, including in particular the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ [ISA](#) Provisions and the Basic Clearing Member Provisions shall apply to the Clearing of OTC Interest Rate Derivative Transactions and (ii) the provisions of Chapter I, including in particular the Elementary Clearing Model Provisions (but excluding [Subpart C and D of the Elementary Clearing Model Provisions](#), the Individual Clearing Model Provisions, the ~~Net Omnibus Clearing Model~~ [ISA](#) Provisions and the Basic Clearing Member Provisions) shall apply to the Clearing of OTC FX Transactions and OTC XCCY Transactions, unless – in case of both (i) and (ii) – otherwise provided hereinafter.
- (4) This Chapter VIII does not apply to the Clearing of Eurex Off-Book Trades as specified in Chapter II Part 4 and the OTC Transactions specified in Chapter V Part 1 Number 1.3.

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1.1 Clearing License

1.1.1 Granting of the Clearing License

In order to participate in the Clearing of (i) OTC Interest Rate Derivative Transactions, (ii) OTC FX Transactions and (iii) OTC XCCY Transactions, a clearing license for each relevant Transaction Type (as defined in Chapter I Part 1 Number 1.1.2) is required (each an “**OTC Clearing License**”). The OTC Clearing License may be granted by Eurex Clearing AG upon written application. Each OTC Clearing License may be restricted to certain product groups within the scope of a Transaction Type if this is provided for in respect of such OTC Clearing License. Notwithstanding Chapter I Part 1 Number 2.1.1 Paragraph (4),

- (A) an Interest Rate Derivatives Clearing License (as defined in Part 2 Number 2.1.3), as regulated in more detail in the respective Clearing Agreement, will be exclusively issued as a
- (i) General Clearing License which entitles its holder to clear Own Transactions, ~~UDC-Related~~ and ~~Client-Related~~ Transactions, ~~SG-Related Transactions and RC-Related Transactions (all as defined in Chapter I Part 1 Number 1.2.3)~~ or, in respect of OTC IRS U.S. Clearing Members, Own Transactions; or
 - (ii) Direct Clearing License which entitles its holder to clear Own Transactions only; or
 - (iii) Basic Clearing Member Clearing License which entitles its holder to clear Own Transactions; and
- (B) an OTC Currency Products Clearing License (as defined in Part 3 Number 3.1.3), as regulated in more detail in the respective Clearing Agreement, will be issued as a Direct Clearing License which entitles its holder to clear Own Transactions only.

1.1.2 Prerequisites of the Clearing License

The prerequisites for the granting of (i) an Interest Rate Derivatives Clearing License are set out in Part 2 and (ii) an OTC Currency Products Clearing License are set out in Part 3.

1.2 Conclusion of Transactions

OTC Interest Rate Derivative Transactions, OTC FX Transactions and OTC XCCY Transactions pursuant to this Chapter VIII are concluded by way of novation. The following provisions apply to the novation of an Original OTC Transaction if at least one counterparty of such Original OTC Transaction is a Clearing Member, Basic Clearing Member or a party having designated a Clearing Member for purposes of the Clearing. In circumstances in which an FCM Clearing Member or an FCM Client of an FCM Clearing

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Member acts as the counterparty of an Original OTC Transaction, for purposes of this Chapter VIII, the term “Original OTC Transaction” means, when used in relation to such FCM Clearing Member, an Original Swap Transaction as defined in Chapter I Number 1.1.1 of the FCM Regulations, and a Swap Transaction (as defined in Chapter I Part 1 Number 6) means either an FCM Own Transaction or an FCM Client Transaction (as defined in Chapter I Number 1.3.2 Paragraph (2) of the FCM Regulations). The provisions of this Number 1.2 also apply in connection with certain post-trade events, as further specified in Number 1.2.8.

1.2.1 Novation of Original OTC Transactions

- (1) For the purposes of including OTC Interest Rate Derivative Transactions, OTC FX Transactions and/or OTC XCCY Transactions into the Clearing by Eurex Clearing AG, the trade record of the relevant Original OTC Transaction has to be transmitted to Eurex Clearing AG via an Approved Trade Source System / ATS (both as defined in Paragraph (7)(a) below).
- (2) Whenever the trade record of an Original OTC Transaction, including, as the case may be, a Credit Limit Token (as defined in Sub-Paragraph (b)(ii) below), is transmitted to Eurex Clearing AG via an ATS (such record, including, as the case may be, a Credit Limit Token, hereinafter referred to as a “**Trade Record**”); and
 - (a) (x) with respect to an OTC Interest Rate Derivative Transaction, the parties to the related Original OTC Transaction are Clearing Members or Basic Clearing Members, each holding the relevant Interest Rate Derivatives Clearing License or an FCM Clearing Member holding an FCM IRS License or (y) with respect to an OTC FX Transaction or an OTC XCCY Transaction, the parties to the related Original OTC Transaction are Clearing Members, each holding the relevant OTC Currency Products Clearing License; or
 - (b) with respect to an OTC Interest Rate Derivative Transaction, only if any party to the Original OTC Transaction is neither a Clearing Member or a Basic Clearing Member, in each case holding the relevant Interest Rate Derivatives Clearing License, an FCM Clearing Member holding an FCM IRS License nor an FCM Client according to such Trade Record, a Clearing Member holding the relevant Interest Rate Derivatives Clearing License has been designated as a Clearing Member for such party with respect to the relevant Original OTC Transaction, and
 - (i) has accepted in the system of Eurex Clearing AG the Original OTC Transaction for Clearing, or
 - (ii) outside the system of Eurex Clearing AG and prior to the conclusion of the Original OTC Transaction, such Clearing Member has approved that it will act as a Clearing Member for such party with respect to such Original OTC Transaction and resulting CCP- and ~~CM-RC~~ [CM-ICM Client](#) Transactions and clear such transaction, and such approval has been submitted to

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Eurex Clearing AG via the ATS in the form of a credit limit token (“**Credit Limit Token**”) as part of the Trade Record, and

- (c) Eurex Clearing AG accepts such Original OTC Transaction for inclusion in the Clearing Procedures by making an OTC Trade Novation Report available to the Clearing Member or, if applicable, the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) electronically via its system,

CCP Transactions and, ~~if applicable, CM-RC Transaction(s), Client Clearing CM-RC Transaction(s) or CM-Customer~~ CM-ICM Client Transaction(s) will be concluded (i) in accordance with Chapter I Part 1 Number 1.2.2 Paragraph (2) and, with respect to ~~ECM~~-CM-ICM Client Transactions, Chapter I Part ~~2-3~~ Subpart ~~A-B~~ Number ~~2-1-3~~ or (ii) in case of a Basic Clearing Member Transaction, Chapter I Part 6 Number 1.3, in each case as further specified with respect to OTC Interest Rate Derivative Transactions in Part 2, with respect to OTC FX Transactions in Part 3 and with respect to OTC XCCY Transactions in Part 4.

If one party to the Original OTC Transaction is an FCM Clearing Member or an FCM Client, the conclusion and content of the relevant Swap Transaction between Eurex Clearing AG and such FCM Clearing Member (or, as applicable, the FCM Clearing Member of such FCM Client) is subject to the provisions of the FCM Regulations.

- (3) Any acceptance of the Original OTC Transaction by Eurex Clearing AG for inclusion in the Clearing and the related novation pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (2) and, with respect to ~~ECM~~-CM-ICM Client Transactions, Chapter I Part ~~2-3~~ Subpart ~~A-B~~ Number 2.1, or, in the case of a Basic Clearing Member Transaction, Chapter I Part 6 Number 1.3, as applicable, will be subject to the novation criteria pursuant to Number 1.2.3 and will be based on the Trade Record including, as the case may be, the Credit Limit Token, provided by the ATS on behalf of the parties to the Original OTC Transaction. Eurex Clearing AG relies on the accuracy of the data set out in the Trade Record, including, as the case may be, the Credit Limit Token and is neither able nor obliged to verify whether the Trade Record received properly reflects the terms of the Original OTC Transaction entered into by the relevant parties, nor whether the respective Clearing Member – as indicated in the Credit Limit Token submitted to Eurex Clearing AG via the ATS – has actually approved that it will act as a Clearing Member for the respective party with respect to such Original OTC Transaction and ~~resulting CCP and CM-RC Transactions~~ any novated CCP Transaction and (where applicable) any CM-ICM Client Transaction and clear such ~~transaction~~ transactions.
- (4) Under the CCP Transactions created upon novation, the relevant Clearing Member or, if applicable, the relevant Basic Clearing Member has, in economic terms, the same economic role (e.g. as floating rate payer or as fixed rate payer, respectively) as such Clearing Member or Basic Clearing Member (in case of Own Transactions), or ~~Registered Customer~~ the relevant DC With System Access/Basic DC (in case of

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~~RC-Related~~ DC-Related Transactions) or Undisclosed Direct Client (in case of UDC-Related ~~Transactions~~) or Specified Client (in case of SC-Related Transactions) of the Clearing Member had under the Original OTC Transaction (in the case of STM Interest Rate Derivative Transactions, subject to the amendments pursuant to Part 2 Number 2.1.4 Paragraph (3), in the case of STM FX Transactions, subject to the amendments pursuant to Part 3 Number 3.1.4 Paragraph (3), and in the case of STM XCCY Transactions, subject to the amendments pursuant to Part 4 Number 4.1.4 Paragraph (3)). The same principle applies to ~~CM-RC~~ CM-ICM Client Transactions *mutatis mutandis*.

- (5) It is the responsibility of the parties to the Original OTC Transaction to agree on a bilateral basis that the Original OTC Transaction shall be cancelled upon novation.
- (6) If a ~~CM-RC~~ CM-ICM Client Transaction, a Client Clearing ~~CM-RC~~ CM-ICM Client Transaction or a CM-Customer Transaction, or any provision thereof, is not valid or not enforceable vis-à-vis the respective ~~Registered Customer~~ ICM Client or other customer, this shall not affect the validity and enforceability of the CCP Transaction between Eurex Clearing AG and the relevant Clearing Member.
- (7) For the purposes of this Chapter VIII,
 - (a) **“Approved Trade Source System”** or **“ATS”** means a provider of trade information to be appointed by each of the parties to an Original OTC Transaction, and recognised by Eurex Clearing AG, for the purpose of transmitting Trade Records for Clearing with Eurex Clearing AG, as published on the website of Eurex Clearing AG (www.eurexclearing.com).
 - (b) **“CCP Transaction”** means any OTC Interest Rate Derivative Transaction, OTC FX Transaction or OTC XCCY Transaction (i) between Eurex Clearing AG and the relevant Clearing Member created pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (2) or (ii) if applicable, between Eurex Clearing AG and the relevant Basic Clearing Member created pursuant to Chapter I Part 6 Number 1.3 Paragraph (2).
 - (c) **“~~CM-RC~~ CM-ICM Client Transaction”** means, with respect to ~~a~~ an ICM Clearing Agreement for ICM-ECD with ~~a Registered Customer~~ an ICM Client in the form appended to the Clearing Conditions as ~~Appendix 2 or~~ Appendix 3, an OTC Interest Rate Derivative Transaction corresponding to a certain CCP Transaction (which is an OTC Interest Rate Derivative Transaction) and which has been created between the Clearing Member and ~~a Registered Customer~~ an ICM Client pursuant to Chapter I Part 3 Subpart B Number 3 in accordance with Chapter I Part 1 Number 1.2.2 Paragraph (2) ~~provided that if a CCP Transaction is subject to the Elementary Clearing Model Provisions, it is a matter of the relevant bilateral agreement(s) between the Clearing Member and the relevant Registered Customer whether a CM-RC Transaction will be concluded between the Clearing Member and such Registered Customer.~~

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- (d) **“Client Clearing ~~CM-RC~~ CM-ICM Client Transaction”** means, with respect to the Individual Clearing Model Provisions under Client Clearing Documentation, a transaction corresponding to a CCP Transaction ~~and~~ which has been created between ~~the a~~ Clearing Member and ~~the Registered Customer~~ an ICM Client of the Clearing Member in accordance with the Client Clearing Agreement (as defined in Chapter I Part 3 Subpart C Number 2.1.1) between ~~the relevant such~~ Clearing Member and ~~its Registered Customer~~ such ICM Client and which ~~are~~ is not subject to these Clearing Conditions. A Client Clearing ~~CM-RC~~ CM-ICM Client Transaction shall exclusively be regulated by the Client Clearing Agreement which may refer to these Clearing Conditions.
- (e) **“CM-Customer Transaction”** means a transaction corresponding to a CCP Transaction and which has been created between the Clearing Member and an Undisclosed Direct Client or ~~a Specified~~ DC With System Access/Basic DC (other than an ICM Client) of the Clearing Member in accordance with the contractual arrangements between them. A CM-Customer Transaction shall exclusively be subject to the contractual arrangements between the relevant Clearing Member and its Undisclosed Direct Client ~~or Specified Client~~, DC With System Access/Basic DC (other than an ICM Client), which may refer to these Clearing Conditions.
- (f) **“FCM IRS License”** means an Interest Rate Derivatives Clearing License as defined in the FCM Regulations.
- (g) **“FCM Own Transaction”** means an Own Transaction as defined in Chapter I Number 1.3.2 Paragraph (1) of the FCM Regulations.
- (h) **“OTC Trade Daily Summary Report”** means a report that lists events occurring after the original novation which will be made available to the Clearing Members or Basic Clearing Members holding an Interest Rate Derivatives Clearing License (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member) and/or to the Clearing Members holding an OTC Currency Products Clearing License electronically via Eurex Clearing AG's system on each Business Day. The last OTC Trade Daily Summary Report will be made available at or around 11 pm (Frankfurt am Main time).
- (i) **“OTC Trade Novation Report”** means a report produced by Eurex Clearing AG on the basis of the Trade Records transmitted via the relevant ATS which specifies the Original OTC Transactions to be novated into the respective CCP Transactions and, if applicable, the ~~CM-RC~~ respective CM-ICM Client Transaction(s), Client Clearing ~~CM-RC~~ CM-ICM Client Transaction(s) or CM-Customer Transaction(s).
- (j) **“STM Transaction”** means any STM Interest Rate Derivative Transaction, STM FX Transaction and STM XCCY Transaction.

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- (k) **“STM Interest Rate Derivative Transaction”** means an STM Eligible Interest Rate Derivative Transaction in respect of which an IRS STM Election has been made.
- (l) **“STM FX Transaction”** means an STM Eligible FX Transaction in respect of which an FX STM Election has been made.
- (m) **“STM XCCY Transaction”** means an STM Eligible XCCY Transaction in respect of which an XCCY STM Election has been made.
- (n) **“Settled-to-Market”** means that the outstanding exposure of (i) an STM Interest Rate Derivative Transaction is settled pursuant to Number 2.2.1 Paragraph (5), (ii) an STM FX Transaction is settled pursuant to Number 3.2.1 Paragraph (4) or (iii) an STM XCCY Transaction is settled pursuant to Number 4.2.1 Paragraph (5), as applicable.

1.2.2 Legal Effectiveness of the Novation

The novation becomes legally effective at the point in time when Eurex Clearing AG accepts the relevant Original OTC Transaction for Clearing by making the relevant OTC Trade Novation Report available to the relevant Clearing Member or, if applicable, to the relevant Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) electronically via Eurex Clearing AG's system.

1.2.3 Novation Criteria

- (1) Eurex Clearing AG will accept an Original OTC Transaction for inclusion in the Clearing in accordance with the novation process if all of the following novation criteria are fulfilled:
 1. A Trade Record of the Original OTC Transaction must be transmitted to the system of Eurex Clearing AG via an ATS and the Original OTC Transaction was
 - (i) entered into between two parties, each of which is a Clearing Member, a Basic Clearing Member or an FCM Clearing Member as provided for in Number 1.2.1 Paragraph (2) (a), in each case holding the relevant OTC Clearing License or the relevant FCM IRS License, as applicable, on the basis of the specifications made in such Trade Record, or
 - (ii) (a) with respect to any party to the Original OTC Transaction that is neither a Clearing Member, a Basic Clearing Member, an FCM Clearing Member nor an FCM Client, accepted by the relevant Clearing Member(s) holding the relevant OTC Clearing License, as provided for in Number 1.2.1 Paragraph (2) (b) (i) or Number 1.2.1 Paragraph (2) (b) (ii), or

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(b) with respect to any party to the Original OTC Transaction that is an FCM Client, accepted by the relevant FCM Clearing Member as provided for in the applicable provisions of the FCM Regulations.

2. The Trade Record must specify in respect of the relevant Original OTC Transaction (i) that it is to be cleared by Eurex Clearing AG as well as (ii) (A) if any party of the Original OTC Transaction is a Clearing Member or Basic Clearing Member which does not hold the relevant OTC Clearing License, the Clearing Member holding the relevant OTC Clearing License selected by such party, (B) if any party of the Original OTC Transaction is a Basic Clearing Member, the Clearing Agent of such Basic Clearing Member or (C) if one party of the Original OTC Transaction is an FCM Client, the relevant FCM Clearing Member holding the relevant FCM IRS License;
3. (i) The Trade Record is transmitted to Eurex Clearing AG in a format which allows Eurex Clearing AG to import the relevant data in its system, as communicated by Eurex Clearing AG to Clearing Members or Basic Clearing Members (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member) that hold an OTC Clearing License and (ii) no information required with respect to the terms of the relevant OTC Interest Rate Derivative Transaction, OTC FX Transaction or OTC XCCY Transaction as set out in Part 2, Part 3 or Part 4, respectively, is missing;
4. No Termination Date has occurred with respect to a Clearing Member and no Termination Time (as defined in Chapter I Number 9.2.3 of the FCM Regulations) has occurred with respect to an FCM Clearing Member, in each case through which an OTC Transaction or a Swap Transaction resulting from the novation of the Original OTC Transaction is to be cleared;
5. No Basic Clearing Member Termination Date has occurred with respect to a Basic Clearing Member in respect of which the novated Original OTC Transaction is to be cleared;
6. No ~~Registered Customer~~ [DC With System Access/Basic DC](#) who is a party to the Original OTC Transaction has been excluded from the Clearing of Original OTC Transactions as set out in this Chapter VIII;
7. The Original OTC Transaction that is transmitted to the system of Eurex Clearing AG in order to be novated into an OTC Interest Rate Derivative Transaction must be of a product type recognised by Eurex Clearing AG as published on its website (www.eurexclearing.com) and provided for in Part 2 (the "**Product Type**");
8. The Clearing Member(s) and, if applicable, the Basic Clearing Member(s) that shall be a party to the OTC Transaction resulting from the novation of the Original OTC Transaction and, if applicable, the FCM Clearing Member(s) that shall be a party to the Swap Transaction resulting from the novation of the

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relevant Original OTC Transaction must have delivered Eligible Margin Assets (with respect to an FCM Clearing Member, as defined in the FCM Regulations) to Eurex Clearing AG, in the case of OTC Interest Rate Derivative Transactions, as required pursuant to Chapter I Part 1 Number 3, the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions, the ~~ICM for Specified Clients~~ ISA Provisions, the Basic Clearing Member Clearing Provisions, and, in the case of Interest Rate Derivative Transactions (as defined in the FCM Regulations), as required pursuant to relevant provisions in the FCM Regulations, and, in the case of OTC FX Transactions and OTC XCCY Transactions, as required pursuant to Chapter I Part 1 Number 3 and the Elementary Clearing Model Provisions, in each case to cover the calculated risks resulting from all Transactions (or, in respect of an FCM Clearing Member, the Swap Transaction) and the CCP Transaction to be created;

9. The Clearing Member must have complied with the scheduled intraday margin calls as further set out below and if applicable:
 - (a) If Eurex Clearing AG determines that the aggregate value of the Eligible Margin Assets actually delivered to Eurex Clearing AG by the Clearing Member is insufficient to provide the cover required in order to fulfil the margin requirements (as set forth in Part 2 Number 2.1.7, Part 3 Number 3.1.7 and Part 4 Number 4.1.7) also taking into account all CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7 and Part 4 Number 4.8 (any such shortfall of Eligible Margin Assets, the **“Shortfall Margin Requirement”**), Eurex Clearing AG will require the Clearing Member or the Basic Clearing Member, as the case may be, to provide additional Eligible Margin Assets intra-day in an amount up to the Shortfall Margin Requirement (such amount, the **“Shortfall Margin Amount”**) in accordance with the following provisions.
 - (b) Eurex Clearing AG shall notify the Clearing Member of (A) the Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7 and Part 4 Number 4.8 to be covered by the Shortfall Margin Requirement as well as (B) the Shortfall Margin Amount in both the relevant Preliminary OTC Margin Call Report and OTC Margin Call Report.

A **“Preliminary OTC Margin Call Report”** means a preliminary report produced by Eurex Clearing AG and made available at 12:00 noon, 2 p.m. and 6 p.m. (each Frankfurt am Main time) that specifies the CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7 and Part 4 Number 4.8 as well as the Shortfall Margin Amount as calculated by Eurex Clearing AG as per the time when the relevant Preliminary OTC Margin Call Report is made available (the **“Preliminary Shortfall Margin Amount”**).

An **“OTC Margin Call Report”** means a report produced by Eurex Clearing AG and made available at 1 p.m., 3 p.m., 7 p.m., and 10:30 p.m.

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(each Frankfurt am Main time) that specifies (i) the Original OTC Transactions which are to be novated in the course of the Daily Novation, (ii) the CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7 and Part 4 Number 4.8 and (iii) the Final Shortfall Margin Amount.

The “**Final Shortfall Margin Amount**” shall be the lower of the (i) Preliminary Shortfall Margin Amount and (ii) the Shortfall Margin Amount calculated by Eurex Clearing AG as per the time when the relevant OTC Margin Call Report is made available.

- (c) Eurex Clearing AG will debit the Final Shortfall Margin Amount set forth in an OTC Margin Call Report in the agreed Clearing Currency from the relevant Currency Products Cash Account of the Clearing Member (as defined in Part 3 Number 3.1.3 Paragraph (4)), relevant Basic Clearing Member Cash Account or relevant OTC IRS U.S. Clearing Member Cash Account, as relevant, in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. If such Clearing Currency can no longer be settled, Eurex Clearing AG shall convert the Final Shortfall Margin Amount in USD at the exchange rate determined by Eurex Clearing AG (as mentioned in the relevant Preliminary OTC Margin Call Report or OTC Margin Call Report).
- (d) The payment made by direct debit of the Final Shortfall Margin Amount determined in the OTC Margin Call Report produced and made available by Eurex Clearing AG at 1 p.m., 3 p.m. and 7 p.m. (each Frankfurt am Main time) shall constitute cover in respect of the Margin to which the margin requirement pursuant to Part 2 Number 2.1.7, Part 3 Number 3.1.7 or Part 4 Number 4.1.7, as applicable, relates and accordingly will constitute (i) Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) Segregated Margin delivered by the Clearing Member pursuant to the Individual Clearing Model Provisions, (iii) Margin delivered by the Clearing Member pursuant to the ~~ICM for Specified Clients~~ ISA Provisions or (iv) Basic Clearing Member Margin delivered by the Basic Clearing Member pursuant to the Basic Clearing Member Provisions, if applicable. The payment made by direct debit of the Final Shortfall Margin Amount determined in the OTC Margin Call Report produced and made available by Eurex Clearing AG at 10:30 p.m. (Frankfurt am Main time) shall be treated accordingly and shall constitute cover either in respect of (i) the Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) the Segregated Margin delivered by the Clearing Member pursuant to the Individual Clearing Model Provisions, (iii) Margin delivered by the Clearing Member pursuant to the ~~ICM for Specified Clients~~ ISA Provisions or (iv) the Basic Clearing Member Margin delivered by the Basic Clearing Member pursuant to the Basic Clearing Member Provisions, if applicable.

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- (e) Such amount shall be settled in full by the time when the relevant OTC Margin Call Report is published on the relevant Business Day pursuant to Paragraph (c) above.
- (f) The margin call pursuant to this Number 1.2.3 Paragraph (10) applies in addition to the Margin Calls pursuant to Chapter I Part 1 Number 3.3, Part 2 Number 6.3, Part 3 Subpart A Number 5.3, Part 4 Number 6.2 and Part 6 Number 7.3, as applicable;
10. If such Original OTC Transaction is transmitted to the system of Eurex Clearing AG in order to be novated into an OTC Currency Transaction, then the novation of such Original OTC Transaction and the resulting payment obligations to be settled (including payment obligations with respect to trade related fees and Variation Margin (calculated on the basis of Forecasted Variation Margin only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, FX PAI and XCCY PAI) must not result in any of the Clearing Members exceeding on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.4.1 Paragraph (4)) immediately following the date of the novation:
- (i) its respective GBP Maximum Amount (as applicable at the time of the proposed novation) also taking into account the relevant Clearing Member GBP OTC Currency Transactions Payment Obligations with respect to the same Settlement Date; and/or
- (ii) its respective USD Maximum Amount (as applicable at the time of the proposed novation) also taking into account the relevant Clearing Member USD OTC Currency Transactions Payment Obligations with respect to the same Settlement Date; and
11. All applicable additional novation criteria set forth in Part 2, Part 3 and Part 4 (as applicable) (and, if one of the transactions that shall result from the novation of the Original OTC Transaction is a Swap Transaction, the applicable novation criteria pursuant to the FCM Regulations) are fulfilled.
- (2) If a novation criterion is not fulfilled but the relevant OTC Trade Novation Report has nevertheless been made available via the system of Eurex Clearing AG and, accordingly, novation is effective, Eurex Clearing AG is entitled to terminate the CCP Transactions by notifying (i) the relevant Clearing Member(s) and the relevant Basic Clearing Member(s) (or the Clearing Agent(s) acting on behalf of the relevant Basic Clearing Member(s)) in writing (including by fax or e-mail) provided that the CCP Transaction(s) created upon novation of the Original OTC Transaction were not subject to (i) any netting or accumulation pursuant to Part 2 Number 2.6 or Part 4 Number 4.8 or (ii) a transfer pursuant to Part 2 Number 2.7 or (iii) trade amendment pursuant to Part 2 Number 2.7 and, (ii) if a Swap Transaction was created upon novation of the Original OTC Transaction, the relevant FCM Clearing Member(s),

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provided that such Swap Transaction was not subject to any netting, accumulation, transfer or trade amendment pursuant to the FCM Regulations.

Upon and with effect of such termination, any ~~CM-RC-CM-ICM Client~~ Transaction, ~~if applicable,~~ shall, without further notice, be terminated simultaneously; the relevant Clearing Member(s) shall inform the relevant ~~Registered Customer(s)~~ ICM Client(s) thereof. Otherwise, it is the responsibility of the relevant parties to agree on a bilateral basis whether and to what extent, as a result of the termination of the relevant CCP Transaction, any Client Clearing ~~CM-RC-CM-ICM Client~~ Transaction or CM-Customer Transaction shall be terminated and the Original OTC Transaction shall be re-instated in accordance with its original terms.

1.2.4 Special Provisions with respect to the Conclusion of CCP Transactions

- (1) If (A) in the case of OTC Interest Rate Derivatives Transactions, the Clearing Member or, if applicable, the Basic Clearing Member holds an Interest Rate Derivatives Clearing License pursuant to Part 2 Number 2.1.3 or (B) in the case of OTC FX Transactions, the Clearing Member holds an OTC Currency Products Clearing License, the Clearing Member or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) (i) authorises Eurex Clearing AG to capture and maintain records vis-à-vis the respective ATS, and (ii) confirms that it has appointed the relevant ATS to receive trade communications and generate and send trade communications to Eurex Clearing AG for the Clearing Member or, if applicable, the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member). Eurex Clearing AG may rely on such trade communications.
- (2) The Clearing Member or the Basic Clearing Member, as the case may be, agrees that upon acceptance of an Original OTC Transaction for inclusion in the Clearing by Eurex Clearing AG based on a Trade Record of an Original OTC Transaction (including, as the case may be, a Credit Limit Token) submitted by the ATS to Eurex Clearing AG on behalf of the Clearing Member or the Basic Clearing Member pursuant to Number 1.2.1, a Transaction will be concluded between Eurex Clearing AG and the Clearing Member on terms based on the Trade Record pursuant to Number 1.2.1 in conjunction with Number 1.2.2 Paragraph (2) of the General Clearing Provisions or between Eurex Clearing AG and the Basic Clearing Member on terms based on the Trade Record pursuant to Number 1.2.1 in conjunction with Number 1.3 Paragraph (2) of the Basic Clearing Member Provisions. The Clearing Member or the Basic Clearing Member, as the case may be, agrees to be legally bound by each such Transaction and acknowledges that no further specific agreement to be legally bound shall be required to be given by the Clearing Member or the Basic Clearing Member, as the case may be, at the time of the conclusion of such Transaction.

Each Clearing Member, Basic Clearing Member and ~~Registered Customer~~ ICM Client acknowledges that if a Swap Transaction shall result from the novation of the

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Original OTC Transaction, Eurex Clearing AG will determine its acceptance of the Original OTC Transaction for inclusion in the Clearing for the relevant Clearing Member or Basic Clearing Member in conjunction with its determination whether to accept the Original OTC Transaction for inclusion in the clearing for the relevant FCM Clearing Member pursuant to the FCM Regulations.

- (3) The Clearing Member and the Basic Clearing Member should check without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct conclusion of Transactions and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Chapter I Part 1 Number 4.6.
- (4) The Clearing Member and the Basic Clearing Member acknowledge that Eurex Clearing AG does not assume any liability vis-à-vis them
 - (i) in respect of inaccuracies in the Trade Record submitted to Eurex Clearing AG, or
 - (ii) if the Trade Record has not been initiated by the ~~Registered Customer~~ [DC With System Access/Basic DC](#), or
 - (iii) if the respective Clearing Member has actually not approved outside the system of Eurex Clearing AG and prior to the conclusion of the Original OTC Transaction that it will act as a Clearing Member for such party with respect to such Original OTC Transaction and ~~the resulting CCP and CM-RC Transactions~~ [any novated CCP Transaction and \(where applicable\) any CM-ICM Client Transaction](#) and clear such transaction, as indicated in the Credit Limit Token, or
 - (iv) if the Credit Limit Token was created incorrect or incomplete or should not have been created.

1.2.5 **Special Provisions with respect to the Conclusion of ~~CM-RC~~ [CM-ICM Client Transactions](#)**

- (1) By entering into the relevant [ICM Clearing Agreement](#) ~~for ICM-ECD~~, the ~~Registered Customer~~ [ICM Client](#) (i) authorises Eurex Clearing AG to capture and maintain records vis-à-vis the respective ATS and (ii) confirms that it has appointed the relevant ATS to receive trade communications and to generate and send trade communications to Eurex Clearing AG on its behalf, and that the Clearing Member has agreed to this. Eurex Clearing AG may rely on such trade communications.
- (2) The Clearing Member and the ~~Registered Customer~~ [ICM Client under the ICM-ECD Provisions](#) agree that, upon conclusion of a CCP Transaction between Eurex Clearing AG and the Clearing Member based on a Trade Record of an Original OTC Transaction (including, as the case may be, a Credit Limit Token) submitted by the ATS to Eurex Clearing AG on behalf of ~~the Registered Customer~~ [such ICM Client](#)

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pursuant to Number 1.2.1, a ~~corresponding CM-RC~~ CM-ICM Client Transaction will, simultaneously, be concluded between the Clearing Member and ~~the Registered Customer~~ such ICM Client pursuant to Number 1.2.1 in conjunction with Number 1.2.2 Paragraph (2) of the General Clearing Provisions. The ~~Registered Customer~~ ICM Client agrees to be legally bound by each such ~~corresponding CM-RC~~ CM-ICM Client Transaction and acknowledges that no further specific agreement to be legally bound shall be required to be given by the ~~Registered Customer~~ ICM Client at the time of the conclusion of such ~~corresponding CM-RC~~ CM-ICM Client Transaction.

- (3) The Clearing Member and the ~~Registered Customer~~ ICM Client under the ICM-ECD Provisions should check and verify without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct conclusion of Transactions and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Number 4.6 of the General Clearing Provisions.
- (4) Without prejudice to its obligations in respect of the relevant CCP Transaction, Eurex Clearing AG does not assume any liability vis-à-vis the Clearing Member or the ~~Registered Customer~~ ICM Client under the ICM-ECD Provisions (other than a Market Participant) in respect of inaccuracies in the Trade Record submitted pursuant to Paragraph (2) above, or if the Trade Record has not been initiated by ~~the Registered Customer~~ such ICM Client.
- (5) The ~~Registered Customer~~ ICM Client, by entering into the relevant ICM Clearing Agreement for ICM-ECD, irrevocably authorises Eurex Clearing AG to receive, also on its behalf, and for purposes of the conclusion of the ~~corresponding CM-RC~~ CM-ICM Client Transaction between the Clearing Member and ~~the Registered Customer~~ such ICM Client pursuant to Paragraph (2) above, any acceptance by the Clearing Member of the related Original OTC Transaction for Clearing.

~~(6) If the RC-Related Transaction in respect of the relevant Registered Customer is subject to the Elementary Clearing Model Provisions, the provisions of this Number 1.2.5 are subject to Chapter I Part 2 Subpart A Number 2.1.~~

1.2.6 Special Provisions with respect to Client Clearing ~~CM-RC~~ CM-ICM Client Transactions

- (1) By entering into the relevant ICM Clearing Agreement for ICM-CCD, the ~~Registered Customer~~ ICM Client authorises Eurex Clearing AG to capture and maintain records vis-à-vis the respective ATS.
- (2) By entering into the relevant ICM Clearing Agreement for ICM-CCD, the ~~Registered Customer~~ ICM Client confirms that (i) it has appointed the relevant ATS to receive trade communications and to generate and send trade communications to Eurex

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Clearing AG on its behalf, and that (ii) the Clearing Member has agreed to this. Eurex Clearing AG may rely on such trade communications.

- (3) The Clearing Member and the ~~Registered Customer~~ [ICM Client under the ICM-CCD Provisions](#) should check and verify without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct conclusion of Transactions and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Number 4.6 of the General Clearing Provisions.
- (4) Without prejudice to its obligations in respect of the relevant CCP Transaction, Eurex Clearing AG does not assume any liability vis-à-vis the Clearing Member or the ~~Registered Customer~~ [ICM Client under the ICM-CCD Provisions](#) in respect of inaccuracies in the Trade Record submitted pursuant to Paragraph (2) above, or if the Trade Record has not been initiated by ~~the Registered Customer~~ [such ICM Client](#).

1.2.7 Daily Novation Process

- (1) The novation and clearing process will be carried out on each Business Day (“**Daily Novation**”) for each Original OTC Transaction which has been submitted to Eurex Clearing AG via an ATS and which fulfils the applicable novation criteria. The novation process will be performed pursuant to the following paragraphs.
- (2) Original OTC Transactions that are to be included in the Clearing by way of Daily Novation may be submitted to Eurex Clearing AG at any point in time. On each Business Day between 8:00 a.m. (Frankfurt am Main time) and 9:59 p.m. (Frankfurt am Main time) Eurex Clearing AG processes and accepts or rejects Original OTC Transactions submitted to it for Clearing as quickly as technologically practicable, using automated systems. Original OTC Transactions which are submitted to Eurex Clearing AG at any other time will be processed and accepted or rejected at the beginning of the next Business Day. Original OTC Transactions submitted to Eurex Clearing AG at 10:00 p.m. (Frankfurt am Main time) may be processed and accepted or rejected on that or the next Business Day.

Original OTC Transactions which (i) have a minimum remaining term of one Business Day between the day of submission and the settlement of the near leg or the termination date and (ii) are not included in the Daily Novation on the Business Day on which they were submitted to Eurex Clearing AG via an ATS will be rejected for Clearing.

- (3) As a result of the novation process, all Original OTC Transactions which fulfil all novation criteria will be accepted for Clearing and all Original OTC Transactions which do not fulfil all novation criteria, including the requirement to provide sufficient Eligible Margin Assets in time according to Part 1 Number 1.2.3 Paragraph (1) Clause 8, will be rejected.

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- (4) If an Original OTC Transaction has been accepted for Clearing, an OTC Trade Novation Report will be made available to the relevant Clearing Member or to the relevant Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) electronically via Eurex Clearing AG's system. The last OTC Trade Novation Report will be made available at or around 11:00 p.m. (Frankfurt am Main time). Such last OTC Trade Novation Report summarizes all novations of the respective Business Day.
- (5) Upon rejection of an Original OTC Transaction for Clearing, Eurex Clearing AG will inform the respective Clearing Member of such non-acceptance as quickly as technologically practicable.
- (6) A Clearing Member, a ~~Registered Customer~~ [DC With System Access](#) or a Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) may subsequently cancel the submission with respect to any CCP Transaction intended to be transferred pursuant to Part 2 Number 2.7 or to be terminated pursuant to Part 2 Number 2.8 and/or Part 4 Number 4.10, provided that (i) the cancellation request is entered by the Clearing Member, the ~~Registered Customer~~ [DC With System Access](#) or the Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) into the system of, and received by, Eurex Clearing AG, and (ii) each of the responsible Clearing Member, in case the request is entered by a ~~Registered Customer~~ [DC With System Access](#) and the other Clearing Member, Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) or FCM Clearing Member that is involved in such transfer or termination has given its prior consent in the system of Eurex Clearing AG to such cancellation.

1.2.8 Specific Provisions with respect to the Novation of CCP Transactions resulting out of Post-Trade Events

- (1) Number 1.2 shall apply *mutatis mutandis* to the novation in connection with post-trade events pursuant to Part 2 Number 2.5 to 2.8 (in addition to the requirements set out in Part 2 Number 2.5 to 2.8, respectively) or pursuant to Part 4 Number 4.8 (in addition to the requirements set out therein), in each case (i) if ~~an~~ [a](#) CCP Transaction shall be subject to such novation or shall result from such novation and (ii) unless explicitly stated otherwise.
- (2) If a post-trade event pursuant to Part 2 Number 2.7 would lead to a novation resulting in ~~an~~ [a](#) CCP Transaction, and all novation criteria are fulfilled except for the requirement to provide sufficient Eligible Margin Assets, the submission for novation will be pending and will remain included in the daily novation process until the end of the relevant Business Day. At the end of each Business Day, all such pending submissions for novations which do not fulfil all novation criteria, including the requirement to provide sufficient Eligible Margin Assets, will be rejected. For the avoidance of doubt, this shall mean that the relevant CCP Transactions existing prior

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to such intended post-trade event will remain in place and no novation pursuant to the relevant post-trade event will take place.

1.3 Transaction Accounts

- (1) With regard to the accounts of the Clearing Member or the Basic Clearing Member Chapter I Part 1 Number 4 together with Part 2 Subpart B Number 2, Subpart C Number 2, Part 3 Subpart A Number 4 or Part 4 Number 3.1, or, in the case of a Basic Clearing Member, together with Chapter I Part 6 Number 5 apply in addition to the following provisions.
- (2) In deviation from Chapter I Part 1 Number 4 together with Part 2 Subpart B Number 2, Subpart C Number 2, Part 3 Subpart A Number 4, Part 4 Number 3.1 and Part 6 Number 5, Eurex Clearing AG opens and maintains with respect to each Clearing Member the following transaction accounts in which the Transactions of the Clearing Member to be cleared have to be booked:
 - (a) with respect to UDC-Related ~~Transactions and SC-Related~~ Transactions: upon request, additional Customer Accounts; and
 - (b) with respect to ~~RC-Related~~ DC-Related Transactions: upon request, additional Indirect Client Accounts.

1.4 Tax Gross-up Obligations of Clearing Members and Basic Clearing Members

If a Clearing Member or a Basic Clearing Member is obliged by law to deduct or withhold a tax amount or other fiscal charge from a payment which it has to make, it shall pay to Eurex Clearing AG such additional amounts as are necessary to ensure that Eurex Clearing AG receives the full amount to which it would have been entitled at the time of such payment if no deduction or withholding were required. If a Clearing Member or a Basic Clearing Member is obliged to pay such additional amounts pursuant to Sentence 1, the Clearing Member or Basic Clearing Member shall not be entitled to terminate a CCP Transaction due to such obligation.

1.5 Emergency Resolutions

- (1) The Executive Board of Eurex Clearing AG may adopt a resolution in response to Extraordinary Market Conditions (as defined in Chapter I Part 1 Number 17.3.1 Paragraph (2)) ("**Emergency Resolution**") which shall supersede and supplant all resolutions or provisions of this Chapter VIII that are contrary to or inconsistent with the Emergency Resolution, except for this provision. In urgent matters such decision may also be taken by a senior officer generally appointed by the Executive Board of Eurex Clearing AG for such purposes, if the decision by such officer is afterwards approved by the Executive Board of Eurex Clearing AG.
- (2) Except as otherwise determined in an Emergency Resolution or in connection with a corresponding action due to Extraordinary Market Conditions, the powers exercised

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by Eurex Clearing AG under this Number 1.5 shall be in addition to and not in derogation of the powers granted to Eurex Clearing AG elsewhere in these Clearing Conditions.

- (3) Eurex Clearing AG will consult with the EMIR Risk Committee before any Emergency Resolution is adopted if such prior consultation is possible taking account of the circumstances of the relevant case and in accordance with the principle of good faith and if this would not constitute a breach of law or of requirements set out in an order of a court of competent jurisdiction or stipulated by a competent governmental, quasi-governmental, or regulatory body. Otherwise, the EMIR Risk Committee will be consulted after the Emergency Resolution was adopted. In this case, a decision of the Executive Board of Eurex Clearing AG or the designated Member(s) of the Executive Board of Eurex Clearing AG has to be obtained before an Emergency Resolution will be implemented and the decision may not be taken by a senior officer generally appointed by the Executive Board of Eurex Clearing AG.

1.6 US Reporting for Original OTC Transactions (via non-SEF ATS)

- (1) The relevant Clearing Member or Basic Clearing Member having a reporting obligation under Part 45 of the CFTC Regulation acknowledges that Eurex Clearing AG shall, as required under Part 45 of the CFTC Regulation, report to an Approved SDR the details of the Clearing Member's or Basic Clearing Member's Own Transactions and the details of Client Transactions for the Client Transaction Accounts of its Clients, along with any settlement, modification or termination of such Original OTC Transactions, and, to the extent further required under applicable law, to one or more other trade repositories.
- (2) Such Clearing Member must advise its Clients of Eurex Clearing AG's list of Approved SDR, and that Eurex Clearing AG will only report details of Client Transactions to an Approved SDR.
- (3) If the relevant Clearing Member or Basic Clearing Member having a reporting obligation under Part 45 of the CFTC Regulation transmits a Trade Record that contains an Original OTC Transaction via an ATS which is not a SEF, the relevant Clearing Member or Basic Clearing Member must provide Eurex Clearing AG with the unique swap identifier (as that term is used in Part 45 of the CFTC Regulation) for each Original OTC Transaction submitted to Eurex Clearing AG by or on behalf of the Clearing Member, along with the legal entity identifier (as that term is used in Part 45 of the CFTC Regulation) for the swap data repository to which the Original OTC Transaction was reported, when the Original OTC Transaction is submitted or immediately thereafter. The Clearing Member or Basic Clearing Member acknowledges that it must provide such information to Eurex Clearing AG so that Eurex Clearing AG may report the termination of the Original OTC Transaction to the relevant swap data repository on a timely basis, in accordance with its obligations under Part 45 of the CFTC Regulation. The relevant Clearing Member or Basic

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Clearing Member has to ensure that the Original OTC Transaction is legally effectively terminated upon novation.

4.7 [1.7](#) Certain Definitions

In this Chapter VIII:

- (1) “**Approved SDR**” means any swap data repository approved from time to time by Eurex Clearing AG for the submission of swap data relating to the novation of Original OTC Transactions.
- (2) “**Bloomberg Screen**” means, when used in connection with any designated page, the display page so designated on the Bloomberg service, or any successor display page that has been officially designated by the sponsor of the original page or, if the sponsor has not officially designated a successor display page, the successor display page designated by the relevant information vendor or provider (if different from the sponsor).
- (3) “**Calculation Agent**” means Eurex Clearing AG.
- (4) “**CFTC Regulation**” means the rules, regulations and orders promulgated by the US Commodity Futures Trading Commission (CFTC).
- (5) “**EONIA**” is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of the relevant day.
- (6) “**FEDFUND**” is a reference rate equal to the rate set forth in H.15(519) in respect of the relevant day under the caption “EFFECT”, as such rate is displayed on the Reuters Screen FEDFUNDS1 Page. If such rate does not appear on the Reuters Screen FEDFUNDS1 Page, in respect of the relevant day, the rate for that day will be the rate displayed on the Reuters Screen FEDFUNDS1 Page in respect of the first preceding New York Banking Day.
- (7) “**ISDA**” means the International Swaps and Derivatives Association, Inc.
- (8) “**London Banking Day**”, “**Zurich Banking Day**”, “**New York Banking Day**”, “**Frankfurt Banking Day**”, “**Paris Banking Day**”, “**Madrid Banking Day**”, “**Brussels Banking Day**”, “**Milan Banking Day**”, “**Tokyo Banking Day**”, “**Copenhagen Banking Day**”, “**Stockholm Banking Day**”, “**Oslo Banking Day**” and “**Warsaw Banking Day**” means, in respect of the relevant city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.
- (9) “**Reuters Screen**” means, when used in connection with any designated page and any Floating Rate, the display page so designated on the Reuters service, or any successor display page that has been officially designated by the sponsor of the original page or, if the sponsor has not officially designated a successor display page,

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the successor display page designated by the relevant information vendor or provider (if different from the sponsor).

- (10) “**SEF**” means trading facilities that operate under the regulatory oversight of the CFTC.
- (11) “**SONIA**” is a reference rate equal to the overnight rate as provided by the administrator of SONIA to, and published by, authorized distributors of the rate in respect of the relevant day.
- (12) “**TARGET Settlement Day**” means a day on which TARGET2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.

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Part 2 Clearing of OTC Interest Rate Derivative Transactions

2.1 General Provisions

2.1.1 Applicable General Provisions

The general provisions of Part 1 apply to all OTC interest rate derivative transactions to be cleared by Eurex Clearing AG ("**OTC Interest Rate Derivative Transactions**"), except where deviating or supplementary provisions for OTC Interest Rate Derivative Transactions are set out in this Part 2.

2.1.2 Consultation of Clearing Members and Basic Clearing Members/Committees

- (1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 2.1.5.1 below, Eurex Clearing AG determines the Product Types of OTC Interest Rate Derivative Transactions to be included in the Clearing of Eurex Clearing AG and publishes the relevant Product Types on its website (www.eurexclearing.com).
- (2) Where a Trade Record containing an OTC Interest Rate Derivative Transaction which falls within a Product Type recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Numbers 2.2 to 2.4 below, such as e.g. optional or mandatory early termination provisions, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to a CCP Transaction or a ~~CM-RC~~ ~~CM-ICM~~ Client Transaction, if applicable. Eurex Clearing AG will not store or record any data relating to such additional provisions.

2.1.3 License for the Clearing of OTC Interest Rate Derivatives Transactions

The OTC Clearing License granted for the Clearing of OTC Interest Rate Derivative Transactions (the "**Interest Rate Derivatives Clearing License**") entitles

- (i) the relevant General Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions, ~~RC-Related Transactions, UDC-Related Transactions or SC-Related~~ or Client-Related Transactions under the Elementary Clearing Model Provisions, the Individual Clearing Model Provisions or the ~~ICM for Specified Clients~~ ISA Provisions, as applicable;
- (ii) the relevant Direct Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions under the Elementary Clearing Model Provisions; and
- (iii) the relevant Basic Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions under the Basic Clearing Model Provisions.

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The relevant Clearing Member or Basic Clearing Member may elect that the Interest Rate Derivatives Clearing License shall be restricted to the Clearing of OTC Interest Rate Derivative Transactions in only some or one of the currencies referred to in Number 2.1.3.1.

The holder of an Interest Rate Derivatives Clearing License may additionally clear zero coupon inflation swaps (“**ZCIS**”) if the following requirements are met:

- (a) The relevant Clearing Member or Basic Clearing Member has elected whether to clear ZCIS on the indexes HICPxT and FRCPI (EUR inflation), whereas for EUR inflation it is not possible to elect only one of the two inflation indexes but only both together, and/or on the UK-RPI index (GBP inflation); and
- (b) The OTC Clearing License of the Clearing Member or Basic Clearing Member covers the currencies elected for the clearing of ZCIS.

2.1.3.1 Requirements for the Granting of an Interest Rate Derivatives Clearing License

The general requirements for obtaining a Clearing License set out in Chapter I Part 1 shall apply subject to the provisions set out in this Chapter VIII. In addition, the applicant applying for an Interest Rate Derivatives Clearing License shall meet the following requirements:

- (a) the applicant is a participant in an ATS;
- (b) confirmation that a license agreement is concluded between the applicant and Swaps Monitor Publications, Inc., New York for the usage of data to determine the relevant Business Day;
- (c) in addition to the cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (b), if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in USD, a bank cash account in USD;
- (d) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in GBP, a bank cash account for GBP;
- (e) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in JPY, a bank cash account for JPY;
- (f) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in DKK, a bank cash account for DKK;
- (g) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in SEK, a bank cash account for SEK;

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- (h) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in NOK, a bank cash account for NOK;
- (i) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in PLN, a bank cash account for PLN;
- (j) in the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in CHF, a bank cash account for CHF; and
- (k) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in EUR, a bank cash account for EUR; and
- (l) evidence that each of the bank cash accounts pursuant to Paragraph (c) to (j) above is established with a bank recognised by Eurex Clearing AG.

2.1.4 CTM Interest Rate Derivative Transactions and STM Interest Rate Derivative Transactions

- (1) A Clearing Member may, by way of an IRS STM Election, elect that all (but not some only) of its STM Eligible Interest Rate Derivative Transactions shall be cleared as STM Interest Rate Derivative Transactions. In the case of Existing STM Eligible Interest Rate Derivative Transactions, the CTM Interest Rate Derivative Transactions shall be established as STM Interest Rate Derivative Transactions on the IRS STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible Interest Rate Derivative Transactions, the OTC Interest Rate Derivative Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM Interest Rate Derivative Transactions upon such novation pursuant to Paragraph (3) below. In the case of Transfer STM Eligible Interest Rate Derivative Transactions, the OTC Interest Rate Derivative Transactions created by way of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 Paragraph (5)(c) shall be converted into STM Interest Rate Derivative Transactions upon such novation pursuant to Paragraph (4) below. With respect to OTC IRS U.S. Clearing Members, all OTC Interest Rate Derivative Transactions can only be cleared as STM Interest Rate Derivative Transactions.
- (2) If an IRS STM Election is made, all Existing STM Eligible Interest Rate Derivative Transactions shall be amended on the IRS STM Effective Date as follows:
 - (a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 Paragraph (5) shall arise under the relevant STM Interest Rate Derivative Transaction; and
 - (b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible Interest Rate

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Derivative Transaction and with respect to which a Redelivery Claim exists immediately prior to the IRS STM Effective Date shall be rededicated as IRS STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM Interest Rate Derivative Transaction as of the Business Day immediately preceding the IRS STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible Interest Rate Derivative Transaction shall expire.

- (3) If an IRS STM Election is made, the relevant Original STM Eligible Interest Rate Derivative Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the IRS STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 Paragraph (5) shall arise under the relevant STM Interest Rate Derivative Transaction.
- (4) If an IRS STM Election is made, the relevant Transfer STM Eligible Interest Rate Derivative Transaction shall be amended upon the effectiveness of the novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 Paragraph (5)(c) (provided the point in time of such effectiveness falls on or after the STM Interest Rate Derivative Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 Paragraph (5) shall arise under the relevant STM Interest Rate Derivative Transaction.
- (5) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 2.2.1 Paragraph (5) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM Interest Rate Derivative Transaction.
- (6) For the purposes of this Chapter VIII,
 - (a) **“CTM Interest Rate Derivative Transaction”** means an OTC Interest Rate Derivative Transaction in respect of which the Variation Margin Requirement and PAI as set out in Number 2.1.7 Paragraphs (3) and (4) apply.
 - (b) **“Existing STM Eligible Interest Rate Derivative Transaction”** means a CTM Interest Rate Derivative Transaction that is an Own Transaction and was created as a CTM Interest Rate Derivative Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the IRS STM Election.
 - (c) **“Original STM Eligible Interest Rate Derivative Transaction”** means, an Own Transaction that is an OTC Interest Rate Derivative Transaction and is created by way of novation pursuant to Part 1 Number 1.2.1.

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- (d) **“IRS STM Effective Date”** means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the IRS STM Election.
- (e) **“IRS STM Election”** means the election by the Clearing Member that all (but not some only) of its Own Transactions which are OTC Interest Rate Derivative Transactions shall be Settled-to-Market.
- (f) **“STM Eligible Interest Rate Derivative Transactions”** means, with respect to a Clearing Member, all of its (i) Existing STM Eligible Interest Rate Derivative Transactions, (ii) Original STM Eligible Interest Rate Derivative Transactions (iii) Transfer STM Eligible Interest Rate Derivative Transactions and (iv) Own Transactions that are OTC Interest Rate Derivative Transactions and are created upon novation pursuant to Numbers 2.5 or 2.6.
- (g) **“Transfer STM Eligible Interest Rate Derivative Transaction”** means, an Own Transaction that is an OTC Interest Rate Derivative Transaction and is created by way of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 Paragraph (5)(c).

2.1.5 **Novation Criteria and Process Regarding OTC Interest Rate Derivative Transactions**

With regard to the novation of OTC Interest Rate Derivative Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

2.1.5.1 **Transaction Type Specific Novation Criteria**

The following Transaction Type specific novation criteria must be fulfilled for OTC Interest Rate Derivative Transactions (based on the Trade Record transmitted to Eurex Clearing AG via the ATS):

(1) **Categories of OTC Interest Rate Derivative Transactions**

The OTC Interest Rate Derivative Transactions must be (i) an interest rate swap (including **“basis”** swaps and zero coupon swaps) (**“IRS”**), (ii) an overnight index swap (**“OIS”**), (iii) a forward rate agreement (**“FRA”**), or (iv) a ZCIS and, in each case, a Product Type recognised by Eurex Clearing AG;

(2) **Currencies**

The currency must be (i) EUR, USD, GBP, CHF, DKK, SEK, NOK, PLN or JPY for IRS and FRA, (ii) EUR, USD, GBP, CHF or JPY for OIS or (iii) EUR or GBP for ZCIS and the relevant currency must be covered by the Interest Rate Derivatives Clearing License of the relevant Clearing Member or the relevant Basic Clearing Member(s) (and, if the corresponding transaction to result from the novation is a Swap Transaction, the FCM IRS License of the relevant FCM Clearing Member);

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The payments of both parties must be made in the same currency and the floating amounts must be denominated in the same currency as the notional amount;

(3) Payment types

The payments by the parties must be of either of the following types:

- (a) Fixed rate or fixed amount (in each case including zero coupon payments) versus floating rate (including zero coupon payments); or
- (b) (in case of IRS only) floating rate versus floating rate (in each case including zero coupon payments);
- (c) (in case of ZCIS only) zero coupon annually compounding fixed rate versus the performance of the corresponding inflation index.

Payments of any amounts due under IRS, ZCIS or OIS (other than fees) must be in arrears (and not prior to or at the beginning of a calculation period).

Fees or other payments are defined at contract conclusion. The fees must be in trade currency.

- (a) For IRS, OIS and FRA, in case of a termination, fees are settled one day after the termination date for EUR, USD, GBP, CHF and PLN and two days after the termination date for DKK, SEK, NOK and JPY. In case of maturity, fees are settled on the maturity date.
- (b) For ZCIS, in case of a termination, fees are settled one day after the termination date. In case of maturity, fees are settled on the maturity date.

In case of forward starting transactions, additional payments are also allowed before the transaction start date.

(4) Maximum remaining term

The remaining term of the OTC Interest Rate Derivative Transaction from the date of novation to the termination date must be

- (i) in case of IRS, no more than 50 years and 10 Business Days for Original OTC Transactions in EUR, USD and GBP and no more than 30 years and 10 Business Days for Original OTC Transactions in CHF, DKK, SEK, NOK and JPY and no more than 10 years and 10 Business Days for Original OTC Transactions in PLN,
- (ii) in case of OIS, no more than 30 years and 10 Business Days for Original OTC Transactions in EUR, USD, GBP, CHF and JPY,
- (iii) in case of FRA, no more than 36 months and 10 Business Days for Original OTC Transactions in EUR, USD, GBP, CHF, SEK and JPY and no more

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than 24 months and 10 Business Days for Original OTC Transactions in DKK, NOK and PLN, and

- (iv) in case of ZCIS, no more than 30 years and 10 Business Days for transactions in EUR (indexes HICPxT and FRCPI) and no more than 50 years and 10 Business Days for transactions in GBP (index UK-RPI).

(5) Minimum remaining term

In case of IRS, OIS and ZCIS, the minimum period between the date of novation and the termination date must be at least one Business Day for EUR, GBP, USD, PLN and CHF and two Business Days for DKK, SEK, NOK and JPY.

In case of FRA which are settled in advance or in arrears, the minimum period between the date of novation and the payment date must be at least one Business Day for EUR, GBP, USD, PLN and CHF and two Business Days for DKK, SEK, NOK and JPY.

(6) Minimum term

In case of ZCIS, the minimum period between the start date and the maturity date must be at least 28 calendar days.

(7) Shortened or extended calculation period (stub period)

In case of IRS and OIS, any non-standard shortened or extended calculation period ("**Interest Rate Stub Period**"), if any, must meet the following criteria:

- (a) a short or long first calculation period ("**Interest Rate Front Stub Period**") and a short or long last calculation period ("**Interest Rate Back Stub Period**") may be specified for IRS and OIS, provided that:
 - (aa) For floating rate versus floating rate basis swaps and for OIS, the combination of an Interest Rate Front Stub Period and an Interest Rate Back Stub Period on a leg is not eligible. If both legs have an Interest Rate Stub Period, these have to be of the same type, i.e. both Interest Rate Front Stub Periods or both Interest Rate Back Stub Periods;
 - (bb) For fixed rate versus floating rate IRS, up to two Interest Rate Stub Periods (Interest Rate Front Stub Periods and/or Interest Rate Back Stub Periods) per leg are eligible, whereby the following conditions have to be fulfilled: (i) If both legs have an Interest Rate Stub Period, these have to be of the same type, i.e. both Interest Rate Front Stub Periods or both Interest Rate Back Stub Periods. (ii) If a leg has both an Interest Rate Front Stub Period and an Interest Rate Back Stub Period, then the other leg must have also both an Interest Rate Front Stub Period and an Interest Rate Back Stub Period.

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- (cc) Interest Rate Stub Periods must not be specified for OTC Interest Rate Derivative Transactions with (i) payments of floating amounts which are calculated on a compounding basis (except OIS) as set out in Paragraph 17 below, or (ii) zero coupon payments.
- (b) The minimum period length of short Interest Rate Stub Periods is one day. The maximum period length for long Interest Rate Stub Periods for both, fixed rate payments under IRS in any eligible currency, and OIS is not restricted. The maximum period length for long Interest Rate Stub Periods is one year and one month for floating rate payments under IRS in EUR or GBP. For floating rate payments under IRS in CHF, USD, DKK, NOK, PLN and JPY, the maximum length for long Interest Rate Stub Periods is seven months and for floating rate payments under IRS in SEK the maximum length for long Interest Rate Stub Periods is six months.
- (c) For IRS floating payments, the floating rates for Interest Rate Stub Periods must be specified in the Trade Record submitted via the ATS as follows:
- (aa) in case of an Interest Rate Front Stub Period, the applicable first fixed floating rate for the Interest Rate Stub Period is specified as such; or
- (bb) a floating rate index tenor is specified, which is used for the fixing in respect of the Interest Rate Stub Period. The following tenors (W = week(s), M = month(s), Y = year) are eligible: in case the currency is EUR: 1W, 2W, 1M, 2M, 3M, 6M, 9M, 1Y; in case the currency is GBP: 1W, 1M, 2M, 3M, 6M, 1Y; in case the currency is USD, CHF or JPY: 1W, 1M, 2M, 3M, 6M. Only neighboring tenors of the Interest Rate Stub Period length are allowed (e.g. 2M or 3M for Interest Rate Stub Period length 2M+1W). In case the currency is DKK, SEK, NOK or PLN, only subcase (aa) is accepted; or
- (cc) linear interpolation is specified, i.e. the floating rate for the relevant Interest Rate Stub Period is to be interpolated linearly between two specified rate index tenors. The interpolation tenors must be the two neighbours of the Interest Rate Stub Period length (e.g. 2M and 3M for Interest Rate Stub Period length 2M+1W). The eligible tenors are the same as for method (bb). In case the currency is DKK, SEK, NOK or PLN, only subcase (aa) is accepted; or
- (dd) a floating rate index tenor is specified, which is used for the fixing in respect of the Interest Rate Stub Period. The following tenors (W = week(s), M = month(s), Y = year) are eligible: in case the currency is EUR 3W, 4M, 5M, 7M, 8M, 10M, 11M; in case the currency is GBP: 2W, 4M, 5M, 7M, 8M, 9M, 10M, 11M; in case the currency is USD, CHF or JPY: 2W, 4M, 5M, 7M. In this case, a linear interpolation as laid out in subcase (cc) will be applicable.

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(8) Floating rate indices

The floating rate index (Floating Rate Option or base rate) must be one of the following:

- (a) EUR-EURIBOR-Reuters
- (b) GBP-LIBOR-BBA
- (c) USD-LIBOR-BBA
- (d) CHF-LIBOR-BBA
- (e) JPY-LIBOR- BBA
- (f) USD-Federal Funds-H.15-OIS
- (g) JPY-TONA-OIS-COMPOUND
- (h) GBP-SONIA-COMPOUND
- (i) EUR-EONIA-OIS-Compound
- (j) NOK-6m NIBOR
- (k) SEK-3m STIBOR
- (l) DKK-6m CIBOR
- (m) PLN-6m WIBOR
- (n) CHF-SARON-OIS-COMPOUND

where:

For Paragraphs (a) – (e) and (j) – (m), the payment is between the period end date and the second Business Day following the period end date. The fixing for Paragraphs (a) – (e) and (k) – (n) is between ten Business Days prior to the period start date and the period start date;

for Paragraphs (h), (i) and (n), the payment is between the period end date and the second Business Day following the period end date;

for Paragraphs (f) and (g), payment is on the first or second Business Day following the period end date;

- (p) Non revised Eurozone Harmonised Indices of Consumer Prices excluding Tobacco (“**HICPxT**”) (ZCIS in trade currency EUR);
- (q) Non revised French Inflation Consumer Price Index excluding Tobacco (“**FRCPIx**”) (ZCIS in trade currency EUR);

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(r) Non revised UK Retail Price Index (“**UK RPI**”) (ZCIS in trade currency GBP).

(9) Fixed rates

Fixed rates for IRS, OIS, ZCIS and FRA can have any value specified by up to 8 decimal points and may be less than zero, equal to zero or greater than zero;

(10) Fixed rate and floating rate spread schedules

IRS (but not ZCIS, OIS or FRA) may have a fixed rate and a floating rate spread schedule, i.e. a fixed rate or floating rate spread may vary across the calculation periods relative to their value in the relevant preceding calculation period provided that any such change to the fixed rate or the floating rate spread may only occur at the start of the relevant calculation period and must be pre-determined and specified in the Trade Record submitted via the ATS. Fixed rate or floating rate spread schedules are not eligible for zero coupon payments or payments made on a compounding basis;

(11) Calculation periods

The calculation period(s) for payment(s) of floating amounts under the relevant OTC Interest Rate Derivative Transaction (other than OIS or an OTC Interest Rate Derivative Transaction in CHF, USD or JPY) must be one month, three months, six months or twelve months and the calculation period(s) for payment(s) of floating amounts under an OTC Interest Rate Derivative Transaction in CHF, USD or JPY must be one month, three months or six months (in all cases except for Interest Rate Stub Periods, zero coupon payments and payments on a compounding basis). For SEK three months, for DKK, NOK or PLN six months are supported. Where the relevant OTC Interest Rate Derivative Transaction is an OIS, floating amounts must be payable monthly, quarterly, semi-annually, annually or at maturity (except for Interest Rate Stub Periods). For ZCIS, only zero coupon payments are supported.

If a payment date for a fixed or floating rate payment is adjusted in accordance with any applicable business day convention, the number of days in the relevant calculation period may either be adjusted to the new payment date or remain unadjusted, which is to be specified in the Trade Record submitted via the ATS.

Except for ZCIS and FRA, the start and end dates can be different for each swap leg.

(12) Notional amount

The minimum notional amount must be (i) 0.01 for EUR, USD, GBP, DKK, SEK, NOK, PLN or CHF or (ii) 1.00 for JPY.

Except for ZCIS and FRA the notional amounts can be different for each swap leg and may vary across the calculation periods relative to their value in the relevant preceding calculation period. The changes in notional can only take place at the start of the calculation periods and must be pre-determined and specified in the Trade

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Record submitted via the ATS. Changes in the notional amount across calculation periods may not be specified for ZCIS, OIS nor for IRS with swap legs under which amounts are payable on a compounding basis or in the form of a zero coupon payment:

The terms of the OTC Interest Rate Derivative Transaction must not provide for an exchange of notional amounts.

(13) Day count conventions

The day count convention(s) applicable to the OTC Interest Rate Derivative Transaction (excluding ZCIS) must be one of the following (based on the 2006 ISDA Definitions or the 2000 ISDA Definitions, as specified in the Trade Record transmitted via the ATS): 30/360, 30E/360, 30E/360 (ISDA), Act/360, Act/Act (ISDA), Act/365 (ISDA), Act/Act (ICMA), Act/Act (ISMA) or Act/365 (Fixed).

The day count convention applicable to ZCIS must be 1/1.

(14) Business Days

For purposes of defining the applicable Business Day, details of the relevant financial/business centre(s) or terms, which must be TARGET (EUTA), New York (USNY), London (GBLO), Frankfurt (DEFR), Paris (FRPA), Madrid (ESMA), Brussels (BEBR), Milan (ITMI), Tokyo (JPTO), Copenhagen (DKCO), Stockholm (SEST), Oslo (NOOS), Warsaw (PLWA) or Zurich (CHZU) must be provided;

(15) Business Day Convention

The business day convention must be one of the following: (i) Following, (ii) Modified Following, or (iii) Preceding;

(16) Special eligibility criteria for FRA

In case of FRA, no spread is specified, the FRA Amount is either payable on the effective date as a discounted amount or on the termination date, the discount rate and discount rate day count fraction (if applicable) are not defined separately from the floating rate and floating rate day count fraction and the calculation period is no longer than one year, Interest Rate Stub Periods are not permitted;

(17) Compounding

The floating leg (incl. spread) of an IRS can be subject to **Compounding** (also referred to as “**straight compounding**” if **Flat Compounding** is not specified as applicable) or **Flat Compounding**, each as defined in Number 2.2.4 below. Only standard monthly, quarterly, semi-annual and, in case of EUR and GBP only, annual floating rate indices can be referenced for payments made on a “**straight**” Compounding or Flat Compounding basis, i.e. no Interest Rate Stub Periods may be specified for such OTC Interest Derivative Transactions;

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For the fixed leg, neither “**straight**” Compounding nor Flat Compounding may be selected in the ATS. However, a fixed rate can be specified under the zero coupon option which would result in one fixed payment at swap maturity for the fixed leg only applying the provided fixed rate subject to the applicable terms of calculation such as business day conventions and day count fractions. Alternatively, a lump sum can be entered manually that would be paid unadjusted on the last payment date of the relevant zero coupon swap.

For zero coupon swaps the first Reset Date of the floating leg(s) should not be prior to 01 January 2005.

(18) Caps, floors, collars

OTC Interest Derivative Transactions where the floating rate is subject to a cap, floor or a collar are not eligible.

(19) Start date

IRS, OIS and FRA may be spot starting, forward starting or starting in the past (backloading). ZCIS may only be spot starting and starting in the past.

(20) Break Clauses

Break clauses (Kündigungsrechte) are not eligible for OTC Interest Rate Derivative Transactions. If Original OTC Transactions containing break clauses are submitted to Eurex Clearing AG for clearing, such break clauses will not be recognised in course of the novation.

2.1.5.2 Documentation of Original OTC Transactions

- (1) In the Trade Record, one of the following master agreements may be specified as the contractual basis of an Original OTC Transaction:
 - (i) the 1992 or 2002 ISDA Master Agreement,
 - (ii) the German Master Agreement for Financial Derivatives Transactions (*Rahmenvertrag für Finanztermingeschäfte*, the “**DRV**”) or
 - (iii) the AFB/BBF Master Agreement.
- (2) Irrespective of the documentation of the Original OTC Transaction, the “**Terms for ISDA Interest Rate Derivative Transactions**” set out in Number 2.3 below shall apply to all CCP Transactions and ~~CM-RC~~ [CM-ICM Client](#) Transactions (the “**ISDA Interest Rate Derivative Transactions**”) that are OTC Interest Rate Derivative Transactions which are based on Original OTC Transactions submitted via the ATS as having been entered into under the ISDA Master Agreement or the AFB/BBF Master Agreement. The “**Terms for DRV Interest Rate Derivative Transactions**” set out in Number 2.4 below shall apply to all CCP Transactions and ~~CM-RC~~ [CM-ICM Client](#) Transactions (the “**DRV Interest Rate Derivative Transactions**”) that

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are OTC Interest Rate Derivative Transactions which are based on Original OTC Transactions submitted via the ATS as having been entered into under the DRV and which, accordingly, are designated as “**DRV-based**” in the applicable OTC Trade Novation Report.

- (3) By entering into the relevant Clearing Agreement, the Clearing Member and the ~~Registered Customer~~ ICM Client or the Basic Clearing Member, respectively, declare(s) vis-à-vis Eurex Clearing AG that it (and, in case of the Clearing Member, also its DC With System Access/Basic DC that is not an ICM Client) has received a copy of the 2006 ISDA Definitions, as published by ISDA, and any supplements issued thereto as of the date of such Clearing Agreement.

The Clearing Member, ~~the Registered Customer~~ (also with respect to its DCs With System Access/Basic DCs that are not ICM Clients), the ICM Client and the Basic Clearing Member further agree to the passing on to ISDA of their company name and their company address in the context of the delivery to it of the documents referred to in the foregoing paragraph.

2.1.5.3 Bulk Backloading of Original OTC Transactions

- (1) An Original OTC Transaction that has a Trade Date which falls more than ten Business Days prior to the date of submission to Eurex Clearing AG will be considered as a backloaded trade (“**Bulk Backloaded Original OTC Transaction**”).
- (2) The novation and clearing process for Bulk Backloaded Original OTC Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.
- (3) Bulk Backloaded Original OTC Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC Transactions which are submitted prior to 3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.
- (4) The novation process for OTC Bulk Backloaded Original Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.
- (5) At 3:00 p.m. and 5:00 p.m. (each Frankfurt am Main time) on each Business Day Eurex Clearing AG will make available to the Clearing Member and ~~Registered Customer~~ the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) or the Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) a preliminary report indicating the Bulk Backloading Original OTC Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 2.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.

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- (6) A Bulk Backloaded Original OTC Transactions which, on the day of submission, fulfils all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).
- (7) For Bulk Backloaded Original OTC Transactions which, on the day of submission, fulfil all novation criteria except for the requirement to provide sufficient Eligible Margin Assets necessary to cover the relevant Margin Requirement, Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account, relevant OTC IRS U.S. Clearing Member Cash Account or Basic Clearing Member Cash Account, as relevant, in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the Margin Requirement referred to in the foregoing sentence relates and accordingly will constitute (i) Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) Segregated Margin delivered by the Clearing Member pursuant to the Individual Clearing Model Provisions, (iii) Margin delivered by the Clearing Member pursuant to the ~~ICM for Specified Clients~~ ISA Provisions or (iv) Basic Clearing Member Margin delivered by the Basic Clearing Member pursuant to the Basic Clearing Member Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member and the ~~Registered Customer~~ [DC With System Access and the Basic DC \(depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG\)](#) or the Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member).
- (8) A Clearing Member, ~~Registered Customer~~ [a DC With System Access \(acting on behalf of the Clearing Member\)](#) or a Basic Clearing Member (or a Clearing Agent acting on behalf of the Basic Clearing Member) may subsequently cancel the submission with respect to any Bulk Backloading Original OTC Transaction submitted to Eurex Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that
- (i) the cancellation request is entered by the Clearing Member, the ~~Registered Customer~~ [DC With System Access](#) or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) into the system of, and received by, Eurex Clearing AG, and
 - (ii) each, the responsible Clearing Member, in case the request is entered by a ~~Registered Customer~~ [DC With System Access](#), and the other Clearing Member, the other Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) or the FCM Clearing Member that is a party to the

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relevant Transaction or Swap Transaction, respectively, has given its prior consent in the system of Eurex Clearing AG to such cancellation request.

2.1.6 Daily Evaluation Price

Eurex Clearing AG determines the daily evaluation price on the basis of (i) the fixings published on the Reuters Screen page as defined for the relevant floating rate in Number 2.2.5 Paragraph (1) below and (ii) the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider, in each case as of the day of the determination of the daily evaluation price (each such day a "Reset Date" for the purposes of Number 2.2.5 Paragraph (1)). Where no information on the relevant rates is available on the relevant screen page, Eurex Clearing AG will determine the daily evaluation price based on quotes obtained from major banks in accordance with Number 2.2.5 Paragraph (5) below.

2.1.7 Margin Requirements

- (1) The following applies in addition to the relevant basic provisions on margin requirements set out in Chapter I:
- (2) The applicable Margin Type with respect to CTM Interest Rate Derivative Transactions shall be Initial Margin and Variation Margin. The applicable Margin Type with respect to STM Interest Rate Derivative Transactions shall be Initial Margin.
- (3) The Variation Margin Requirement, or Basic Clearing Member Variation Margin Requirement (each as defined in Chapter I Part 2 Subpart A Number 5, Subpart B Number 6, Subpart C Number 7, Part 3 Subpart A Number 6, Part 4 Number 7 or Part 6 Number 8, as applicable), and/or any Redelivery Amount, as the case may be, for CCP Transactions that are OTC Interest Rate Derivative Transactions and CTM Interest Rate Derivative Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (Number 2.1.5) as follows: For each outstanding CCP Transaction concluded prior to the relevant Business Day, the relevant profit and loss amount shall be the difference between the daily evaluation prices of the CCP Transaction on the relevant Business Day and the previous Business Day. For CCP Transactions concluded on the relevant Business Day, the relevant profit and loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin or the Basic Clearing Member Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including coupon payments and transaction fees) on the current Business Day are added and the trade related cash flows (including coupon payments and transaction fees) on the next Business Day (second next Business Day for DKK, NOK, SEK and JPY) of the respective currency are subtracted.
- (4) In addition to Variation Margin, Eurex Clearing AG shall charge to the Clearing Member or the Basic Clearing Member, as the case may be, interest (the so-called

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price alignment interest (“**PAI**”) on the cumulative Variation Margin, or the cumulative Basic Clearing Member Variation Margin respectively, at the applicable overnight interest rate. PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin, or the cumulative Basic Clearing Member Variation Margin over the lifetime of the portfolio. The cumulative Variation Margin or Basic Clearing Member Variation Margin, respectively, of the previous Business Day corresponds to the value of the IRS portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is positive, Eurex Clearing AG will charge PAI to the Clearing Member or the Basic Clearing Member. If the overnight interest rates are positive and from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is negative, Eurex Clearing AG will credit PAI to the Clearing Member or Basic Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG (i) will credit PAI to a Clearing Member or Basic Clearing Member if, from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is positive and (ii) will charge PAI to the Clearing Member or the Basic Clearing Member if, from the Clearing Member's or Basic Clearing Member's perspective, the value of the IRS portfolio is negative.

PAI shall be calculated and payable for each currency on each Business Day with respect to each CTM Interest Rate Derivative Transaction in accordance with the following formulas.

For EUR, PLN and CHF, PAI is defined as:

$$PAI(T) = -MtM_{exCF}(T-1) * ONR(T, T+1) * YF(T, T+1),$$

where:

“ $MtM_{exCF}(T-1) = MtM(T-1) - CF(T)$ ” is the present value of the previous Business Day excluding today's cash flows from coupons or fees

“ $ONR(T, T+1)$ ” is the overnight rate valid from today to the next Business Day and

“ $YF(T, T+1)$ ” the year fraction from today to the next Business Day using the daycount convention of the corresponding overnight index.

For USD and GBP, the OIS rate valid from T to T+1 is published not before T+1. Therefore, a modified definition of PAI is required:

$$PAI(T) = -MtM_{exCF}(T-1) * ONR(T-1, T) * YF(T, T+1)$$

The equation above is also applied for GBP FRAs with settlement in advance, where VM and PAI are instructed intraday before the SONIA overnight rate is available.

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For T+2 currencies (JPY, DKK, SEK, and NOK) VM is settled on T+2 (in contrast to EUR, USD, GBP, CHF and PLN where VM is settled on T+1). Thus, PAI for T+2 currencies is defined as:

$$PAI(T) = -MtM_{exCF}(T-2) * ONR(T, T+1) * YF(T, T+1),$$

with

$$MtM_{exCF}(T-2) = MtM(T-2) - CF(T-1) - CF(T).$$

The relevant indices are

- (a) In case the currency is EUR then EONIA;
 - (b) In case the currency is USD then FED FUNDS;
 - (c) In case the currency is GBP then SONIA;
 - (d) In case the currency is CHF then SARON;
 - (e) In case the currency is JPY then TONAR;
 - (f) In case the currency is DKK then T/N (published by Danish National Bank);
 - (g) In case the currency is SEK then STIBOR T/N;
 - (h) In case the currency is NOK then NOWA (Norwegian Overnight Weighted Average);
 - (i) In case the currency is PLN then POLONIA (Polish Overnight Index Average).
- (5) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 Paragraph (1) (a) Sentence 1 and Chapter I Part 1 Number 1.3.1 Paragraph (2) (a) (aa) apply.

2.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6 and, if applicable, Chapter I Part 3 Subpart A Number 15 and Chapter I Part 6 Number 9.

2.1.9 Calculation Agent

The **Calculation Agent** shall calculate the fixed and floating amounts (including the determination of the applicable floating rate/base rate) as well as any close-out amounts or cash settlement amounts that (a) are payable upon termination or novation of CCP Transactions and (b) are to be determined by the Calculation Agent pursuant to this Part 2. To the extent calculations, determinations or other actions have to be made or taken under the 2006 ISDA Definitions, Section 4.14 of the 2006 ISDA Definitions shall apply provided that any notices to be given by Eurex Clearing AG in its capacity as Calculation Agent will be made available by Eurex Clearing AG in its system for purposes

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of both CCP Transactions and ~~CM-RC~~ [CM-ICM Client](#) Transactions. For the avoidance of doubt, in its capacity as Calculation Agent, the liability of Eurex Clearing AG shall be restricted in accordance with the provisions set out in Chapter I Part 1 Number 14.1.2.

2.2 General product-related terms for OTC Interest Rate Derivative Transactions

The following general product-related terms shall apply to the OTC Interest Rate Derivative Transactions provided for in Number 2.3 and 2.4.

2.2.1 Payment Obligations

- (1) The relevant Clearing Member or Basic Clearing Member (or its Clearing Agent acting for its account) and Eurex Clearing AG shall pay either Fixed Amounts or Floating Amounts and, if applicable, any initial amount payable under the relevant CCP Transaction, as provided for in Number 2.3 and 2.4.
- (2) Payments of Fixed Amounts or Floating Amounts due on the next scheduled payment date after the date on which novation of the relevant Original OTC Transaction has taken place shall be effected in accordance with the Clearing Conditions for the entire calculation period. This also applies if part of the calculation period has already elapsed at the day of novation.
- (3) Payments under the relevant OTC Interest Rate Derivative Transaction will not be owed under the relevant CCP Transaction and are not subject to these Clearing Conditions in case these payments (i) are in EUR, USD, GBP, CHF, DKK, NOK, SEK, PLN or JPY and were due on or before the day of novation or (ii) are in DKK, NOK, SEK or JPY and will become due on the next Business Day following the day of novation.
- (4) If after adjustment in accordance with the applicable business day conventions, payments of Fixed Amounts or Floating Amounts become due on a payment date which is not a **TARGET Settlement Day**, such payments shall become payable on the next TARGET Settlement Day. For the period from (and including) the scheduled payment date until (and excluding) the next following TARGET Settlement Day, interest will be payable by the relevant fixed rate payer or floating rate payer on the relevant Fixed Amount or Floating Amount payable at a rate equal to EONIA (in case of Euro payments), SONIA (in case of GBP payments), FED FUNDS (in case of USD payments), TOIS (in case of CHF payments), NOWA (in case of NOK payments), POLONIA (in case of PLN payments), the T/N -Rate (published by the Danish National Bank) (in case of DKK payments), STIBOR T/N (in case of SEK payments) or TONAR (in case of JPY payments).
- (5) The following additional primary payment obligations apply under STM Interest Rate Derivative Transactions:
 - (a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an IRS STM Amount on each Business Day (i) from (and including) the IRS STM Effective Date (in case an STM Interest Rate Derivative Transaction was an

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Existing STM Eligible Interest Rate Derivative Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM Interest Rate Derivative Transaction was an Original STM Eligible Interest Rate Derivative Transaction), the date of novation pursuant to Number 2.5, the date of novation pursuant to Number 2.6.2 or the date of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 Paragraph (5)(c) (in the case the STM Interest Rate Derivative Transaction was a Transfer STM Eligible Interest Rate Derivative Transaction), as relevant, (ii) to (and including) the earlier of the “Termination Date” of the STM Interest Rate Derivative Transaction (as specified in the relevant OTC Trade Novation Report), the date of the cancellation pursuant to Number 2.6.2, the date of the release from the obligations under the Original Transaction pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 Paragraph (5)(c) or the date of a termination pursuant to Numbers 2.5 or 2.8, as relevant (the relevant date under (ii) is the “**Last IRS STM Amount Payment Date**”).

“**IRS STM Amount**” means, an amount which shall equal the profit or loss amount determined with respect to an outstanding STM Interest Rate Derivative Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 2.1.6) as follows: For STM Interest Rate Derivative Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM Interest Rate Derivative Transaction concluded (whether as STM Interest Rate Derivative Transaction or CTM Interest Rate Derivative Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM Interest Rate Derivative Transaction on the relevant Business Day and the previous Business Day. On the Last IRS STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM Interest Rate Derivative Transaction of the previous Business Day and zero. Additionally, the IRS STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the coupon payments and transaction fees on the current Business Day are added and the coupon payments and transaction fees on the next Business Day (second next Business Day for DKK, NOK, SEK and JPY) of the respective currency are subtracted.

- (b) A price alignment amount (“**IRS Price Alignment Amount**” or “**IRS PAA**”) shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the IRS STM Amount. The IRS PAA corresponds to the overnight interest paid or received on the cumulative IRS STM Amounts over the lifetime of the STM Interest Rate Derivative Transaction. The cumulative IRS STM Amounts of the previous Business Day correspond to the value of the STM Interest Rate Derivative Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is positive,

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Eurex Clearing AG will charge the IRS Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is negative, Eurex Clearing AG will credit the IRS Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the IRS Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is positive and will charge the IRS Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is negative.

IRS PAA shall be calculated and payable for each currency on each Business Day with respect to each STM Interest Rate Derivative Transaction in accordance with the following formulas.

For EUR, PLN and CHF, IRS PAA is defined as:

$$IRS\ PAA(T) = - MtM_exCF(T-1) * ONR(T, T+1) * YF(T, T+1),$$

where:

"MtM_exCF(T-1) = MtM (T-1) – CF (T)" is the present value of the previous Business Day excluding today's cash flows from coupons or fees

"ONR (T, T+1)" is the overnight rate valid from today to the next Business Day and

"YF (T, T+1)" the year fraction from today to the next Business Day using the daycount convention of the corresponding overnight index.

For USD and GBP, the OIS rate valid from T to T+1 is published not before T+1. Therefore, a modified definition of IRS PAA is required:

$$IRS\ PAA(T) = - MtM_exCF(T-1) * ONR(T-1, T) * YF(T, T+1)$$

The equation above is also applied with respect to GBP FRAs with settlement in advance, where the IRS STM Amount and the IRS PAA are instructed intraday before the SONIA overnight rate is available.

For T+2 currencies (JPY, DKK, SEK, and NOK) the IRS STM Amount is settled on T+2 (in contrast to EUR, USD, GBP, CHF and PLN where the IRS STM Amount is settled on T+1). Thus, IRS PAA for T+2 currencies is defined as:

$$IRS\ PAA(T) = - MtM_exCF(T-2) * ONR(T, T+1) * YF(T, T+1),$$

with

$$MtM_exCF(T-2) = MtM(T-2) - CF(T-1) - CF(T).$$

The relevant indices are

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- (a) In case the currency is EUR, then EONIA;
 - (b) In case the currency is USD, then FED FUNDS;
 - (c) In case the currency is GBP, then SONIA;
 - (d) In case the currency is CHF, then SARON;
 - (e) In case the currency is JPY, then TONAR;
 - (f) In case the currency is DKK, then T/N (published by Danish National Bank);
 - (g) In case the currency is SEK, then STIBOR T/N;
 - (h) In case the currency is NOK, then NOWA (Norwegian Overnight Weighted Average);
 - (i) In case the currency is PLN, then POLONIA (Polish Overnight Index Average).
- (6) Eurex Clearing AG may discharge its payment obligations by way of set-off in accordance with Chapter I Part 1 Number 1.3.1 Paragraph (1) (a) and (f) and Chapter I Part 1 Number 1.3.1 Paragraph (2) (a) (aa), (b) and (c).

2.2.2 References to Market Standard OTC Interest Rate Derivatives Documentation

- (1) Notwithstanding any selection of the 2000 ISDA Definitions or 2006 ISDA Definitions in the data to be transmitted via the ATS and subject to Number 2.2.6 (Day Count Conventions) below, (a) the 2006 ISDA Definitions, as published by ISDA, shall apply to all CCP Transactions and ~~CM-RC~~ [all CM-ICM Client](#) Transactions that are ISDA Interest Rate Derivative Transactions and (b) the 2000 ISDA Definitions or 2006 ISDA Definitions shall not apply to DRV Interest Rate Derivative Transactions except that (i) the definitions relating to compounding set forth in Section 6.3 of the 2006 ISDA Definitions, which are referenced in the last sub-paragraph of Number 2.2.4 Paragraph (1) below, and (ii) Section 8.3 of the 2006 ISDA Definitions relating to Linear Interpolation, which is referenced in Number 2.2.4 Paragraph (4) below shall also apply to DRV Interest Rate Derivative Transactions.
- (2) All terms defined in the 2006 ISDA Definitions which are used in this Chapter VIII shall have the meaning given to them in the 2006 ISDA Definitions unless otherwise defined herein. In the event of any inconsistency between the 2006 ISDA Definitions on the one hand and the Clearing Conditions on the other hand, the Clearing Conditions shall prevail.
- (3) For the purposes of this Part 2, references in the 2006 ISDA Definitions to a “**Swap Transaction**” shall be deemed to be references to a CCP Transaction and a ~~CM-RC~~ [CM-ICM Client](#) Transaction, as applicable, that are OTC Interest Rate Derivative Transactions. Any reference in the 2006 ISDA Definitions to a “**Confirmation**” shall be a reference to the Clearing Conditions in conjunction with the relevant OTC Trade Novation Report.

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- (4) Notwithstanding the fact that the Clearing Conditions (including Chapter VIII and the market standard documentation incorporated therein by reference) are governed by the laws of Germany, the terms and provisions of the 2006 ISDA Definitions shall be interpreted in accordance with international market practice for OTC Interest Rate Derivative Transactions and shall be given the same meaning as they would have in English or New York law-governed OTC interest rate derivative transactions entered into on the basis of documentation published by ISDA, provided, however, that in the case of any conflict or inconsistency between the English law governed version and the New York lawgoverned version, the English law-governed version shall prevail.

2.2.3 Calculation of Fixed Amount

Eurex Clearing AG will calculate a fixed amount payable by a party on a Payment Date (the “**Fixed Amount**”) as either:

- (a) if in the OTC Trade Novation Report an amount is specified as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, such amount; or
- (b) if an amount is not specified in the OTC Trade Novation Report as the Fixed Amount and if such amount is not otherwise determined as provided in the OTC Trade Event Report, an amount calculated on the basis of the following formula for that Payment Date or for the related Calculation Period:

Fixed Amount = Notional Amount x Fixed Rate x Fixed Rate Day Count Fraction.

or in case of ZCIS as:

Fixed Amount = Notional Amount x ((1 + Fixed Rate)^{Term} - 1)

- (c) If the Fixed Amount payable by a party on a Payment Date is negative, the Amount payable by that party on that Payment Date will be deemed to be zero and the other party is obliged to pay to that party the absolute value of the negative Amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period.

2.2.4 Calculation of Floating Amount

- (1) Eurex Clearing AG will calculate the floating amount payable by a party on a Payment Date (the “**Floating Amount**”) as follows:

- (a) if neither Compounding nor Flat Compounding is applicable, an amount calculated for that Payment Date or the related Calculation Period on the basis of the following formula:

Floating Amount = Notional Amount x Floating Rate (+/- Spread) x Floating Rate Day Count Fraction.

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- (b) if “**Compounding**” is specified as applicable and “**Flat Compounding**” is not specified as applicable, an amount equal to the sum of the Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period;
- (c) if “**Flat Compounding**” is specified as applicable, an amount equal to the sum of the Basic Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period plus the sum of the Additional Compounding Period Amounts for each such Compounding Period.

The terms “**Compounding Period**”, “**Compounding Date**”, “**Compounding Period Amount**”, “**Adjusted Calculation Amount**”, “**Basic Compounding Period Amount**”, “**Additional Compounding Period Amount**” and “**Flat Compounding Amount**” shall have the meaning given to them in Section 6.3 of the 2006 ISDA Definitions (which section shall also apply to DRV Interest Rate Derivative Transactions).

- (2) If the Floating Amount payable by a party on a Payment Date is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate) and if “**Compounding**” or “**Flat Compounding**” is not specified for that OTC Interest Rate Derivative Transaction, then the Floating Amount payable by that party on that Payment Date will be deemed to be zero and the other party will pay to that party the absolute value of the negative Floating Amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period.
- (3) If either “**Compounding**” or “**Flat Compounding**” is specified in the OTC Trade Event Report to be applicable to that OTC Interest Rate Derivative Transaction and the Compounding Period Amount, the Basic Compounding Period Amount or the Additional Compounding Period Amount is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then the Floating Amount for the Calculation Period in which that Compounding Period or those Compounding Periods occur will be either the sum of all Compounding Period Amounts or the sum of all the Basic Compounding Period Amounts and all the Additional Compounding Period Amounts in that Calculation Period (whether positive or negative).

If such sum is positive, then the Floating Rate Payer with respect to the Floating Amount so calculated (such party is referred to in the next sentence as the “**scheduled payer**”) will pay that Floating Amount to the other party (such party is referred to in the next sentence as the “**scheduled payee**”). If such sum is negative, the Floating Amount payable by the scheduled payer will be deemed to be zero, and the scheduled payee will, in turn, pay to the scheduled payer the absolute value of the negative Floating Amount as calculated.

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- (4) The floating payment amount of ZCIS is calculated as:

Floating Amount = Notional Amount x (inflation index value at maturity / start inflation index value - 1).

The specified fixing lag and index interpolation method must be considered.

2.2.5 Rates for calculating the Floating Amount

- (1) The applicable Relevant Rate (in case of ISDA Interest Rate Derivative Transactions) or Base Rate (in case of DRV Interest Rate Derivative Transactions) applied by Eurex Clearing AG in calculating Floating Amounts will be set out in the OTC Trade Novation Report on the basis of the floating rate index specified in the Trade Record transmitted to Eurex Clearing AG via the ATS whereby:
- (a) **“EUR-EURIBOR-Reuters”** means that the rate for a Reset Date will be the rate for Euro deposits for a period of the Designated Maturity which appears on the Reuters Screen EURIBOR01 Page as of 11:00 a.m., Brussels time. If a corrected rate is delivered till 3:00 p.m. Brussels time, then this rate will be used.
 - (b) **“GBP-LIBOR-BBA”** means that the rate for a Reset Date will be the rate for deposits in GBP for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time.
 - (c) **“USD-LIBOR-BBA”** means that the rate for a Reset Date will be the rate for deposits in USD for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time.
 - (d) **“CHF-LIBOR-BBA”** means that the rate for a Reset Date will be the rate for deposits in Swiss Francs for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time.
 - (e) **“JPY-LIBOR-BBA”** means that the rate for a Reset Date will be the rate for deposits in Japanese Yen for a period of the Designated Maturity which appears on the Reuters Screen 3750 Page as of 11:00 a.m., London time.
 - (f) **“DKK-CIBOR-DKNA13”** and **“DKK-CIBOR2-DKNA13”** means that the rate for a Reset Date will be the rate for deposits in Danish Krone for a period of the Designated Maturity which appears on the Reuters Screen DKNA13 Page as of 11:00 a.m., Copenhagen time.

For the avoidance of doubt, DKK-CIBOR and CIBOR2 differ only by the reset lag, the fixings themselves are identical for both indexes.

- (g) **“NOK-NIBOR-NIBR”** means that the rate for a Reset Date will be the rate for deposits in Norwegian Krone for a period of the Designated Maturity which appears on the Reuters Screen NIBR Page as of 12:00 noon, Oslo time.

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If such rate does not appear on the Reuters Screen NIBR Page, the rate for that Reset Date will be determined as if the parties had specified “NOK-NIBOR Reference Banks” as the applicable Floating Rate Option.

“**NOK-NIBOR-OIBOR**” means that the rate for a Reset Date will be the rate for deposits in Norwegian Krone for a period of the Designated Maturity which appears on the Reuters Screen OIBOR= Page as of 12:00 noon, Oslo time. If such rate does not appear on the Reuters Screen OIBOR= Page, the rate for that Reset Date will be determined as if the parties had specified “NOK-NIBOR-Reference Banks” as the applicable Floating Rate Option.

Note that IRS transactions on “NOK-NIBOR-NIBR” are automatically converted to “NOK-NIBOR-OIBOR” when novated for clearing.

- (h) “**PLN-WIBOR-WIBO**” means that the rate for a Reset Date will be the offered rate for deposits in Polish Zloty for a period of the Designated Maturity which appears on the Reuters Screen WIBOR Page as of 11:00 a.m., Warsaw time.

If such rate does not appear on the Reuters Screen WIBOR Page, the rate for that Reset Date will be determined as if the parties had specified “PLNWIBOR-Reference Banks” as the applicable Floating Rate Option.

- (i) “**SEK-STIBOR-SIDE**” means that the rate for a Reset Date will be the rate for deposits in Swedish Krona for a period of the Designated Maturity which appears on the Reuters Screen SIDE Page under the caption “FIXINGS” as of 11:00 a.m., Stockholm time.

If such rate does not appear on the Reuters Screen SIDE Page, the rate for that Reset Date will be determined as if the parties had specified “SEK-STIBOR-Reference Banks” as the applicable Floating Rate Option.

- (j) “**CHF-SARON-OIS-COMPOUND**”, “**USD-Federal Funds-H.15-OIS-COMPOUND**”, “**GBP-SONIA-COMPOUND**”, “**EUR-EONIA-OIS-Compound**”, “**JPY-TONA-OIS-COMPOUND**” will be calculated as set out in Number 2.2.7 below.

- (k) “**HICPxT**” means the non revised Eurozone Harmonised Index of Consumer Prices excluding Tobacco or relevant Successor Index, measuring the rate of inflation in the European Monetary Union excluding tobacco, expressed as an index and published by the relevant Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

- (l) “**FRCPIx**” means the non revised French Inflation Consumer Price Index excluding Tobacco or relevant Successor Index, measuring the rate of inflation in France excluding tobacco expressed as an index and published by the relevant Index Sponsor. The first publication or announcement of a level of such

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index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

- (m) “**UK RPI**” means the non revised UK Retail Price Index or relevant Successor Index, measuring the all items rate of inflation in the United Kingdom expressed as an index and published by the relevant Index Sponsor. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.
 - (n) Fallback index level: In case one of the rates under items (a) to (i) above is not published by the relevant body at the respective usual time, Eurex Clearing AG sets the rate used for the calculation of floating amounts in its reasonable discretion.
 - (o) Successor index: In case a floating rate index is discontinued to be published by the relevant body, Eurex Clearing AG sets a successor index in its reasonable discretion taking into account relevant guidance notes of ISDA.
- (2) “**Reset Date**” means, for an OTC Interest Rate Derivative Transaction or a party, each day specified as such in the OTC Trade Novation Report for the OTC Interest Rate Derivative Transaction or that party, subject to adjustment in accordance with the applicable business day convention specified in the OTC Trade Novation Report, in each case on the basis of the data relating to reset dates as transmitted to Eurex Clearing AG via the ATS. If an adjustment in accordance with that business day convention would cause a Reset Date to fall on the Payment Date in respect of the Calculation Period to which that Reset Date relates, the Reset Date shall be the first Business Day preceding the date on which the Reset Date would have fallen without any adjustment.
- (3) “**Designated Maturity**” means, in respect of an OTC Interest Rate Derivative Transaction or a party, the period of time specified as index tenor in the OTC Trade Novation Report on the basis of the index tenor data transmitted to Eurex Clearing AG via the ATS.
- (4) If “**Linear Interpolation**” is specified as applicable with respect to a Calculation Period or Compounding Period, the Relevant Rate for a Reset Date shall be determined in accordance with Section 8.3 of the 2006 ISDA Definitions which shall apply to both ISDA Interest Rate Derivative Transactions and DRV Interest Rate Derivative Transactions, whereby the Calculation Agent will make such determination in accordance with market practice based on the **Best Practice Statement Linear Interpolation** published by ISDA on 19 December 2009.

If a floating rate is to be determined with respect to an Interest Rate Stub Period and “**Linear Interpolation**” is not specified as applicable with respect to such determination, the floating rate for such Interest Rate Stub Period shall be determined pursuant to Number 2.1.5.1 Paragraph (7) (c) (aa), (bb) or (dd), as applicable.

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- (5) Where the Relevant Rate (in case of ISDA Interest Rate Derivative Transactions) or Base Rate (in case of DRV Interest Rate Derivative Transactions) is not available on the relevant screen page, Eurex Clearing AG determines the applicable rate in its reasonable discretion on the basis of the arithmetic mean of the rates at which deposits (in the relevant contractual currency, with an equivalent maturity and in the same, or approximately the same, notional amount) are offered by at least four major banks to prime banks in the relevant interbank market at approximately the time at which the relevant rate should have been available on the applicable screen.

2.2.6 Day Count Conventions

The following day count fraction conventions may be specified in the OTC Trade Novation Report based on the Trade Record transmitted via the ATS for determining the applicable day count fraction:

- (1) 30/360, which shall have the meaning given to “**30/360**” in the 2006 ISDA Definitions and, for DRV Interest Derivative Transactions, in Number 2.4 Paragraph (6) (e) below.
- (2) 30E*/360, which shall have the meaning given to “**30E/360**” in the 2006 ISDA Definitions and, for DRV Interest Derivative Transactions, in Number 2.4 Paragraph (6) (e) below.
- (3) 30E/360, which shall have the meaning given to “**30E/360 (ISDA)**” in the 2006 ISDA Definitions and, for DRV Interest Derivative Transactions, in Number 2.4 Paragraph (6) (e) below and which will be specified in the OTC Trade Novation Report if, in the Trade Record transmitted via the ATS, “**30E/360**” and “**2000 ISDA**” or “**30E/360.ISDA**” and “**2006 ISDA**” are selected.
- (4) Act/360, which shall have the meaning given to “**Act/360**” in the 2006 ISDA Definitions and, for DRV Interest Derivative Transactions, in Number 2.4 Paragraph (6) (a) below.
- (5) Act/365, which shall have the meaning given to “**Act/365 (Fixed)**” in the 2006 ISDA Definitions and, for DRV Interest Derivative Transactions, in Number 2.4 Paragraph (6) (b) below.
- (6) Act/365I, which shall have the meaning given to “**Act/Act (ISDA)**” in the 2006 ISDA Definitions and, for DRV Interest Rate Derivative Transactions, in Number 2.4 Paragraph (6) (c) below and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if in the Trade Record transmitted via the ATS “**Act/365.ISDA**” and “**2000 ISDA**” are selected.
- (7) ActB/ActB, which shall have the meaning given to “**Act/Act (ICMA)**” in the 2006 ISDA Definitions and, for DRV Interest Rate Derivative Transactions, in Number 2.4 Paragraph (6) (d) below and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if in the Trade Record transmitted via the ATS “**Act/Act.ISMA**” and “**2000 ISDA**” are selected.

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- (8) 1/1, which is the standard day count convention for ZCIS and which shall have the meaning given to “1/1” in the 2006 ISDA Definitions.

2.2.7 OIS Rate Calculation

The applicable Floating Rate for overnight interest rate swaps (OIS) pursuant to Number 2.3.4 or 2.4.2 below will be calculated in accordance with the following paragraphs of Section 7.1 of the 2006 ISDA Definitions:

“**EUR-EONIA-OIS-COMPOUND**” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day Euro-zone interbank euro money market).

“The EURO-EONIA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{EONIA_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“**d**”, for any Calculation Period, is the number of TARGET Settlement Days in the relevant Calculation Period;

“**i**” is a series of whole numbers from one to **d**, each representing the relevant TARGET Settlement Days in chronological order from, and including, the first TARGET Settlement Day in the relevant Calculation Period;

“**EONIA_i**”; for any day “**i**” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day;

“**n_i**”, is the number of calendar days in the relevant Calculation Period on which the rate is EONIA_i; and

“**d**” is the number of calendar days in the relevant Calculation Period.

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“GBP-SONIA-COMPOUND” means that the rate for a Reset Date calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Sterling daily overnight reference rate).

“The GBP-SONIA-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, is necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

where: “**d**”, for any Calculation Period, is the number of London Banking Days in the relevant Calculation Period;

“**i**” is a series of whole numbers from one to **d**, each representing the relevant London Banking Days in chronological order from, and including, the first London Banking Day in the relevant Calculation Period;

“**SONIA_i**”; for any day “**i**” in the relevant Calculation Period, is a reference rate equal to the daily Sterling Overnight Index Average (SONIA) rate as provided by the administrator of SONIA to, and published by, authorized distributors of the rate as of 09:00 a.m. London time on the London Banking Day immediately following that day”**i**”.

“**n_i**”, is the number of calendar days in the relevant Calculation Period on which the rate is **SONIA_i**; and

“**d**” is the number of calendar days in the relevant Calculation Period.

OTC Interest Rate Derivative Transactions on **“GBP-WMBA-SONIA-COMPOUND”** are automatically converted to **“GBP-SONIA-COMPOUND”** when novated for clearing.

“CHF-SARON-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Swiss Franc Repo daily overnight reference rate).

“The CHF-SARON-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the Supplement number 51 to the 2006 ISDA Definitions or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below, but to the nearest on ten-thousandth of a percentage point (0.0001 per cent):

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where:

“**d₀**”, for any Calculation Period, is the number of Zurich Banking Days in the relevant Calculation Period;

“**i**” is a series of whole numbers from one to **d₀**, each representing the relevant Zurich Banking Days in chronological order from, and including, the first Zurich Banking Day in the relevant Calculation Period;

“**TOIS_i**”; for any day “**i**” in the relevant Calculation Period, is a reference rate equal to the rate for overnight repo transactions in Swiss Francs which appears on the Thomson Reuters Screen SARON.S under the heading ‘CLSFIX’ at or after 6:00 p.m., Zurich time, in respect of that day or, if such rate does not appear on the Thomson Reuters Screen SARON.S by 8 p.m. on such day, the rate for that day will be determined by Eurex Clearing AG.

“**n_i**”, is the number of calendar days in the relevant Calculation Period on which the rate is SARON_i; and

“**d**” is the number of calendar days in the relevant Calculation Period.

“**USD-Federal Funds-H.15-OIS-COMPOUND**” means that the rate for the Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the daily effective federal funds rate determined by the Federal Reserve as the weighted average of the rates on brokered trades).

“**The USD-Federal Funds-H.15-OIS-COMPOUND**” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{FEDFUND_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“**d₀**” for any Calculation Period is the number of New York Banking Days in the relevant Calculation Period;

“**i**” is a series of whole numbers from one to **d₀**, each representing the relevant New York Banking Days in chronological order from, and including, the first New York Banking Day in the relevant Calculation Period;

“**FEDFUND_i**”; for any day “**i**” in the relevant Calculation Period, is a reference rate equal to the rate set forth in H.15(519) in respect of that day under the caption “**EFFECT**”, as such rate is displayed on the Reuters Screen FEDFUNDS1 Page. If such rate does not appear on the Reuters Screen FEDFUNDS1 Page, in respect of any day “**i**”, the rate for

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that day will be the rate displayed on the Reuters Screen FEDFUNDS1 Page in respect of the first preceding New York Banking Day;

“**n_i**” is the number of calendar days in the relevant Calculation Period on which the rate is FEDFUND_i; and

“**d**” is the number of calendar days in the relevant Calculation Period.

“**JPY-TONA-OIS-COMPOUND**” means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment, (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank JPY market in Tokyo).

“**The JPY-TONA-OIS-COMPOUND**” will be calculated as follows and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions, or in case of DRV Interest Rate Transaction, Number 2.4 Paragraph (3) below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d₀**” for any calculation period is the number of Tokyo Banking Days in the relevant Calculation Period; and

“**i**” is a series of whole numbers from one to **d₀**, each representing the relevant Tokyo Banking Days in chronological order from, and including, the first Tokyo Banking Day in the relevant Calculation Period;

“**TONA_i**”, for any day “**i**” in the relevant Calculation Period, is a reference rate equal to the Tokyo OverNight Average rate (TONA) as published by the Bank of Japan on the Reuters Screen TONAT Page as of approximately 10:00, Tokyo time, on the Tokyo Banking Day next following that day “**i**”. If such rate does not appear on Reuters Screen TONAT in respect of any day “**i**”, the rate for that day will be the rate displayed on the Reuters Screen TONAT Page in respect of the first preceding Tokyo Banking Day;

“**n_i**” is the number of calendar days in the relevant Calculation Period on which the rate is **TONA_i**; and

“**d**” is the number of calendar days in the relevant Calculation Period.

2.3 Terms for ISDA Interest Rate Derivative Transactions

The product-related terms set out below and the expressions defined in the 2006 ISDA Definitions are specified in the relevant OTC Trade Novation Report on the basis of the Trade Record transmitted via the ATS.

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2.3.1 General terms for ISDA Interest Rate Swaps or Forward Rate Agreements

In the case of ISDA Interest Rate Derivative Transactions that are interest rate swaps (each an “**ISDA Interest Rate Swap**”) or forward rate agreements (each an “**ISDA Forward Rate Agreement**”), the 2006 ISDA Definitions and, on their basis, the following general terms shall apply:

- (a) Notional Amount as specified in the OTC Trade Novation Report under “**calculation period amount**” (in the case of a swap transaction involving one currency only), which, in case of variable Notional Amounts, can be set out in a notional schedule
- (b) Trade Date
- (c) Effective Date
- (d) Termination Date (subject to adjustment in accordance with any applicable business day convention)
- (e) Business Days
- (f) business day convention
- (g) Only in case of interest rate swaps: Initial payments/fees
 - Payer of the initial payments/fees, if any
 - Amount of the initial payments/fees (specify zero, if none)
 - Payment date for the initial payment.

2.3.2 Terms for ISDA Fixed Rate-Floating Rate Swaps

In addition to the general terms for ISDA Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report shall apply to ISDA Interest Rate Swaps that are fixed rate-floating rate swaps:

1. Fixed Amounts:
 - (a) Fixed Rate Payer
 - (b) Fixed Rate Payer Payment Dates (subject to adjustment in accordance with any applicable business day convention)
 - (c) either:
 - (i) Fixed Amount (which may be a lump sum payable under a zero coupon swap, if applicable), or
 - (ii) Fixed Rate (which may be a zero coupon, if applicable) and Fixed Rate Day Count Fraction, or

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(iii) a Fixed Rate Payer schedule in which the Fixed Rates applicable to the relevant Calculation Periods are specified.

2. Floating Amounts:

- (a) Floating Rate Payer
- (b) Floating Rate Payer Payment Dates (subject to adjustment in accordance with any applicable business day convention)
- (c) Floating Rate for initial Calculation Period, if applicable
- (d) Floating Rate Option
- (e) Designated Maturity
- (f) Spread (if the Spread is variable it can be set out in a Spread schedule)
- (g) Floating Rate Day Count Fraction
- (h) Reset Dates
- (i) Compounding (“**straight**”) or Flat Compounding, if applicable
- (j) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.

2.3.3 Terms for ISDA Floating Rate-Floating Rate Swaps

In addition to the general provisions for ISDA Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report, shall apply to ISDA Interest Rate Swaps that are floating rate-floating rate swaps (“**basis**” swaps):

- (a) Floating Rate Payer 1:
 - (i) Floating Rate Payer Payment Dates (subject to adjustment in accordance with any applicable business day convention)
 - (ii) Floating Rate for initial Calculation Period, if applicable
 - (iii) Floating Rate Option
 - (iv) Designated Maturity
 - (v) Spread (if the Spread is variable it can be set out in a Spread schedule)
 - (vi) Floating Rate Day Count Fraction
 - (vii) Reset Dates
 - (viii) Compounding (“**straight**”) or Flat Compounding, if applicable

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(ix) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.

(b) Floating Rate Payer 2:

(i) Floating Rate Payer Payment Dates (subject to adjustment in accordance with any applicable business day convention)

(ii) Floating Rate for initial Calculation Period, if applicable

(iii) Floating Rate Option

(iv) Designated Maturity

(v) Spread (if the Spread is variable it can be set out in a Spread schedule)

(vi) Floating Rate Day Count Fraction

(vii) Reset Dates

(viii) Compounding (“**straight**”) or Flat Compounding, if applicable

(ix) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.

2.3.4 Terms for ISDA Overnight Interest Rate Swap Transactions

In addition to the general terms for ISDA Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report, shall apply to ISDA Interest Rate Swaps that are overnight interest rate-swap transactions:

1. Fixed Amounts:

(a) Fixed Rate Payer

(b) Fixed Rate Payer Payment Dates or Period End Dates, if Delayed Payment or Early Payment applies (subject to adjustment in accordance with any applicable business day convention)

(c) Fixed Rate and Fixed Rate Day Count Fraction

2. Floating Amounts:

(a) Floating Rate Payer

(b) Floating Rate Payer Payment Dates or Period End Dates, if Delayed Payment or Early Payment applies (subject to adjustment in accordance with any applicable business day convention)

(c) Floating Rate for initial Calculation Period, if applicable

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- (d) Floating Rate Option
- (e) Reset Dates being the last day of each Calculation Period (subject to adjustment in accordance with any applicable business day convention)
- (f) Compounding (“**straight**”) or Flat Compounding shall not be applicable.

2.3.5 Terms for ISDA Forward Rate Agreements

In addition to the general provisions for ISDA Forward Rate Agreements, the following product-specific terms shall apply to ISDA Forward Rate Agreements:

- (a) Fixed Rate Payer
- (b) Fixed Rate
- (c) Floating Rate Payer
- (d) Payment Date being the Effective Date or the Termination Date as specified in the OTC Trade Novation Report (subject to adjustment in accordance with any applicable business day convention)
- (e) Floating Rate Option
- (f) Designated Maturity
- (g) Spread: none
- (h) Floating Rate Day Count Fraction
- (i) Reset Date (subject to adjustment in accordance with any applicable business day convention)
- (j) FRA Discounting: Applicable if the FRA Amount is payable on the Effective Date and not applicable if the FRA Amount is payable on the Termination Date
- (k) Identical financial centres for fixings and payments.

2.3.6 Terms for ISDA Zero Coupon Inflation Swaps

In addition to the general terms for ISDA Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report shall apply to ISDA Zero Coupon Inflation Swaps:

1. Fixed Amounts:
 - (a) Fixed Rate Payer
 - (b) Fixed Rate Payer Payment Date (subject to adjustment in accordance with any applicable business day convention)

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(c) Fixed Rate (zero coupon) and Fixed Rate Day Count Fraction, or

2. Floating Amounts:

- (a) Floating Rate Payer
- (b) Floating Rate Payer Payment Date (subject to adjustment in accordance with any applicable business day convention)
- (c) Initial Inflation Index Level, if applicable
- (d) Inflation Index Name
- (e) Floating Rate Day Count Fraction
- (f) Inflation Index Fixing Lag
- (g) Inflation Index Interpolation Method

2.4 Terms for DRV Interest Rate Derivative Transactions

The product-related terms for DRV Interest Rates Derivative Transactions set out below are specified in the relevant OTC Trade Novation Report on the basis of the Trade Record transmitted via the ATS.

The following definitions and general provisions shall apply to DRV Interest Rate Derivative Transactions:

- (1) If a Due Date is not a Business Day, each payment shall be made and any other obligation shall be performed under the relevant OTC Interest Rate Derivative Transaction as follows (the “**Business Day Convention**”), as specified in the OTC Trade Novation Report:
 - (a) on the immediately preceding Business Day (“**Preceding**”); or
 - (b) on the immediately following Business Day (“**Following**”); or
 - (c) on the immediately following Business Day unless that day falls in the next calendar month, in which case the relevant payment or other performance is to be made on the immediately preceding Business Day (“**Modified Following**”).
- (2) “**Business Day**” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place(s) specified in the OTC Trade Novation Report or, if EUTA is specified in the OTC Trade Novation Report, a TARGET Settlement Day.
- (3) Any Base Rate (as defined below) will be rounded (*kaufmännisch gerundet*), if necessary, to the nearest 1/100000 of a percentage point.

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- (4) The “**Fixed Rate**” (*Festsatz*) shall be the rate, expressed as a decimal, that is specified as fixed rate in the OTC Trade Novation Report.
- (5) The “**Floating Rate**” (*Variabler Satz*) shall be a rate expressed as a decimal equal to:
- (a) the floating rate specified as such in the OTC Trade Novation Report (the “**Base Rate**”) or,
 - (b) in case of DRV Interest Rate Derivative Transactions in the form of forward rate agreements, the rate determined as follows:
 - (i) for payments by the Seller, the Base Rate minus the Forward Rate (*Terminsatz*); and
 - (ii) for payments by the Buyer, the Forward Rate minus the Base Rate.
- (6) “**Day Count Fraction**” (*Zinstagesquotient*) means any of the following:
- (a) If “**Act/360**” is specified in the OTC Trade Novation Report, the actual number of days in the Calculation Period in respect of which payment is being made divided by 360.
 - (b) If “**Act/365 (Fixed)**” is specified in the OTC Trade Novation Report, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365.
 - (c) If “**Act/Act (ISDA)**” applies pursuant to Number 2.2.6, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).
 - (d) If “**Act/Act (ICMA)**” applies pursuant to Number 2.2.6, a fraction equal to “**number of days accrued/number of days in year**”, as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Markets Association (the “**ICMA Rule Book**”), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non US Dollars denominated straight and convertible bonds issued after December 31, 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period in respect of which payment is being made.
 - (e) If “**30/360**” or “**30E/360**” or “**30E/360 (ISDA)**” applies pursuant to Number 2.2.6, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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Day Count Fraction = $\{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)\}$ divided by 360

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is:

- (i) in case of 30/360 and 30E/360, the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; or
- (ii) in case of 30E/360 (ISDA), the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D₁ will be 30; and

“**D₂**” is:

- (i) in case of 30/360, the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; or
- (ii) in case of 30E/360, the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30; or
- (iii) in case of 30E/360 (ISDA), the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Termination Date (*Enddatum*) or (B) such number would be 31, in which case D₂ will be 30.

- (7) “**Calculation Period**” (*Berechnungszeitraum*) means the period from, and including, the Effective Date (*Anfangsdatum*) or a Payment Date (*Zahlungstermin*) to, but excluding, the next following Payment Date or the Termination Date (*Enddatum*). “**Payment Date**” means a day on which a payment actually is to be made after, if necessary, an adjustment was made pursuant to Paragraph (1) above. “**Due Date**” means the scheduled payment date without such an adjustment.

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- (8) The terms and related definitions of DRV Interest Rate Derivative Transactions shall be interpreted in accordance with international market practice for interest rate derivative transactions and shall be given the same meaning as they would have in German law-governed interest rate derivative transactions entered into on the basis of documentation published by Association of German Banks (*Bundesverband deutscher Banken e. V.*).

2.4.1 General terms for DRV Interest Rate Swaps

In the case of DRV Interest Rate Derivative Transactions that are interest rate swaps according to the relevant OTC Trade Novation Report (each a “**DRV Interest Rate Swap**”), the fixed rate payer (*Zahler der Festbeträge*) (if any) shall pay the Fixed Amounts (*Festbeträge*) on the fixed rate payer payment date (*Fälligkeitstag für Festbeträge*) and the relevant floating rate payer (*Zahler der variablen Beträge*) shall pay the Floating Amounts on the floating rate payer payment date (*Fälligkeitstag für variable Beträge*), each such amount being payable in the contractual currency.

In this context, the following general terms to be derived from the OTC Trade Novation Report shall apply:

- (a) Notional amount (*Bezugsbetrag*) as specified in the OTC Trade Novation Report under “**calculation period amount**” (the “**Notional Amount**”), which, in case of variable notional amounts, can be set out in a notional schedule.
- (b) Contractual currency (*Vertragswährung*), which shall be the currency of the Notional Amount.
- (c) Trade Date (*Abschlussdatum*)
- (d) Effective Date (*Anfangsdatum*)
- (e) Termination Date (*Enddatum*)
- (f) If applicable: the Business Day Convention with respect to the Termination Date and any other due date.

2.4.2 Terms for Fixed Rate-Floating Rate DRV Interest Rate Swaps

In addition to the general terms for DRV Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report, shall apply to fixed rate-floating rate DRV Interest Rate Swaps (including OIS):

- (a) Fixed rate payer (*Zahler der Festbeträge*)
- (b) either
 - (i) Fixed Rate (*Festsatz*), which may be a zero coupon (if applicable) and Fixed Rate Day Count Fraction (*Quotient für Festbeträge*); or

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- (ii) in case of IRS other than OIS, fixed amount (which may be a lump sum payable under a zero coupon swap, if applicable); or
 - (iii) in case of fixed rates that may change across the Calculation Periods, a fixed rate payer schedule in which the fixed rates applicable to the relevant Calculation Periods are specified.
- (c) Fixed rate payer payment dates (*Fälligkeitstage für Festbeträge*)
 - (d) Business Day for fixed rate payments
 - (e) Floating rate payer (*Zahler der variablen Beträge*)
 - (f) Base Rate (*Basis-Satz*)
 - (g) Spread (if the Spread is variable it can be set out in a Spread schedule)
 - (h) Floating rate payer payment dates (*Fälligkeitstage für variable Zahlungen*)
 - (i) Floating Rate Day Count Fraction (*Zinstagesquotient für variable Beträge*)
 - (j) Business Day for floating rate payments
 - (k) Compounding (“**straight**”) or Flat Compounding, if applicable
 - (l) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.

2.4.3 Terms for Floating Rate-Floating Rate DRV Interest Rate Swaps

In addition to the general terms for DRV Interest Rate Swaps, the following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report, shall apply to floating rate-floating rate swaps (“**basis**” swaps):

- (a) Floating rate payer 1 (*Zahler der variablen Beträge 1*):
 - (i) Base Rate (*Basis-Satz*)
 - (ii) Spread (if the Spread is variable it can be set out in a Spread schedule)
 - (iii) Floating rate payer Payment Dates (*Fälligkeitstage für variable Zahlungen*)
 - (iv) Floating Rate Day Count Fraction (*Zinstagesquotient für variable Beträge*)
 - (v) Business Day for floating rate payments
 - (vi) Compounding (“**straight**”) or Flat Compounding, if applicable
 - (vii) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.
- (b) Floating rate payer 2 (*Zahler der variablen Beträge 2*):

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- (i) Base Rate (*Basis-Satz*)
- (ii) Spread (if the Spread is variable it can be set out in a Spread schedule)
- (iii) Floating rate payer Payment Dates (*Fälligkeitstage für variable Zahlungen*)
- (iv) Floating Rate Day Count Fraction (*Zinstagesquotient für variable Beträge*)
- (v) Business Day for floating rate payments
- (vi) Compounding (“**straight**”) or Flat Compounding, if applicable
- (vii) if Compounding (“**straight**”) or Flat Compounding is applicable: Compounding Dates.

2.4.4 Terms for DRV Forward Rate-Agreements

The following product-specific terms, which are specified in, or may be derived from, the relevant OTC Trade Novation Report shall apply to forward rate agreements that are DRV Interest Rate Derivative Transactions:

- (a) Notional amount (*Bezugsbetrag*) as specified in the OTC Trade Novation Report under “**calculation period amount**” (the “**Notional Amount**”)
- (b) Contractual currency (*Vertragswährung*), which shall be the currency of the Notional Amount.
- (c) Trade Date (*Abschlussdatum*)
- (d) Effective Date (*Anfangsdatum*)
- (e) Termination Date (*Enddatum*)
- (f) If applicable: the Business Day Convention with respect to the Termination Date and any other due date.
- (g) Payment obligations: On the Due Date for the FRA Amount (*Fälligkeitstag für den FRA-Ausgleichsbetrag*), the payer of the FRA Amount shall pay the FRA Amount (*FRA-Ausgleichsbetrag*) to the other party.
- (h) Provisions relating to the payment of the Floating Amount (the “**FRA Amount**”):

Payer of the FRA Amount: the party specified as floating rate payer (“**Seller**”) if the Base Rate is greater than the Forward Rate;

or

the party specified as fixed rate payer (“**Buyer**”) if the Base Rate is less than the Forward Rate.

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Forward Rate (Terminsatz): the rate, expressed as a decimal, that is specified as fixed rate in the OTC Trade Novation Report (the “**Forward Rate**”).

Base Rate (Basis-Satz)

Spread: none

Due Date for the FRA Amount: the Effective Date (on which the FRA Amount shall be paid in one payment) or the Termination Date, as applicable

Calculation of the FRA Amount: The FRA Amount shall be calculated as a Floating Amount in accordance with Number 2.2.4 Paragraph (1) provided that: (i) the Floating Rate shall be determined pursuant to Number 2.4 Paragraph (5) (b);

and

(ii) in case the Due Date of the FRA Amount is the Effective Date the Floating Amount shall be discounted by dividing it by an amount determined in accordance with the following formula (in case of a Calculation Period not longer than one year):

$$1 + (RM \times D/B)$$

Where:

“**RM**” means the Base Rate for the relevant Calculation Period;

“**D/B**” means the Floating Rate Day Count Fraction.

Floating Rate Day Count Fraction (*Zinstagesquotient für variable Beträge*)

Business Day.

2.5 Interest Rate Derivatives Multilateral Compression

- (1) Eurex Clearing AG may from time to time agree with one or more Clearing Members or FCM Clearing Members on the termination of CCP Transactions and/or Swap Transactions that are OTC Interest Rate Derivative Transactions or Interest Rate Derivative Transactions (as defined in Chapter I Number 1.1.5 of the FCM Regulations) and their subsequent replacement with other CCP Transactions and/or Interest Rate Derivative Transactions, respectively, whose combined notional value is less than that of the terminated CCP Transactions (a “**Interest Rate Derivatives Multilateral Compression**”). Interest Rate Derivatives Multilateral Compression with respect to a Clearing Member may only include CCP Transactions that are Own

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Transactions, regardless of whether the relevant Clearing Member has made an IRS STM Election.

- (2) Interest Rate Derivatives Multilateral Compression takes place by way of novation on the terms of a proposal of TriOptima AB (Accepted Unwind Proposal) and as of the time when TriOptima AB receives the respective clearing confirmation from Eurex Clearing AG (Eurex Clearing Confirmation) (the “**Interest Rate Derivatives Compression Time**”).

2.5.1 Interest Rate Derivatives Compression Run

- (1) The process leading to an Interest Rate Derivatives Multilateral Compression (an “**Interest Rate Derivatives Compression Run**”) is operated by a third party compression services provider appointed by Eurex Clearing AG (an “**Interest Rate Derivatives CSP**”) and carried out on the basis of documentation as agreed between Eurex Clearing AG, the relevant Interest Rate Derivatives CSP and the Clearing Members and FCM Clearing Members participating in the Interest Rate Derivatives Compression Run (the “**Interest Rate Derivatives Compression Documentation**”).
- (2) Participation by a Clearing Member in an Interest Rate Derivatives Compression Run presupposes that the Clearing Member:
 - (a) is a party to the Interest Rate Derivatives Compression Documentation up to and including the Interest Rate Derivatives Compression Time;
 - (b) is eligible to participate in the Interest Rate Derivatives Compression Run according to the requirements determined by Eurex Clearing AG and those set out in the Interest Rate Derivatives Compression Documentation; and
 - (c) has nominated those CCP Transactions which it wishes to make available for Interest Rate Derivatives Multilateral Compression in accordance with the Interest Rate Derivatives Compression Documentation.
- (3) In relation to each Interest Rate Derivatives Compression Run, Eurex Clearing AG will instruct the Interest Rate Derivatives CSP according to the Interest Rate Derivatives Compression Documentation to:
 - (a) notify Clearing Members meeting the criteria under Paragraph (2) of the timing and procedure for the Interest Rate Derivatives Compression Run;
 - (b) produce a statement as to the proposed set of terminating CCP Transactions and the proposed set of resulting CCP Transactions to which each participating Clearing Member is or will become party to (the “**Interest Rate Derivatives Compression Proposal**”); and to
 - (c) communicate such Interest Rate Derivatives Compression Proposal to each participating Clearing Member for acceptance in the manner contemplated in the Interest Rate Derivatives Compression Documentation.

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- (4) Eurex Clearing AG reserves the right to determine in its sole discretion whether CCP Transactions proposed for inclusion in an Interest Rate Derivatives Compression Run may be so included.
- (5) Eurex Clearing AG may disclose details of any CCP Transaction to be included in an Interest Rate Derivatives Compression Run and related information in respect of participating Clearing Members to the Interest Rate Derivatives CSP in order to facilitate the Interest Rate Derivatives Compression Run.
- (6) In order to facilitate the Interest Rate Derivatives Compression Run, Eurex Clearing AG may lock CCP Transactions which are included in an Interest Rate Derivatives Compression Run for such processing as described in Numbers 2.6 to 2.8 (Trade Netting and Accumulation, Transfer of CCP Transactions and Account Transfer and Termination).
- (7) The Interest Rate Derivatives CSP will provide information on termination fees related to an Interest Rate Derivatives Compression Run to Eurex Clearing AG on trade level per Clearing Member. Number 2.1.5.1 Paragraph (3) applies *mutatis mutandis* to such termination fees.

2.5.2 Acceptance of Interest Rate Derivatives Compression Proposal

- (1) Interest Rate Derivatives Multilateral Compression shall take place in accordance with the terms of an Interest Rate Derivatives Compression Proposal which has been accepted by all participating Clearing Members and FCM Clearing Members in the manner and by the time specified in the Interest Rate Derivatives Compression Documentation. The Interest Rate Derivatives CSP's confirmation to Eurex Clearing AG that a Clearing Member has accepted the Interest Rate Derivatives Compression Proposal shall constitute a binding offer by such Clearing Member to Eurex Clearing AG for the novation of CCP Transactions as set out in the Interest Rate Derivatives Compression Proposal.
- (2) Subsequent to a Clearing Member's acceptance of an Interest Rate Derivatives Compression Proposal but prior to the Interest Rate Derivatives Compression Time, Eurex Clearing AG may require the Clearing Member to provide additional Margin in relation to the CCP Transactions that will result from the Interest Rate Derivatives Multilateral Compression. For such purpose, Part 1 Number 1.2.3 Paragraph (1) Clause 9 applies *mutatis mutandis*, provided that instead of Original OTC Transactions and CCP Transactions the proposed set of terminating CCP Transactions and the proposed set of resulting CCP Transactions pursuant to Number 2.5 shall be relevant, and instead of the times indicated in Part 1 Number 1.2.3 Paragraph (1) Clause 9 the times specified by Eurex Clearing AG shall be relevant. Eurex Clearing AG will require such Margin in addition to Margin required pursuant to Chapter I Part 1 Number 3.3, Part 2 Subpart A Number 4.2, Part 3 Subpart A Number 5.3, Part 4 Number 6.2 and this Chapter VIII Part 1 Number 1.2.3 Paragraph (1) Clause 9.

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- (3) The acceptance of an Interest Rate Derivatives Compression Proposal by the participating Clearing Members and, if relevant, FCM Clearing Members shall not bind or require Eurex Clearing AG to carry out the Interest Rate Derivatives Multilateral Compression. At any time prior to the Interest Rate Derivatives Compression Time, Eurex Clearing AG may in its sole discretion decide to reject the Interest Rate Derivatives Compression Proposal and/or to end the Interest Rate Derivatives Compression Run. In particular, Eurex Clearing AG may reject an Interest Rate Derivatives Compression Proposal if:
- (a) a Clearing Member or FCM Clearing Member which has accepted an Interest Rate Derivatives Compression Proposal is not eligible to participate in the Interest Rate Derivatives Compression Run;
 - (b) any CCP Transaction or Swap Transaction included in the Interest Rate Derivatives Compression Proposal as a terminating or resulting transaction is not eligible for Multilateral Interest Rate Derivatives Compression or for inclusion in the Clearing under the Clearing Conditions or, as applicable, the clearing under the FCM Clearing Conditions;
 - (c) any Clearing Member or FCM Clearing Member due to participate in the Interest Rate Derivatives Compression Run rejects the Interest Rate Derivatives Compression Proposal or does not provide the required Eligible Margin Assets;
or
 - (d) the cashflow flat check performed by Eurex Clearing AG yields that the ingoing and outgoing payments in respect of the CCP Transactions resulting from the Interest Rate Derivatives Compression Run would not offset within the applicable tolerance parameters.

2.6 Trade Netting and Accumulation

- (1) Eurex Clearing AG may agree with a Clearing Member or a Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) upon the mutual cancellation (“**netting**”) and the accumulation of CCP Transactions that are OTC Interest Rate Derivative Transactions provided that such CCP Transactions are part of the same Standard Agreement. In this case, the netting and accumulation shall be carried out on the basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member). Such agreement may be terminated by the Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) with the effect on the Business Day following the receipt of the termination notice by Eurex Clearing AG.

If (i) Eurex Clearing AG and a Clearing Member have agreed upon the netting and accumulation of CCP Transactions pursuant to this Number 2.6 and (ii) the relevant Clearing Member holds an OTC Currency Products Clearing License and fulfils the additional requirements set out in Part 4 Number 4.1.3, the netting and accumulation

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shall also be carried out with respect to OTC XCCY Transactions pursuant to Part 4 Number 4.8.

- (2) To the extent that the CCP Transactions that are subject to netting or accumulation pursuant to Number 2.6.1 and 2.6.2 are ~~RC-Related~~ DC-Related Transactions relating to the same ~~Registered Customer and (i) DC With System Access/Basic DC~~ and the corresponding transactions between the Clearing Member and the Registered Customer are CM-RC such DC With System Access/Basic DC are CM-ICM Client Transactions, such netting or accumulation shall simultaneously take place with respect to the ~~corresponding CM-RC~~ CM-ICM Client Transactions between the Clearing Member and such ~~Registered Customer or (ii) DC With System Access/Basic DC. To the extent that the CCP Transactions that are subject to netting or accumulation pursuant to Number 2.6.1 and 2.6.2 are DC-Related Transactions relating to the same DC With System Access/Basic DC and the corresponding transactions between the Clearing Member and the Registered Customer such DC With System Access/Basic DC are Client Clearing CM-RC CM-ICM Client~~ Transactions, the Clearing Member and the ~~Registered Customer DC With System Access/Basic DC~~ are required to agree on a bilateral basis that, as a result of such netting or accumulation, the ~~corresponding~~ Client Clearing ~~CM-RC CM-ICM Client~~ Transactions shall be subject to netting or accumulation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant ~~Registered Customer DC With System Access/Basic DC~~ before initiating any such netting or accumulation.
- (3) To the extent the CCP Transactions that are subject to netting or accumulation pursuant to Number 2.6.1 and 2.6.2 are ~~UDC-Related~~ DC-Related Transactions ~~or SC-Related (other than CCP Transactions relating to an ICM Client) or UDC-Related~~ Transactions, it is a matter of the relevant parties to agree, whether as a result of such netting or accumulation, any ~~corresponding~~ CM-Customer Transactions shall be subject to netting or accumulation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such netting or accumulation.
- (4) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the netting or accumulation instructions were given by the relevant ~~Registered Customer or other~~ Direct Client to the Clearing Member and whether a netting or accumulation of Client ~~Clearing CM-RC~~ Clearing CM-ICM Client Transactions or CM-Customer Transactions is contractually possible or valid.

2.6.1 Inclusion of CCP Transactions in the Netting and Accumulation Process

- (1) All CCP Transactions that are OTC Interest Rate Derivative Transactions are eligible for netting provided that:
- (a) the relevant Interest Rate Trade Criteria are identical; and

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- (b) CCP Transactions booked on a Clearing Member Own Account may not be netted with CCP Transactions booked on a Client Transaction Account and vice versa; and
- (c) CCP Transactions booked on a Client Transaction Account may not be netted with CCP Transactions booked on another Client Transaction Account.

“**Interest Rate Trade Criteria**” means the commercial terms of the relevant CCP Transactions, in particular:

1. With respect to IRS, ZCIS and OIS:

(i) the following basic criteria:

Product type, currency, floating rate or inflation index and rate index tenor, termination date, all future payment dates, current applicable floating rate that has been fixed, fixed rate (except for rate blending), day count convention (for each of the relevant fixed and/or floating rate payment obligations of each party), reset date, business day convention; and

(ii) the following additional criteria, as applicable:

(A) with respect to Interest Rate Stub Periods that have not expired:

stub period start date, stub period length, type of Interest Rate Stub Period, stub index tenors, manually provided first fixed floating rate;

(B) for floating rate swaps that have a schedule structure (including floating rate swaps with a variable notional amount, as applicable):

schedule structure (bullet/schedule), relative change of notional for each payment period (if applicable), future notional/floating rate/spread schedule start date for each forward period, future spread value for each forward period, future coupon rate for each forward period;

(C) for IRS to which Compounding (“**straight**”) or Flat Compounding applies:

Compounding method, compounding spread, compounding frequency;

2. With respect to FRA:

Product type, currency, rate index, rate index tenor, maturity date, payment date, current applicable floating rate, fixed rate (except for rate blending), day count convention, discount method, reset date, business day convention.

- (2) With respect to the eligibility of CCP Transactions that are OTC Interest Rate Derivative Transactions for accumulation, Paragraph (1) (a) to (c) apply *mutatis mutandis*.

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- (3) CCP Transaction will be netted and/or accumulated if the CCP Transactions have been designated for netting and/or accumulation, as the case may be, by the respective Clearing Member or by the respective Basic Clearing Member (or Clearing Agent acting on behalf of the relevant Basic Clearing Member) in the system of Eurex Clearing AG ("**Interest Rate Optional Netting**"). Such designation shall be submitted no later than by 10:00 p.m. (Frankfurt am Main time) on the relevant Business Day.
- (4) Instead of Interest Rate Optional Netting, a Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) may select that all Own Transactions and, in case of a Clearing Member, separately from the Own Transactions, all ~~RC-Related~~~~-DC-Related~~ Transactions booked on the ~~NCM/RC-DC~~ Own Account maintained with respect to a ~~Registered Customer-DC~~ With System Access/Basic DC are netted or accumulated, as the case may be, at the end of each Business Day.

2.6.2 Netting and Accumulation Procedure

- (1) The CCP Transactions selected for netting shall be netted with each other to the maximum extent possible on each netting level. Upon closing of the netting, all CCP Transactions existing before the netting that were netted are cancelled.

The remaining CCP Transactions for which there is no counterposition with which they can be netted may be accumulated and novated to one or more CCP Transaction(s) of the same Product Type with the aggregate notional amount of the accumulated CCP Transactions. The CCP Transactions existing before the accumulation that were accumulated shall be cancelled.

- (2) The CCP Transactions to be accumulated shall be novated to one or more CCP Transaction(s) of the same Product Type with the aggregate notional amount of the accumulated CCP Transactions. The CCP Transactions that were accumulated shall be cancelled.
- (3) If the CCP Transactions subject to netting or accumulation are all ISDA Interest Rate Derivative Transactions only, the remaining CCP Transactions for which there is no counterposition with which they can be netted will be novated to ISDA Interest Rate Derivative Transactions.

If the CCP Transactions subject to netting or accumulation are all DRV Interest Rate Derivative Transactions only, the remaining CCP Transactions for which there is no counterposition with which they can be netted will be novated to DRV Interest Rate Derivative Transactions.

If the CCP Transactions subject to netting or accumulation are both ISDA Interest Rate Derivative Transactions and DRV Interest Rate Derivative Transactions, the remaining CCP Transactions for which there is no counterposition with which they can be netted will be novated to ISDA Interest Rate Derivative Transactions, provided that if in the case of Netting Level 1 and 2 and netting of one ISDA Interest

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Rate Derivative Transaction with one DRV Interest Rate Derivative Transaction the DRV Interest Rate Derivative Transaction has a higher notional amount such remaining CCP transactions will be novated to a DRV Interest Rate Derivate Transaction.

“**Netting Levels**” are rule sets to be selected by each Clearing Member or ~~Registered Customer~~ [DC With System Access \(on behalf of such Clearing Member\)](#) for each Own Account or Customer Account, respectively, defining to which degree Trade Criteria must match, where a higher level improves the netting efficiency by requiring a lower degree of matching Trade Criteria.

- (4) The netting or, if applicable, the accumulation of the CCP Transactions will become effective when the OTC Trade Daily Summary Report, in which such event is included, is made available to the Clearing Members and Basic Clearing Members (or Clearing Agent acting on behalf of the relevant Basic Clearing Member).

2.7 Transfer of CCP Transactions, Account Transfer and Trade Amendment

- (1) A CCP Transaction or a ~~CM-RC~~ [CM-ICM Client](#) Transaction, if applicable, may be transferred in accordance with Paragraphs (3) to (9) and Numbers 2.7.1 and 2.7.2 below, as applicable, or amended in accordance with Number 2.7.3. The transfer of a Swap Transaction is subject to the FCM Regulations, provided that if the requirements for a transfer of a Swap Transaction pursuant to the FCM Regulations are met and a Clearing Member or Basic Clearing Member acts as the transferee (as agreed between the relevant transferor FCM Clearing Member and the transferee Clearing Member or Basic Clearing Member (or the Clearing Agent acting on behalf of such Basic Clearing Member)), a CCP Transaction between Eurex Clearing AG and such Clearing Member or Basic Clearing Member will be created hereunder by way of novation upon economic terms identical to the terms of such Swap Transaction.
- (2) In addition, a ~~Registered Customer may replace its~~ [Clearing Member may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to a New](#) Clearing Member under the Elementary Clearing Model Provisions ~~or,~~ [the Individual Clearing Model Provisions or ISA](#) Provisions in accordance with Chapter I Part 1 Number 8.
- (3) The transfer of a CCP Transaction will be performed against payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 2.1.6). Furthermore, the relevant Clearing Member(s) or Basic Clearing Member(s) (or Clearing Agent(s) acting on behalf of the Basic Clearing Member(s)) or FCM Clearing Member may specify in the system of Eurex Clearing AG an additional amount payable by the relevant other Clearing Member, Basic Clearing Member or FCM Clearing Member in connection with the transfer (in each case, as separately agreed between the relevant transferor and transferee). All amounts payable under this Paragraph (3) will be settled via Eurex Clearing AG.

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- (4) Any novation through which a transfer pursuant to Number 2.7 is to be made shall take effect with respect to the relevant Clearing Members, Basic Clearing Members or ~~Registered Customers~~ ICM Clients under the ICM-ECD involved in the transfer (either as a transferor or as a transferee) when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members or Basic Clearing Members (or Clearing Agents acting on behalf of the Basic Clearing Member) electronically via Eurex Clearing AG's system. The effectiveness of such novation vis-à-vis an FCM Clearing Member involved in such transfer is subject to the FCM Regulations.
- (5) If the CCP Transaction to be transferred is an STM Interest Rate Derivative Transaction and no IRS STM Election is or has been made or no IRS STM Election is permitted with respect to the CCP Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (5) (c), the relevant CCP Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (5) (c) shall be ~~established~~ established as a CTM Interest Rate Derivative Transaction and the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 Paragraph (5) shall not arise with respect to such Transaction.
- (6) Where such transfer or account transfer pursuant to Numbers 2.7.1 or 2.7.2 affects and/or creates ~~(i) a CM-RC or (ii) a corresponding Client Clearing CM-RC Transaction, the relevant Clearing Member is obliged to obtain the required instruction from the relevant Registered Customer before initiating any such transfer or~~ CM-ICM Client Transaction, the relevant Clearing Member is obliged to obtain the required instruction from the relevant ~~Registered Customer~~ ICM Client before initiating any such transfer ~~and the Clearing Member, and the Registered Customer should agree on a bilateral basis that, as a result of such transfer or account transfer, any such corresponding Client Clearing CM-RC Transaction shall be created or be subject to a transfer or cancellation, as the case may be.~~
- (7) To the extent the CCP Transactions that are subject to a transfer or account transfer pursuant to Number 2.7.1 or 2.7.2 are DC-Related Transactions (other than CCP Transactions relating to a CM-ICM Client Transaction) or UDC-Related Transactions ~~or SC-Related Transactions~~, it is a matter of the relevant parties to agree whether, as a result of such transfer or account transfer, any ~~corresponding Client Clearing CM-ICM Client Transactions or CM-Customer Transactions, as applicable,~~ shall be created or be subject to a transfer or cancellation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such transfer.
- (8) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the transfer or account transfer instructions were given by the relevant ~~Registered Customer or other~~ Direct Client to the Clearing Member.
- ~~(9) The provisions of Paragraphs (7) and (8) above shall apply mutatis mutandis to any transactions of a Registered Customer with its customers.~~

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~~(10) If the RC-Related Transaction in respect of the relevant Registered Customer is subject to a Clearing under the Elementary Clearing Model Provisions, the provisions of this Number 2.7 on the conclusion or creation of a CM-RC Transaction between the Clearing Member and the Registered Customer are subject to Chapter I Part 2 Subpart A Number 2.1.~~

2.7.1 Transfer of a CCP Transaction to another Clearing Member, Basic Clearing Member or FCM Clearing Member (Trade Transfer)

- (1) Upon request of a Clearing Member or Basic Clearing Member (or the Clearing Agent acting on behalf of the Basic Clearing Member) or a ~~Registered Customer~~ [DC With System Access \(on behalf of the Clearing Member\)](#) entered into the system of Eurex Clearing AG, a CCP Transaction may be transferred from a Clearing Member or Basic Clearing Member to another Clearing Member or Basic Clearing Member holding the required Interest Rate Derivatives Clearing License. ~~If the CCP Transaction to be transferred is an RC-Related Transaction, the corresponding CM-RC-~~ [The CM-ICM Client](#) Transaction, if ~~applicable~~ [any](#), will be transferred simultaneously. ~~In the case of any Client Clearing CM-RC Transactions or UDC-Related Transactions or SC-Related Transactions,~~ Number 2.7 Paragraphs (6) and (7) apply.
- (2) Any transfer or partial transfer of a CCP Transaction and, if applicable, the ~~corresponding CM-RC-~~ [CM-ICM Client](#) Transaction provided for in this Number 2.7.1 Paragraphs (1) and (2) may be effected pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (5) (a) – (c) or (5) (e) and (f), as applicable.
- (3) A Clearing Member or a Basic Clearing Member may with the consent of Eurex Clearing AG also transfer an OTC Interest Rate Derivative Transaction concluded with Eurex Clearing AG (for the purposes of this Number 2.7.1 Paragraph (3) an **“Original Transaction”**) to an FCM Clearing Member upon a prior agreement with such FCM Clearing Member. Any transfer of an Original Transaction shall occur by way of novation as follows:
 - (a) a Swap Transaction between the FCM Clearing Member and Eurex Clearing AG shall be established by way of novation on terms identical to such Original Transaction, subject to and in accordance with the FCM Regulations; and
 - (b) the parties to the relevant Original Transaction shall be released from their obligations to each other under such Original Transaction (except that any outstanding obligations relating to payments and deliveries that have become due, but have not been discharged on or before the date of novation shall continue to exist under the contractual provisions of the Original Transaction).

If the CCP Transaction to be transferred to an FCM Clearing Member is ~~an RC-Related Transaction, Client Clearing CM-RC Transaction, UDC-Related Transaction or SC-Related~~ [a DC-Related Transaction \(other than a CCP Transaction relating to a CM-ICM Client Transaction\) or UDC-Related](#) Transaction, the relevant Clearing Member is obliged to obtain the required instruction from the relevant client before

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initiating any such transfer and the Clearing Member should agree on a bilateral basis that, as a result of such transfer, any such corresponding transaction shall be subject to a cancellation.

2.7.2 Account Management or Account Transfers

- (1) Clearing Members and Basic Clearing Members (or a Clearing Agent acting on behalf of the relevant Basic Clearing Member) may book CCP Transactions to or from any of their transaction accounts in accordance with this Number 2.7.2. Any booking will take place either (i) by way of an account booking within the same Standard Agreement together with, if applicable, a transfer of the ~~CM-RC~~ CM-ICM Client Transaction, if applicable, to another ~~Registered Customer~~ DC With System Access/Basic DC of the relevant Clearing Member by way of novation pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (5) (d) or (ii) by way of a transfer to another Standard Agreement by way of novation pursuant to Chapter I Part 1 Number 1.2.2 Paragraph (5) (a) – (c).
- (2) Such bookings may also be made with respect to part of a CCP Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire CCP Transaction and ~~corresponding CM-RC~~ CM-ICM Client Transaction may be booked in accordance with Paragraph 1.

2.7.2.1 Account Management in case of Own Transactions, ~~UDC-Related~~ DC-Related Transactions and ~~SC-Related~~ UDC-Related Transactions

Upon request of a Clearing Member, Eurex Clearing AG may book (a) an Own Transaction from its Clearing Member Own Account pursuant to Chapter I Part 1 Number 4.2.1 Paragraph (1) to a NOSA ~~Direct Client~~ UDC Account, ~~SC-DC~~ Own Account or Indirect Client Account relating to an Indirect Client of ~~a Specified Client~~ an DC with System Access/Basic DC or Undisclosed Direct Client pursuant to Chapter I Part 1 Number 4.2.1 (thereby becoming a DC-Related Transaction or UDC-Related Transaction or ~~SC-Related Transaction~~) or (b) a DC-Related Transaction or UDC-Related Transaction or ~~SC-Related Transaction~~ from a NOSA ~~Direct Client~~ UDC Account, ~~SC-DC~~ Own Account or Indirect Client Account relating to an Indirect Client of a ~~Specified~~ DC with System Access/Basic Client or Undisclosed Direct Client pursuant to Chapter I Part 1 Number 4.2.1 to its Clearing Member Own Account pursuant to Chapter I Part 1 Number 4.2.1 (thereby becoming an Own Transaction).

2.7.2.2 Account Transfer in case of a ~~Registered Customer~~ DC With System Access

- (1) Upon request of a Clearing Member or a ~~Registered Customer~~ DC With System Access and subject to the consent of the Clearing Member, Eurex Clearing AG may book an account position relating to a CCP Transaction that is ~~an RC-Related~~ a DC-Related Transaction from a Transaction Account relating to the relevant ~~Registered Customer~~ DC With System Access to a Transaction Account relating to another ~~Registered Customer~~ DC With System Access/Basic DC of the same Clearing Member.

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- (2) To the extent the request is not entered into Eurex Clearing AG's system by ~~a~~ the relevant Registered Customer DC With System Access, the Clearing Member will be responsible for obtaining the relevant instruction from such ~~Registered Customer DC With System Access~~ separately.

2.7.3 Trade Amendment

A Clearing Member, Basic Clearing Member (or a Clearing Agent acting on behalf of the relevant Basic Clearing Member) or a ~~Registered Customer DC With System Access~~ may, by means of an entry in Eurex Clearing AG's system, split CCP Transactions or ~~CM-RC-CM-ICM Client~~ Transactions, if applicable, and assign new customer references to the new Transactions resulting from the trade split provided that such new Transactions are booked in the same account as the Transaction that existed before the trade split was made. As a result, new CCP Transactions or ~~CM-RC-CM-ICM Client~~ Transactions, if applicable, will be created the aggregate nominal amount of which is equal to the nominal amount of the CCP Transaction or the ~~CM-RC-CM-ICM Client~~ Transaction, if applicable, that was split.

2.8 Early Termination

- (1) A CCP Transaction or a ~~CM-RC-CM-ICM Client~~ Transaction, if applicable, that is an OTC Interest Rate Derivative Transaction may be early terminated in accordance with Paragraphs (2) to (8) and Numbers 2.8.1 to 2.8.2 below, as applicable.
- (2) A Clearing Member or Basic Clearing Member (or a Clearing Agent acting on behalf of the relevant Basic Clearing Member) may, with the consent of Eurex Clearing AG, terminate a CCP Transaction or, in case of a Clearing Member, convert ~~an RC-Related~~ a DC-Related Transaction into an Own Transaction of the Clearing Member in accordance with this Number 2.8.
- (3) Any early termination pursuant to this Number 2.8 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members or Basic Clearing Members (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member) via Eurex Clearing AG's system.
- (4) Without prejudice to the early termination provisions set out in this Number 2.8 and any termination rights a Clearing Member or Basic Clearing Member may have pursuant to Chapter I, Clearing Members or Basic Clearing Members have no right to exercise any early termination option under any CCP Transaction and no mandatory early termination shall apply to a CCP Transaction. This paragraph shall not restrict the parties to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of CCP Transactions and/or ~~CM-RC-CM-ICM Client~~ Transactions.
- (5) Any early termination of a ~~CM-RC-CM-ICM Client~~ Transaction shall be in accordance with any agreement between the Clearing Member and the ~~Registered Customer~~ relevant ICM Client.

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- (6) To the extent the CCP Transactions that are subject to an early termination pursuant to this Number 2.8 are ~~UDC-Related~~ DC-Related Transactions ~~or SC-Related (other than CCP Transactions relating to an CM-ICM Client Transaction)~~ or UDC-Related Transactions, it is the responsibility of the relevant parties to agree on a bilateral basis that, as a result of such early termination, any ~~corresponding Client Clearing CM-ICM Client Transaction or~~ CM-Customer Transaction shall be early terminated.
- (7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the termination instructions were given by the relevant ~~Registered Customer or other~~ Direct Client to the Clearing Member.

~~(8) The provisions of Paragraphs (6) and (7) above shall apply mutatis mutandis to any transactions of a Registered Customer with its customers.~~

2.8.1 Conversion of ~~RC-Related~~ DC-Related Transactions into Own Transactions and Termination of the ~~corresponding CM-RC~~ CM-ICM Client Transaction

- (1) A Clearing Member may convert ~~an RC-Related~~ a DC-Related Transaction into an Own Transaction of the Clearing Member. Upon such conversion (which shall also constitute a termination notice of the ~~CM-RC~~ CM-ICM Client Transaction, if any), the ~~corresponding CM-RC~~ CM-ICM Client Transaction, if any, will terminate simultaneously. Such conversion may also be effected with respect to part of ~~an RC-Related~~ a DC With System Access/Other DC-Related Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire ~~RC-Related~~ DC-Related Transaction may be converted, and only the entire ~~corresponding CM-RC~~ CM-ICM Client Transaction may be terminated. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.
- (2) A CCP Transaction converted into an Own Transaction pursuant to Paragraph (1) will be credited to the Clearing Member Own Account. If the terminated ~~RC-Related~~ DC-Related Transaction was subject to the Individual Clearing Model Provisions, the relevant CCP Transaction will, ~~upon termination of the CM-RC Transaction,~~ become part of the Proprietary Standard Agreement between Eurex Clearing AG and the relevant Clearing Member (if the ICM-ECD Provisions apply, only upon termination of the CM-ICM Client Transactions). Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.
- (3) The provisions relating to the termination or close-out as a result of a default of the ~~Registered Customer~~ DC With System Access/Basic DC or a default under the Corresponding Standard Agreement between the Clearing Member and the ~~Registered Customer~~ DC With System Access/Basic DC set out in Chapter I shall not be affected by the provisions of this Number 2.8.1.

2.8.2 Termination of Own Transactions, ~~UDC-Related Transactions, SC-Related~~ DC-Related Transactions and ~~RC-Related~~ UDC-Related Transactions

A CCP Transaction constituting an Own Transaction, a ~~UDC-Related Transaction, SC-Related~~ DC-Related Transaction or ~~RC-Related~~ a UDC-Related Transaction of the

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Clearing Member may only be terminated (i) together with (x) a CCP Transaction between Eurex Clearing AG and another Clearing Member that was concluded as an Own Transaction, ~~UDC-Related Transaction, SC-Related~~ a DC-Related Transaction or ~~RC-Related~~ an UDC-Related Transaction of such Clearing Member and which has corresponding terms or (y) a Swap Transaction between Eurex Clearing AG and an FCM Clearing Member that was concluded as an Own Transaction or an FCM Client Transaction (each as defined in the FCM Regulations) of such FCM Clearing Member and which has corresponding terms, (ii) against the payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 2.1.5) and (iii) provided that:

- (a) Eurex Clearing AG and both Clearing Members or the Clearing Member and the FCM Clearing Member (as applicable) have given their consent to such termination;
- (b) both Clearing Members or the Clearing Member and the FCM Clearing Member (as applicable) were a party to the Original OTC Transaction; and
- (c) the CCP Transaction(s) created upon novation of the Original OTC Transaction were not subject to (i) any netting or accumulation pursuant to Number 2.6 or (ii) a transfer or trade amendment pursuant to Number 2.7 or (iii) a termination of a ~~corresponding CM-RC~~ CM-ICM Client Transaction, if applicable, pursuant to Number 2.8.1 and, in case a Swap Transaction (as defined in the FCM Regulations) had been created upon novation of the Original OTC Transaction, such Swap Transaction was not subject to any netting, accumulation, transfer or trade amendment pursuant to Chapter II Number 2.6 to 2.8 of the FCM Regulations.

If both Clearing Members or the Clearing Member and the FCM Clearing Member (as applicable) have given their consent to the termination request in accordance with Number 2.8.2 lit. (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

A termination pursuant to this Number 2.8.2 may also be effected with respect to part of a CCP Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire CCP Transaction may be terminated.

All amounts payable under this Number 2.8.2 will be settled via Eurex Clearing AG.

2.9 Novation, netting, accumulation and termination of ~~CM-RC~~ CM-ICM Client Transactions

- (1) The ~~Registered Customer~~ ICM Client under ICM-ECD Provisions agrees that, upon netting or accumulation of ~~an RC-Related~~ a DC-Related Transaction pursuant to Number 2.6 or a transfer of ~~an RC-Related~~ a DC-Related Transaction pursuant to Number 2.7 or a termination of ~~an RC-Related~~ a DC-Related Transaction due to a novation criterion not being fulfilled pursuant to Part 1 Number 1.2.3 Paragraph (2) or any termination of ~~an RC-Related~~ a DC-Related Transaction pursuant to Number 2.8, the ~~corresponding CM-RC~~ CM-ICM Client Transaction shall, without further notice to, or consent by, ~~the Registered Customer~~ such ICM Client,

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simultaneously be novated, netted, accumulated, transferred or terminated, as applicable.

- (2) The Clearing Member agrees that it will initiate any such novation, netting, accumulation, transfer or termination only upon prior instruction by the ~~Registered Customer~~ ICM Client under ICM-ECD Provisions.
- (3) The Clearing Member and the ~~Registered Customer~~ ICM Client under the ICM-ECD Provisions should check and verify without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct novation, netting, accumulation or transfer of Transactions pursuant to Numbers 2.6 and 2.7 or termination of Transactions pursuant to Part 1 Number 1.2.3 Paragraph (2) or Number 2.8 and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Number 4.6 of the General Clearing Provisions.
- (4) Without prejudice to its obligations in respect of the relevant CCP Transaction, Eurex Clearing AG does not assume any liability vis-à-vis the Clearing Member or the ~~Registered Customer if the corresponding CM-RC~~ ICM Client under the ICM-ECD Provisions if the CM-ICM Client Transaction between the Clearing Member and ~~the Registered Customer such ICM Client that is~~ novated, netted, accumulated or transferred or its termination, in each case pursuant to Paragraph (1), is not correct or if the novation, netting, accumulation or termination has not been initiated by ~~the Registered Customer~~ such ICM Client.

2.10 **Novation, netting, accumulation and termination of Client Clearing ~~CM-RC~~ CM-ICM Client Transactions**

- (1) The Clearing Member agrees that it will initiate any novation, netting, accumulation, or transfer of Transactions pursuant to Numbers 2.6 and 2.7 or termination of Transactions pursuant to Part 1 Number 1.2.3 Paragraph (2) or Number 2.8 only upon prior instruction by the ~~Registered Customer~~ ICM Client under ICM-CCD Provisions.
- (2) The Clearing Member and the ~~Registered Customer~~ ICM Client under ICM-CCD Provisions should check and verify without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct novation, netting, accumulation or transfer of Transactions pursuant to Numbers 2.6 and 2.7 or termination of Transactions pursuant to Part 1 Number 1.2.3 Paragraph (2) or Number 2.8 and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Number 4.6 of the General Clearing Provisions.
- (3) Without prejudice to its obligations in respect of the relevant CCP Transaction, Eurex Clearing AG does not assume any liability vis-à-vis the Clearing Member or ~~the Registered Customer if the corresponding CM-RC~~ ICM Client under ICM-CCD Provisions if the Client Clearing CM-ICM Client Transaction between the Clearing Member and ~~the Registered Customer~~ such ICM Client that is novated, netted,

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accumulated or transferred or its termination, in each case pursuant to Paragraph (1), is not correct or [if the novation, netting, accumulation, termination or transfer](#) has not been initiated by ~~the Registered Customer~~ [such ICM Client](#).

2.11 Use of Data provided by Eurex Clearing AG

~~A~~ [Each of a](#) Clearing Member, ~~Registered Customer~~ [\(who shall also procure that their DCs With System Access/Basic DC that are not ICM Clients consent to\)](#), ICM Client or Basic-Clearing-Member (or the Clearing Agent acting on behalf of the relevant Basic Clearing Member) ~~may~~ [consents](#) not [to](#) use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of fulfilling its own obligations vis-à-vis its customers relating to corresponding OTC interest rate derivative transactions or in order to comply with an obligation vis-à-vis a competent regulatory authority.

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Part 3 Clearing of OTC FX Transactions

3.1 General Provisions

3.1.1 Applicable General Provisions

The general provisions of Part 1 apply to all foreign exchange spot transactions traded over-the-counter ("**OTC FX Spot Transactions**"), all foreign exchange swap transactions traded over-the-counter ("**OTC FX Swaps**") and all foreign exchange forward transactions traded over-the-counter ("**OTC FX Forwards**" together with the OTC FX Spot Transactions and the OTC FX Swaps, "**OTC FX Transactions**"), each to be cleared by Eurex Clearing AG, except where deviating or supplementary provisions for OTC FX Transactions are set out in this Part 3.

3.1.2 Determination of Transactions to be included in the Clearing

- (1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 3.1.5.1 below, Eurex Clearing AG determines the OTC FX Transactions to be included in the Clearing of Eurex Clearing AG.
- (2) Where a trade record transmitted via an ATS containing an OTC FX Transaction recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Number 3.2 below, such as e.g. optional or mandatory early termination provisions, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to a CCP Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

3.1.3 OTC Currency Products Clearing License

The OTC Clearing License granted for the Clearing of OTC FX Transactions and OTC XCCY Transactions (as defined in Part 4 Number 4.1.1) (the "**OTC Currency Products Clearing License**") entitles the relevant Direct Clearing Member to clear under the Elementary Clearing Model Provisions (i) OTC FX Transactions that are Own Transactions and (ii) subject to Part 4 Number 4.1.3, OTC XCCY Transactions that are Own Transactions. The general requirements for obtaining a Clearing License set out in Chapter I Part 1 shall apply subject to the provisions set out in this Chapter VIII. In addition, the applicant applying for an OTC Currency Products Clearing License shall meet the following requirements:

- (1) The applicant is (i) an institution within the meaning of Article 2 lit. (b) of the Settlement Finality Directive and has provided evidence thereof in a form satisfactory to Eurex Clearing AG and (ii) a participant in an ATS designated by Eurex Clearing AG on its website (www.eurexclearing.com) in respect of OTC FX Transactions.

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- (2) The applicant can make payments to and receive payments from Eurex Clearing AG in the currencies of the Currency Pairs (as defined in Number 3.1.5.1 Paragraph (2)) through the **CLS CCP Service**.

“**CLS CCP Service**” means the settlement system operated by US-based CLS Bank International (“**CLS Bank**”) for central counterparties to facilitate the settlement of and to mitigate the settlement risk associated with cleared foreign exchange and cross currency products which the central counterparties clear for their clearing members.

- (3) The applicant provides a confirmation that a license agreement is concluded between the applicant and Swaps Monitor Publications, Inc., New York for the usage of data to determine the relevant Business Day.
- (4) In addition to the cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) the applicant maintains at all times at least one account with a CLS nostro bank for each of the currencies of the Currency Pairs (each such bank a “**CLS Nostro Bank**”) regardless of whether or not the applicant actually enters into OTC Currency Transactions in the relevant Currency Pair (the “**Currency Products Cash Accounts**” and each a “**Currency Products Cash Account**”). Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) (ff)(i) shall apply *mutatis mutandis* to the CLS Nostro Bank. The applicant is allowed to nominate one (but not more than one) CLS Nostro Bank for each of the currencies of the Currency Pairs at any given point in time with respect to the Clearing of OTC Currency Transactions pursuant to this Part 3 and Part 4.
- (5) The applicant provides evidence that each Currency Products Cash Account is established with a CLS Nostro Bank which has been recognised and approved by Eurex Clearing AG (such recognition and approval is subject to, *inter alia*, the successful participation in the Testing and Trialling by all the applicant’s CLS Nostro Banks). At the time the applicant enters into a Clearing Agreement, it represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that it has entered into the necessary contractual arrangements in order to ensure that its CLS Nostro Banks will provide any Relevant Bank Information to Eurex Clearing AG upon reasonable request and in a timely manner.

“**Relevant Bank Information**” means any relevant information in relation to the CLS Nostro Bank which Eurex Clearing may reasonably request from such CLS Nostro Bank in order to carry out its ongoing assessment of such CLS Nostro Bank in connection with the Clearing of OTC Currency Transactions, in particular, information in relation to the creditworthiness of the CLS Nostro Bank, the ability of the CLS Nostro Bank to participate in the SWIFT network and to operate SWIFT messages to pay and receive funds in the CLS CCP Service, the CLS Nostro Bank’s participation in the regular CLS Bank settlement cycles and its reliability to fulfil payments through the CLS CCP Service by 8:00 a.m. (Frankfurt am Main time) as well as the operational reliability and holiday coverage.

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- (6) The applicant has entered into an agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 13 (the “**FX Swap Line Agreement**”).

3.1.4 CTM FX Transactions and STM FX Transactions

- (1) A Clearing Member may, by way of an FX STM Election, elect that all (but not some only) of its STM Eligible FX Transactions shall be cleared as STM FX Transactions. In the case of Existing STM Eligible FX Transactions, the CTM FX Transactions shall be established as STM FX Transactions on the FX STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible FX Transactions, the OTC FX Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM FX Transactions upon such novation pursuant to Paragraph (3) below.
- (2) If an FX STM Election is made, all Existing STM Eligible FX Transactions shall be amended on the FX STM Effective Date as follows:
- (a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 3.2.1 Paragraph (4) shall arise under the relevant STM FX Transaction; and
 - (b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible FX Transaction and with respect to which a Redelivery Claim exists immediately prior to the FX STM Effective Date shall be rededicated as FX STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM FX Transaction as of the Business Day immediately preceding the FX STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible FX Transaction shall expire.
- (3) If an FX STM Election is made, the relevant Original STM Eligible FX Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the FX STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 3.2.1 Paragraph (4) shall arise under the relevant STM FX Transaction.
- (4) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 3.2.1 Paragraph (4) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM FX Transaction.

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- (5) For the purposes of this Chapter VIII,
- (a) **“CTM FX Transaction”** means an OTC FX Transaction in respect of which the Variation Margin Requirement and FX PAI as set out in Number 3.1.7 Paragraphs (2) and (3) apply.
 - (b) **“Existing STM Eligible FX Transaction”** means a CTM FX Transaction that is an Own Transaction and was created as a CTM FX Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the FX STM Election.
 - (c) **“Original STM Eligible FX Transaction”** means, an Own Transaction that is an OTC FX Transaction and is created by way of novation pursuant to Part 1 Number 1.2.1.
 - (d) **“FX STM Effective Date”** means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the FX STM Election.
 - (e) **“FX STM Election”** means the election by the Clearing Member that all (but not some only) of its Own Transactions which are OTC FX Transactions shall be Settled-to-Market.
 - (f) **“STM Eligible FX Transactions”** means, with respect to a Clearing Member, all of its (i) Existing STM Eligible FX Transactions and (ii) Original STM Eligible FX Transactions.

3.1.5 Novation Criteria and Process Regarding OTC FX Transactions

With regard to the novation of OTC FX Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

3.1.5.1 Transaction Type Specific Novation Criteria

The following Transaction Type specific novation criteria must be fulfilled for OTC FX Transactions (based on the trade record transmitted to Eurex Clearing AG via the relevant ATS):

(1) Categories of OTC FX Transactions

The OTC FX Transactions must be either (i) an OTC FX Spot Transaction, (ii) an OTC FX Forward or (iii) an OTC FX Swap.

(2) Currency pairs

The currency pair (**“Currency Pair”**) must be either (i) EUR/USD or (ii) GBP/USD.

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(3) Payment types

The payments to be made by the parties with respect to the relevant OTC FX Transaction are defined at the conclusion of the contract as are the fees and other payments, if applicable. In case of a termination, fees are settled one day after the termination date. In case of maturity, fees are settled on the maturity date.

(4) Maximum remaining term

The remaining term of an OTC FX Transaction from the date of novation to the termination date must be (i) in case of an OTC FX Spot Transaction, no more than 2 Business Days, (ii) in case of an OTC FX Forward no more than 2 years and (iii) in case of an OTC FX Swap, no more than 2 years for the far leg; as regards the remaining term of the near leg there must be a period of at least 1 Business Day between the near leg and the far leg of the relevant OTC FX Swap. The termination date and a Business Day for the Currency Pair EUR/USD, must be a TARGET Settlement Day, a CLS Settlement Day and a New York Banking Day and, for the Currency Pair GBP/USD, a TARGET Settlement Day, a CLS Settlement Day, a London Banking Day and a New York Banking Day.

“**CLS Settlement Day**” means a day on which the CLS CCP Service is open.

(5) Minimum remaining term

The minimum period of an OTC FX Transaction between the date of novation and the termination date must be at least one Business Day which for the Currency Pair EUR/USD, must be a TARGET Settlement Day, a CLS Settlement Day and a New York Banking Day and, for the Currency Pair GBP/USD, a TARGET Settlement Day, a CLS Settlement Day, a London Banking Day and a New York Banking Day.

(6) Notional amount

Any notional amount under an OTC FX Transaction (in the case of OTC FX Swaps, in respect of each leg) denominated in EUR, USD or GBP must be at least 0.01.

(7) Business Days

For purposes of defining the applicable Business Day, details of the relevant financial/business centre(s) or terms, which must be TARGET (EUTA), New York (USNY) and London (GBLO), must be provided.

(8) Start date

OTC FX Transactions may not start in the past (backloading).

(9) Break Clauses

Break clauses (*Kündigungsrechte*) are not eligible for OTC FX Transactions. If Original OTC Transactions containing break clauses are submitted to Eurex Clearing AG for clearing, such break clauses will not be recognised in course of the novation.

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3.1.5.2 Documentation of Original OTC Transactions

Irrespective of the documentation of the Original OTC Transaction, the terms set out in Number 3.2 below shall apply to all CCP Transactions that are OTC FX Transactions which are based on Original OTC Transactions submitted via the relevant ATS.

3.1.6 Daily Evaluation Price

Eurex Clearing AG determines the daily evaluation price on the basis of the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider as of the day of the determination of the daily evaluation price.

3.1.7 Margin Requirements

The basic provisions for the margin requirements are set forth in Chapter I Part 1 Number 3 together with Chapter I Part 2 Subpart A Numbers 4 and 5, Subpart B Numbers 5 and 6 and Subpart C Numbers 6 and 7, Chapter I Part 3 Subpart A Numbers 5 and 6 and Chapter I Part 4 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

- (1) The applicable Margin Type with respect to CTM FX Transactions shall be Initial Margin, Variation Margin and Settlement Compensation Margin (as defined in Paragraph (5) below) provided that Variation Margin shall be provided in USD cash amounts only. The applicable Margin Type with respect to STM FX Transactions shall be Initial Margin and Settlement Compensation Margin.
- (2) The Variation Margin Requirement and/or any Redelivery Amount (each as defined in Chapter I Part 2 Sub-part A Number 5), as the case may be, for CCP Transactions that are OTC FX Transactions and CTM FX Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (as set out in Number 3.1.6) as follows: For each outstanding CCP Transaction concluded prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the CCP Transaction on the relevant Business Day and the previous Business Day. For CCP Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The Variation Margin Requirement and/or any Redelivery Amount shall be calculated in USD with respect to each CTM FX Transaction in accordance with the following formula:

$$\begin{aligned}
 VM_{\S}(t) &= NPV_{\S}(t) - NPV_{\S}(t-1) + CF_{\S}(t) - CF_{\S}(t+1) + CF_{\text{€},\text{€}}(t) \cdot FX(t-1) - CF_{\text{€},\text{€}}(t+1) \cdot FX(t)
 \end{aligned}$$

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where:

$FX(t)$ denotes the FX spot rate at time t for EUR/USD or GBP/USD;

$CF(t)$ denotes trade related cash flows in the respective currency at time t ; and

$NPV(t)$ denotes the net present value of the trade at time t .

- (3) In addition to Variation Margin, Eurex Clearing AG shall charge to the Clearing Member interest (the so-called price alignment interest (“**FX PAI**”)) on the cumulative Variation Margin at the applicable overnight interest rate. FX PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin over the lifetime of the FX portfolio. The cumulative Variation Margin of the previous Business Day corresponds to the value of the FX portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member’s perspective, the value of the FX portfolio is positive, Eurex Clearing AG will charge FX PAI to the Clearing Member. If the overnight interest rates are positive and from a Clearing Member’s perspective, the value of the FX portfolio is negative, Eurex Clearing AG will credit FX PAI to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG (i) will credit FX PAI to the Clearing Member if, from a Clearing Member’s perspective, the value of the FX portfolio is positive and (ii) will charge FX PAI to the Clearing Member if, from a Clearing Member’s perspective, the value of the FX portfolio is negative.

FX PAI shall be calculated and payable on each Business Day with respect to each CTM FX Transaction in accordance with the following formula:

$$FX\ PAI(T) = -MtM_exCF(T - 1) * ONR(T - 1, T) * YF(T, T + 1)$$

where:

“ $MtM_exCF(T - 1) = MtM(T - 1) - CF(T)$ ” is the present value of the previous Business Day excluding today’s trade related cash flows;

“ $ONR(T - 1, T)$ ” is the overnight rate valid from the previous Business Day to today; and

“ $YF(T, T + 1)$ ” the year fraction from today to the next Business Day.

- (4) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 Paragraph (1) (a) Sentence 1 and Chapter I Part 1 Number 1.3.1 Paragraph (2) (a) (aa) apply.
- (5) Eurex Clearing AG shall be entitled to demand at any time during a Business Day from a Clearing Member margin in the form of Eligible Margin Assets in an amount determined by Eurex Clearing AG to be adequate to compensate Eurex Clearing AG for any costs and/or expenses which it may incur in connection with the entering into and performance of its obligations under the Step-in Process or the Roll-Over as set out in Number 3.3 below (the “**Settlement Compensation Margin**”). Eurex Clearing

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AG may demand the provision of the Settlement Compensation Margin up to (*i.e.* not earlier than) 15 Business Days prior to the day on which the payment of the Clearing Member under the relevant Transaction with respect to the Relevant FX Payment is due. Any Settlement Compensation Margin requested by Eurex Clearing AG with respect to a Standard Agreement will increase the margin requirement for that Standard Agreement. Settlement Compensation Margin shall be provided by the Clearing Member in accordance with the rules in the Elementary Clearing Model Provisions applicable with respect to the provision of Margin for the relevant Standard Agreement for which Eurex Clearing has requested the Settlement Compensation Margin.

- (6) Any payments in respect of Variation Margin, FX PAI and trade related fees to be made by the Clearing Member to Eurex Clearing AG shall be made on a net basis and directly to the relevant CLS Central Bank Account through the CLS CCP Service. Where in this Part 3 a payment is specified to be made on a net basis, this shall relate to any payment made through the CLS CPP Service pursuant to this Part 3 and Part 4 which is also specified to be made on a net basis.

Any payments in respect of Variation Margin and FX PAI to be made by Eurex Clearing AG to the Clearing Member shall be made on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

“**CLS Central Bank Accounts**” means the accounts (i) which CLS Bank maintains with each of the central banks controlling one of the currencies of the relevant Currency Pair and which (ii) Eurex Clearing AG designates for payments directly and indirectly related to the settlement of OTC Currency Transactions and each such account a “**CLS Central Bank Account**”.

3.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6.

3.2 Product-related terms for OTC FX Transactions

The following product-related terms shall apply to OTC FX Transactions.

3.2.1 Payment obligations

- (1) The relevant Clearing Member and Eurex Clearing AG shall pay the amounts payable under and in accordance with the terms of the relevant CCP Transaction as specified in the relevant OTC Trade Novation Report on the basis of the trade record submitted via the relevant ATS and which are as follows:
- (a) subject to Number 3.3.3.2, with respect to OTC FX Spot Transactions, one party shall pay to the other party on the relevant Settlement Date the Currency A Amount against the payment of a corresponding amount in the

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other currency of the Currency Pair at the applicable FX rate as specified in the relevant OTC Trade Novation Report;

“Currency A Amount” means an amount in one currency of the relevant Currency Pair.

“Settlement Date” means any date agreed between the relevant Clearing Member and Eurex Clearing AG with respect to the relevant OTC Currency Transaction subject in each case to the provisions of Number 3.1.5.1 Paragraphs (4) and (5) and Number 4.1.5.1 Paragraphs (4) and (5), as the case may be.

- (b) subject to Number 3.3.3.2, with respect to OTC FX Forwards, one party shall pay to the other party on the relevant Settlement Date the Currency A Amount against the payment of a corresponding amount in the other currency of the Currency Pair at the applicable FX rate as specified in the relevant OTC Trade Novation Report;
- (c) subject to Number 3.3.3.2, with respect to OTC FX Swaps, (i) under the near leg of the relevant OTC FX Swap one party (**“OTC FX Party A”**) shall pay to the other party (**“OTC FX Party B”**) on the relevant Settlement Date for the near leg the Currency A Amount against the payment by OTC FX Party B of a corresponding amount in Currency B at the applicable FX rate for the near leg as specified in the relevant OTC Trade Novation Report and (ii) under the far leg of the relevant OTC FX Swap OTC FX Party B shall pay OTC FX Party A on the relevant Settlement Date for the far leg the Currency A Amount against the payment by OTC FX Party A of a corresponding amount in Currency B at the applicable FX rate for the far leg as specified in the relevant OTC Trade Novation Report; both the near leg and the far leg of the OTC FX Swap are entered into simultaneously;

“Currency B” means the respective other currency of the relevant Currency Pair (as opposed to the currency of the Currency A Amount); and

- (d) if
- (x) the Clearing Member USD OTC Currency Transactions Payment Obligations are in excess of the applicable USD Maximum Amount with respect to the Clearing Member and a Settlement Date (such excess amount, which is denominated in USD, the **“USD Prefunding Amount”**), or
- (y) the Clearing Member GBP OTC Currency Transactions Payment Obligations are in excess of the applicable GBP Maximum Amount with respect to the Clearing Member and a Settlement Date (such excess amount, which is denominated in GBP, the **“GBP Prefunding Amount”** and each the GBP Prefunding Amount and the USD Prefunding Amount, a **“Prefunding Amount”**),

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then the Clearing Member shall pay to Eurex Clearing AG as cover for the payment of the Clearing Member OTC Currency Transactions Payment Obligations (i) the portion of the relevant Prefunding Amount that relates to the relevant Clearing Member OTC Currency Transactions Payment Obligations settling on the second following Business Day (if any), two Business Days prior to the relevant Settlement Date and (ii) to the extent not accounted for under (i) above, the portion of the relevant Prefunding Amount that relates to the relevant Clearing Member OTC Currency Transactions Payment Obligations settling on the next following Business Day (if any), one Business Day prior to the relevant Settlement Date (such Clearing Member, the “**Prefunding Amount Payer**”).

“**Clearing Member GBP OTC Currency Transactions Payment Obligations**” means the payment obligations (calculated on a net basis) of a Clearing Member in respect of all OTC Currency Transactions in GBP (including payment obligations with respect to trade related fees, Variation Margin (for purposes of the Prefunding Amount calculated on the basis of Forecasted Variation Margin only) and Currency STM Amounts (for purposes of the Prefunding Amount calculated on the basis of Forecasted Currency STM Amounts only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, FX PAI, XCCY PAI and Currency PAA) which settle on the same Settlement Date.

“**Clearing Member USD OTC Currency Transactions Payment Obligation**” means the payment obligations (calculated on a net basis) of a Clearing Member in respect of all OTC Currency Transactions in USD (including payment obligations with respect to trade related fees, Variation Margin (for purposes of the Prefunding Amount calculated on the basis of Forecasted Variation Margin only) and Currency STM Amounts (for purposes of the Prefunding Amount calculated on the basis of Forecasted Currency STM Amounts only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, FX PAI, XCCY PAI and Currency PAA) which settle on the same Settlement Date.

“**Clearing Member OTC Currency Transactions Payment Obligations**” means the Clearing Member GBP OTC Currency Transactions Payment Obligations and the Clearing Member USD OTC Currency Transactions Payment Obligations.

“**Forecasted Variation Margin**” means, for the purposes of Part 1 Number 1.2.3 Paragraph (1) Clause 10 and the calculation of the Clearing Member OTC Currency Transactions Payment Obligations, an amount calculated in USD with respect to each OTC Currency Transaction in accordance with the following formula:

$$\text{Forecasted } VM_{\$}(t) = CF_{\$}(t) - CF_{\$}(t+1) + CF_{\text{€},\text{£}}(t) \cdot FX(t-1) - CF_{\text{€},\text{£}}(t+1) \cdot FX(t)$$

where:

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$FX(t)$ denotes the forecasted FX rate for time t for EUR/USD or GBP/USD as calculated on the basis of the standard curves used for pricing;

$CF(t)$ denotes trade related cash flows in the respective currency at time t.

“Forecasted Currency STM Amount” means, for the purposes of Part 1 Number 1.2.3 Paragraph (1) Clause 10 and the calculation of the Clearing Member OTC Currency Transactions Payment Obligations, an amount calculated in USD with respect to each STM Currency Transaction in accordance with the following formula:

$$\begin{aligned} \text{Forecasted Currency STM Amount}_{\$}(t) \\ = CF_{\$}(t) - CF_{\$}(t + 1) + CF_{\text{€;£}}(t) \cdot FX(t - 1) - CF_{\text{€;£}}(t + 1) \cdot FX(t) \end{aligned}$$

where:

$FX(t)$ denotes the forecasted FX rate for time t for EUR/USD or GBP/USD as calculated on the basis of the standard curves used for pricing;

$CF(t)$ denotes trade related cash flows in the respective currency at time t.

“Currency STM Amount” means any FX STM Amount and XCCY STM Amount.

“Currency PAA” means any FX PAA or FX Price Alignment Amount and XCCY PAA or XCCY Price Alignment Amount.

“STM Currency Transaction” means any STM FX Transaction and STM XCCY Transaction.

“GBP Maximum Amount” means an amount denominated in GBP as determined by Eurex Clearing AG in its discretion with respect to each individual Clearing Member and as notified by Eurex Clearing AG to each of the Clearing Members. Each GBP Maximum Amount can be amended by Eurex Clearing AG in its discretion at any time by either increasing or reducing it. If the amendment results in a reduction of the relevant GBP Maximum Amount, then Eurex Clearing AG is required to give at least 3 (three) months' prior notice to the relevant Clearing Member unless there are exceptional circumstances which require a shorter notice period in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty, in particular taking into account the notional exposures of the Clearing Member's relevant OTC Currency Transactions and the resulting amount of Variation Margin to be settled through the CLS CCP Service, in which case the notice period can be less than three months. When determining and amending the GBP Maximum Amount, Eurex Clearing AG also takes into account its exposures vis-à-vis the CLS Nostro Banks in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty.

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“USD Maximum Amount” means an amount denominated in USD as determined by Eurex Clearing AG in its discretion with respect to each individual Clearing Member and as notified by Eurex Clearing AG to each of the Clearing Members. Each USD Maximum Amount can be amended by Eurex Clearing AG in its discretion at any time by either increasing or reducing it. If an amendment results in a reduction of the relevant USD Maximum Amount, then Eurex Clearing AG is required to give at least 3 (three) months' prior notice to the relevant Clearing Member unless there are exceptional circumstances which require a shorter notice period in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty, in particular taking into account the notional exposures of the Clearing Member's relevant OTC Currency Transactions and the resulting amount of Variation Margin to be settled through the CLS CCP Service, in which case the notice period can be less than three months. When determining and amending the GBP Maximum Amount, Eurex Clearing AG also takes into account its exposures vis-à-vis the CLS Nostro Banks in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty.

Subject to Number 3.2.2.3 and Number 3.2.1 Paragraph (1)(d), any payments to be made by the Clearing Member to Eurex Clearing AG under this Number 3.2.1 (other than payments by the Clearing Member with respect to any relevant Prefunding Amount) shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant CLS Central Bank Account through the CLS CCP Service no later than 8:00 a.m. (Frankfurt am Main time) (the **“CLS Cut-Off Time”**) (as timing is of the essence). The provisions of Section 376 German Commercial Code (*Handelsgesetzbuch*) shall, however, not apply.

A payment to be made by the Clearing Member to Eurex Clearing AG in respect of (an) OTC FX Transaction(s) (including payments with respect to Variation Margin, FX PAI, FX STM Amounts, FX PAA and trade related fees but excluding payments with respect to any relevant Prefunding Amount, Investment Loss Shortage Amount, Margin or Settlement Compensation Margin) on a relevant payment date shall be referred to as the **“Relevant FX Payment”** (and together with the Relevant XCCY Payment (as defined in Part 4 Number 4.2.1 Paragraph (1)), the **“Relevant FX/XCCY Payments”**)

Subject to Number 3.2.1 Paragraph (2)(a), any payments to be made by Eurex Clearing AG to the Clearing Member under this Number 3.2.1 shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

- (2) The following applies with respect to Prefunding Amounts:
 - (a) Eurex Clearing AG will debit any (portion of the) relevant Prefunding Amount from the relevant Clearing Member Cash Account of the Prefunding Amount

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Payer in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. The relevant Prefunding Amount shall be paid (and, as applicable, returned) by transferring to the transferee all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. On the relevant Settlement Date, Eurex Clearing AG will transfer any relevant Prefunding Amount received as set out above to the relevant CLS Central Bank Account through the CLS CCP Service; the relevant Prefunding Amount shall be applied in discharge of the relevant Clearing Member OTC Currency Transactions Payment Obligations on a pro-rata basis at the time Eurex Clearing AG has received all Debit Notifications in respect of all amounts owed by Eurex Clearing AG to the Recipient Clearing Members on that Settlement Date.

If the relevant Clearing Member OTC Currency Transactions Payment Obligations have decreased after a relevant Prefunding Amount has been paid, Eurex Clearing AG is not obliged to return the relevant portion of such Prefunding Amount, but will apply the relevant full Prefunding Amount against the relevant Clearing Member OTC Currency Transactions Payment Obligations on the relevant Settlement Date. In case the relevant Clearing Member OTC Currency Transactions Payment Obligations have decreased below the relevant Prefunding Amount, Eurex Clearing AG will return the amount of the relevant Prefunding Amount which could not be applied against the relevant Clearing Member OTC Currency Transactions Payment Obligations on the relevant Settlement Date to the Prefunding Amount Payer. Such return shall be made – with respect to the relevant currency of the Currency Pairs – by payment through the CLS CCP Service directly to the relevant Currency Products Cash Account of the Prefunding Amount Payer.

Any Prefunding Amount which has been neither applied against the relevant Clearing Member OTC Currency Transactions Payment Obligations nor returned to the Prefunding Amount Payer pursuant to the above provisions, shall constitute a Redelivery Claim of the relevant Clearing Member in the case of a Termination with respect to the relevant Standard Agreement of the Clearing Member.

- (b) Chapter I Part 1 Numbers 3.4.4 and 3.4.5 shall apply *mutatis mutandis* to any Prefunding Amount actually credited to the relevant Eurex Clearing AG cash account as if it were Eligible Margin Assets in the form of cash delivered in respect of Margin.
- (3) Payments under the relevant OTC FX Transaction will not be owed under the relevant CCP Transaction and are not subject to these Clearing Conditions in case these payments were due on or before the day of novation.

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(4) The following additional primary payment obligations apply under STM FX Transactions:

- (a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an FX STM Amount on each Business Day (i) from (and including) the FX STM Effective Date (in case an STM FX Transaction was an Existing STM Eligible FX Transaction) or the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM FX Transaction was an Original STM Eligible FX Transaction), as relevant, (ii) to (and including) the “Termination Date” of the STM FX Transaction (as specified in the relevant OTC Trade Novation Report) (the “**FX Last STM Amount Payment Date**”).

“**FX STM Amount**” means an amount which shall equal the profit or loss amount determined with respect to an outstanding STM FX Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 3.1.6) as follows: For STM FX Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM FX Transaction concluded (whether as STM FX Transaction or CTM FX Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM FX Transaction on the relevant Business Day and the previous Business Day. On the FX Last STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM FX Transaction of the previous Business Day and zero. Additionally, the FX STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The FX STM Amount shall be calculated in USD with respect to each STM FX Transaction in accordance with the following formula:

$$\begin{aligned}
 FX\ STM\ Amount_{\$}(t) &= NPV_{\$(t)} - NPV_{\$(t-1)} + CF_{\$(t)} - CF_{\$(t+1)} + CF_{\$,€}(t) \cdot FX(t-1) \\
 &\quad - CF_{\$,€}(t+1) \cdot FX(t)
 \end{aligned}$$

where:

$FX(t)$ denotes the FX spot rate at time t for EUR/USD or GBP/USD;

$CF(t)$ denotes trade related cash flows in the respective currency at time t; and

$NPV(t)$ denotes the net present value of the trade at time t.

- (b) A price alignment amount (“**FX Price Alignment Amount**” or “**FX PAA**”) shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be,

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together with the FX STM Amount. The FX PAA corresponds to the overnight interest paid or received on the cumulative FX STM Amounts over the lifetime of the STM FX Transaction. The cumulative FX STM Amounts of the previous Business Day correspond to the value of the STM FX Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM FX Transaction is positive, Eurex Clearing AG will charge the FX Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM FX Transaction is negative, Eurex Clearing AG will credit the FX Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the FX Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM FX Transaction is positive and will charge the FX Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM FX Transaction is negative.

FX PAA shall be calculated on each Business Day with respect to each STM FX Transaction in accordance with the following formulas.

$$FX\ PAA(T) = -MtM_exCF(T - 1) * ONR(T - 1, T) * YF(T, T + 1)$$

where:

"MtM_exCF(T - 1) = MtM(T - 1) - CF(T)" is the present value of the previous Business Day excluding today's trade related cash flows;

"ONR(T - 1, T)" is the overnight rate valid from the previous Business Day to today; and

"YF(T, T + 1)" the year fraction from today to the next Business Day.

3.2.2 Discharge of payment obligations through CLS CCP Service; Finality

3.2.2.1 Discharge of payment obligations of a Clearing Member

Any payment obligation of a Clearing Member (the "**Payer Clearing Member**") arising under this Part 3, Part 4 or the relevant FX Swap Line Agreement towards Eurex Clearing AG on a Settlement Date to be discharged by payment through the CLS CCP Service shall only be validly discharged at the time Eurex Clearing AG has received all Debit Notifications in respect of all amounts owed by Eurex Clearing AG to the Recipient Clearing Members on that Settlement Date. Payments have to be made in full, partial payment will not lead to a partial discharge of the payment obligation of a Clearing Member.

"**CLS Processing Time**" means the processing time as indicated by CLS Bank which is currently 10:30 a.m. (Frankfurt am Main time) or, in exceptional circumstances, shortly thereafter.

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“**Debit Notification**” means a notification sent by CLS Bank to Eurex Clearing AG that an amount has been instructed to be debited from the CLS Central Bank Account to be credited to the relevant Currency Products Cash Account of a Recipient Clearing Member. Generally, such notifications are sent shortly after the CLS Processing Time on the relevant Settlement Date.

“**Recipient Clearing Members**” means such Clearing Members to which Eurex Clearing AG owes a payment obligation under this Part 3, Part 4 or the FX Swap Line Agreement and each a “**Recipient Clearing Member**”.

3.2.2.2 Discharge of payment obligations of Eurex Clearing AG

The payment obligations of Eurex Clearing AG under this Part 3, Part 4 and the FX Swap Line Agreement(s) towards the Clearing Members in a particular currency on a Settlement Date to be discharged by payment through the CLS CCP Service (the “**Relevant Payment Obligations**”) shall be validly discharged on a pro rata basis each time the relevant CLS Central Bank Account has been credited with an amount in the relevant currency on such Settlement Date. Eurex Clearing AG will instruct CLS Bank to transfer, following the credit of all amounts in all currencies owed to Eurex Clearing AG to the relevant CLS Central Bank Account(s) in the normal course of business, the relevant amounts to the relevant Currency Products Cash Accounts of the relevant Clearing Members in accordance with such instructions. If any amount is re-transferred to the relevant Payer Clearing Member in accordance with Number 3.3.3.3, the Relevant Payment Obligations which have been discharged on a pro rata basis by the crediting of such amount shall be re-established subject to Number 3.3.3.3.

Eurex Clearing AG may discharge its payment obligations under the relevant CCP Transaction by way of set-off in accordance with Chapter I Part 1 Number 1.3.1 Paragraph (1) (a) and (f) and Chapter I Part 1 Number 1.3.1 Paragraph (2) (a) (aa), (b) and (c).

3.2.2.3 Discharge of payment obligations in case of unavailability of CLS CCP Service

- (1) If the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (i) Eurex Clearing AG will instruct the settlement of the affected OTC Currency Transaction(s) and/or the affected FX Hedging Transaction(s) outside the CLS CCP Service (on a net basis) on the relevant Settlement Date and the Payer Clearing Member will then be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to the Payer Clearing Member by Eurex Clearing AG for such purpose and (ii) as regards cash amounts paid by the Payer Clearing Member (if any, each such Payer Clearing Member, an “**Affected Payer Clearing Member**” and all such Payer Clearing Members, the “**Affected Payer Clearing Members**”) to fulfil any of its payment obligations arising under this Part 3 or Part 4 towards Eurex Clearing AG which have been credited to the relevant CLS Central Bank Account but not actually been credited to the relevant Currency Products Cash Account(s) of the Recipient Clearing Member(s) (such cash amounts, the “**Affected Payer Clearing Member Amounts**”), Eurex

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Clearing AG will instruct CLS Bank to re-transfer any such Affected Payer Clearing Member Amounts from the relevant CLS Central Bank Account to the relevant Currency Products Cash Account(s) of the Payer Clearing Member as soon as CLS Bank or, as the case may be, its insolvency administrator, resumes the operations of the CLS CCP Service.

Payments to be made pursuant to this Paragraph (1) have to be made in full, partial payment will not lead to a partial discharge of the payment obligation of a Payer Clearing Member.

- (2) If the CLS CCP Service is not available for settlement for any reason and Eurex Clearing AG has instructed the settlement of the affected OTC Currency Transaction(s) outside the CLS CCP Service, then any payment obligation of Eurex Clearing AG towards a Clearing Member arising under this Part 3, Part 4 and the relevant FX Swap Line Agreement shall be discharged in accordance with Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) (ff) (iii).
- (3) If (i) an Affected Payer Clearing Member has paid any amount to Eurex Clearing AG outside the CLS CCP Service in accordance with Paragraph (1) in full discharge of the relevant payment obligation to Eurex Clearing AG (the "**Further Payment Amount**"), (ii) the Affected Payer Clearing Member has not otherwise recovered the Affected Payer Clearing Member Amounts and (iii) subsequently, Eurex Clearing AG has irrevocably and finally recovered any Affected Payer Clearing Member Amount in whole or in part (the "**Late Recovery Amount**"), Eurex Clearing AG shall pay to the Affected Payer Clearing Member an amount from the Late Recovery Amount not exceeding the Further Payment Amount, provided that, if in respect of more than one Affected Payer Clearing Member the requirements set out in items (i) and (ii) are met and Eurex Clearing AG has received a Late Recovery Amount, Eurex Clearing AG shall pay to each such Affected Payer Clearing Member a pro rata share of the Late Recovery Amount reflecting such Affected Payer Clearing Member's share in the sum of all Further Payment Amounts paid by all Affected Payer Clearing Members.

Eurex Clearing AG shall in its reasonable discretion claim any Affected Payer Clearing Member Amount from CLS Bank. The Affected Payer Clearing Member shall reimburse Eurex Clearing AG for any costs and expenses incurred in connection with such claim (regardless of whether the Affected Payer Clearing Member Amount can be successfully recovered in whole or in part from CLS Bank). Eurex Clearing AG may request an advance payment from the Affected Payer Clearing Member in respect of reasonably expected costs and expenses to be incurred when claiming the Affected Payer Clearing Member Amount from CLS Bank.

3.2.2.4 Finality of payments processed through CLS CCP Service

In deviation from Chapter I Part 1 Number 1.2.9 Paragraphs (2), (3) and (4), in respect of all Payment Transfer Orders which are to be processed through the CLS CCP Service:

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- (a) CLS Bank shall act as a settlement agent for Eurex Clearing AG within the meaning of Article 2 lit. (d) of the Settlement Finality Directive; and
- (b) any such Payment Transfer Orders are entered into the system of Eurex Clearing AG within the meaning of Article 3 paragraphs 1 and 3 of the Settlement Finality Directive and are irrevocable pursuant to the statutory provisions implementing the Settlement Finality Directive:
 - (aa) in case of any payment due from a Payer Clearing Member to Eurex Clearing AG, upon receipt of the related Payment Transfer Order (submitted by or on behalf of such Payer Clearing Member) by the relevant CLS Nostro Bank (CLS Bank has granted all CLS Nostro Banks from time to time a power of attorney to also receive such Payment Transfer Orders as attorney-in-fact for CLS Bank without creating any obligation of CLS Bank to process the relevant Payment Transfer Order unless the corresponding amount has been credited to the relevant CLS Central Bank Account); and
 - (bb) in case of any payment due from Eurex Clearing AG to a Recipient Clearing Member, upon receipt of the related Payment Transfer Order by CLS Bank from Eurex Clearing AG.

“Payment Transfer Order” means:

- (i) an instruction in the form of a SWIFT message or other means given by or on behalf of a Payer Clearing Member to its relevant CLS Nostro Bank to transfer to Eurex Clearing AG (through crediting a nominated cash account provided by CLS Bank to Eurex Clearing AG) an amount of money from the relevant Currency Products Cash Account maintained with that CLS Nostro Bank (a Payment Transfer Order pursuant to this item (i), a **“Payer Clearing Member Payment Transfer Order”**); or
- (ii) an instruction in the form of a SWIFT message or other means given by Eurex Clearing AG to CLS Bank to transfer to a Recipient Clearing Member (through crediting the relevant Currency Products Cash Account nominated by that Recipient Clearing Member) an amount of money from the nominated account provided by CLS Bank to Eurex Clearing AG (a Payment Transfer Order pursuant to this item (ii), a **“Eurex Clearing Payment Transfer Order”**).

3.3 Failure to Pay with respect to an OTC Currency Transaction

3.3.1 Failure to Pay Relevant Prefunding Amount

- (1) If a Clearing Member fails to pay the relevant Prefunding Amount to Eurex Clearing AG in full in accordance with Number 3.2.1 by the Prefunding Cut-Off Time, the provisions of Chapter I Part 1 Number 7 shall apply.

“Prefunding Cut-Off Time” means 1:00 p.m. (Frankfurt am Main time).

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- (2) In addition thereto, the Clearing Member is obliged to pay the Prefunding Amount Contractual Penalty. The amount of the Prefunding Amount Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the relevant Prefunding Amount, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The Prefunding Amount Contractual Penalty applies regardless of any actual damages incurred by Eurex Clearing AG and is immediately due and payable by the Prefunding Cut-Off Time on the relevant Payment Date. The Prefunding Amount Contractual Penalty shall be a “Secured Claim” for the purpose of Chapter I Part 2 Subpart A Number 4.4.3. The right of Eurex Clearing AG to claim further damages shall remain unaffected.

3.3.2 Failure to Pay Relevant FX/XCCY Payment or Investment Loss Shortage Amount

- (1) If on a relevant Settlement Date a Clearing Member (a “**Late CM**”) fails (each an “**FX/XCCY Failure to Pay**”):
- (a) to make a Relevant FX/XCCY Payment in full (taking into account any Prefunding Amount paid by such Late CM) by the CLS Cut-Off Time (this cut-off time also applies if the CLS CCP Service is not available for settlement and settlement is instructed outside the CLS CCP Service pursuant to Number 3.2.2.3); or
 - (b) to pay the relevant Investment Loss Shortage Amount in full by the Investment Loss Shortage Cut-Off Time,

Eurex Clearing AG shall – in addition to the rights granted pursuant to the provisions of Chapter I Part 1 Number 7 and notwithstanding the provisions of Chapter I Part 1 Number 1.4.5 with respect to an FX Disruption Event – have the right to (i) carry out the process as set out in Numbers 3.3.3.1 and 3.3.3.2 below (the “**Step-in Process**”) to the extent of the unpaid amount (the “**FX/XCCY Failure to Pay Amount**”) or (ii) carry out the process as set out in Number 3.3.3.3 below (the “**Roll-Over**”).

- (2) Prior to the exercise of the rights to carry out the Step-In Process or Roll-Over, Eurex Clearing AG will on a best efforts basis aim to compensate the FX/XCCY Failure to Pay Amount through the use of its own available funds in the currency of the Relevant FX/XCCY Payment.
- (3) In addition thereto and regardless of whether the Step-in Process or the Roll-Over is carried out or not, a Clearing Member who fails to make a Relevant FX/XCCY Payment in full by the CLS Cut-Off Time is obliged to pay a contractual penalty to Eurex Clearing AG (the “**Late CM Contractual Penalty**”). The amount of the Late CM Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the Relevant FX/XCCY Payment, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The Late CM Contractual

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Penalty applies regardless of any actual damages incurred by Eurex Clearing AG and is immediately due and payable by the CLS Cut-Off Time on the relevant payment date. The right of Eurex Clearing AG to claim further damages shall remain unaffected.

3.3.3 Consequences of an FX/XCCY Failure to Pay

- (1) If an FX/XCCY Failure to Pay has occurred, Eurex Clearing AG shall have the right to either (i) exercise its option under one or more of the FX Swap Line Agreements as set out in Number 3.3.3.1 below, (ii) pay an Alternative Currency Amount as set out in Number 3.3.3.2 below or (iii) postpone certain payment obligations as set out in Number 3.3.3.3 below.
- (2) An FX/XCCY Failure to Pay shall not constitute an FX Disruption Event (as defined in Chapter I Part 1 Number 1.4.5).

3.3.3.1 Step-in Process – Exercise of FX Swap Lines

- (1) Eurex Clearing AG shall have the right to exercise – in its sole discretion – its options to enter into one or more FX Hedging Transactions with one or more FX Swap Line Counterparties up to the relevant FX Swap Line Maximum Amount outstanding with respect to the relevant FX Swap Line Counterparty/-ies, in each case in accordance with the terms of the relevant FX Swap Line Agreement (as defined in Number 3.1.3 Paragraph (6) above). By exercising its options as set out in the previous sentence, Eurex Clearing AG enters into one or more FX Hedging Transaction(s) with each of the relevant FX Swap Line Counterparties (each such FX Swap Line Counterparty an **“FX Hedge Counterparty”**).

The FX Swap Line Maximum Amount for FX Hedging Transaction(s) with respect to USD is USD 250,000,000.00 and the FX Swap Line Maximum Amount for FX Hedging Transaction(s) with respect to GBP is GBP 100,000,000.00. Each FX Swap Line Maximum Amount can be amended in accordance with the procedure set out in Chapter I Part 1 Numbers 17.2 and 17.3.

“FX Hedging Transaction” means a foreign exchange swap transaction traded over-the-counter.

“FX Swap Line Counterparty” means each Clearing Member participating in the Clearing of OTC Currency Transactions.

“FX Swap Line Maximum Amount” means an aggregate maximum amount designated in one of the currencies of the Currency Pairs.

- (2) Eurex Clearing AG is entitled to exercise its option(s) multiple times for as long as the relevant FX Swap Line Counterparty holds its OTC Currency Products Clearing License, but only to the extent that the then relevant outstanding FX Swap Line Maximum Amount is not exceeded by such further exercise(s) of the option(s). The relevant outstanding FX Swap Line Maximum Amount will be reduced by the amount of each FX Hedging Transaction resulting from the exercise of such option and re-

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increased by such amount if and when the relevant FX Hedging Transaction is fully settled.

- (3) Subject to the relevant FX Swap Line Maximum Amount applicable to the relevant FX Hedge Counterparty, under each near leg of an FX Hedging Transaction Eurex Clearing AG receives from the relevant FX Hedge Counterparty an amount corresponding to and in the currency denomination of the FX/XCCY Failure to Pay Amount (the “**Currency A Swap Amount**”). In return for the receipt of the Currency A Swap Amount, Eurex Clearing AG pays the relevant FX Hedge Counterparty a corresponding amount in the other currency of a relevant Currency Pair which relates to the currency of the Currency A Swap Amount at the applicable FX Swap Line FX Rate (the “**Currency B Swap Amount**”). Under the far leg of the FX Hedging Transaction, Eurex Clearing AG pays to the relevant FX Hedge Counterparty the Currency A Swap Amount in return for the payment by that FX Hedge Counterparty of the Currency B Swap Amount.
- (4) If the Currency A Swap Amount under an FX Hedging Transaction is denominated in GBP (such FX Hedging Transaction is referred to as a “**Currency A Swap Amount GBP/USD FX Hedging Transaction**” provided that a Corresponding EUR/USD FX Hedging Transaction (as defined below) is also entered into), Eurex Clearing AG shall also have the right to enter into a corresponding FX Hedging Transaction for EUR/USD (the “**Corresponding EUR/USD FX Hedging Transaction**”) at the same time and with the same FX Hedge Counterparty as with respect to the Currency A Swap Amount GBP/USD FX Hedging Transaction. Under the near leg of the Corresponding EUR/USD FX Hedging Transaction, Eurex Clearing AG shall receive an amount equivalent to the Currency B Swap Amount (which Eurex Clearing AG is required to pay under the Currency A Swap Amount GBP/USD FX Hedging Transaction) in return for the payment by Eurex Clearing AG to that FX Hedge Counterparty of a corresponding amount in EUR at the applicable FX Swap Line FX Rate (the “**EUR Amount**”). Under the far leg of that Corresponding EUR/USD FX Hedging Transaction, Eurex Clearing AG shall pay to that FX Hedge Counterparty an amount equivalent to the Currency B Swap Amount (under the Currency A Swap Amount GBP/USD FX Hedging Transaction) in return for the payment by that FX Hedge Counterparty of the EUR Amount. A Corresponding EUR/USD FX Hedging Transaction shall not count towards the Swap Line Maximum Amount with respect to USD.
- (5) The payments under the near leg of the FX Hedging Transaction – as further set out in the terms of the FX Swap Line Agreement – are due and payable within two hours of Eurex Clearing AG exercising its option under the FX Swap Line Agreement (with respect to each FX Hedging Transaction an “**FX Swap Line Exercise Day**”) or by such other time as notified by Eurex Clearing AG (which may be shorter than two hours after exercise of the option). The payments under the far leg of the FX Hedging Transaction – as further set out in the terms of the FX Swap Line Agreement – are due and payable on the Business Day immediately following the FX Swap Line Exercise Day by such time as notified by Eurex Clearing AG.

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- (6) Any payments to be made by an FX Hedge Counterparty to Eurex Clearing AG under an FX Hedging Transaction shall be made directly to the relevant CLS Central Bank Account through the CLS CCP Service.

Any payments to be made by Eurex Clearing AG to an FX Hedge Counterparty under an FX Hedging Transaction shall be made directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

The payments under the far leg of an FX Hedging Transaction shall be made – with respect to each currency of the Currency Pairs – on a net basis.

- (7) In addition, Eurex Clearing AG is obliged to pay to the FX Hedge Counterparty the relevant FX Hedging Transaction Spread Amount with respect to an FX Hedging Transaction. If Eurex Clearing AG enters into a Currency A Swap Amount GBP/USD FX Hedging Transaction, it shall, however, only be obliged to pay an FX Hedging Transaction Spread Amount with respect to the Currency A Swap Amount GBP/USD FX Hedging Transaction but not with respect to the Corresponding EUR/USD FX Hedging Transaction. The FX Hedging Transaction Spread Amount is not payable through the CLS CCP Service.

“FX Hedging Transaction Spread” means

- (i) with respect to FX Hedging Transactions for EUR/USD, the relevant spread appearing on the Reuters Screen EURON= or where no information is available on such page, the relevant spread appearing on the Bloomberg Screen EURON CURRENCY;
- (ii) subject to (iii) below, with respect to FX Hedging Transactions for GBP/USD, the relevant spread appearing on the Reuters Screen GBPON= or where no information is available on such page, the relevant spread appearing on the Bloomberg Screen GBPON CURRENCY; and
- (iii) with respect to a Currency A Swap Amount GBP/USD FX Hedging Transaction, the relevant spread appearing on the Reuters Screen EURGBPON= or where no information is available on such page, the relevant spread appearing on the Bloomberg Screen EURGBPON CURRENCY,

in each case of (i) to (iii) above, at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day.

“FX Hedging Transaction Spread Amount” means

- (i) with respect to an FX Hedging Transaction for EUR/USD, an amount denominated in USD, which equals (a) the figure of the EUR-denominated amount under such FX Hedging Transaction (without regard to its currency denomination) (b) multiplied by the relevant FX Hedging Transaction Spread;
- (ii) with respect to an FX Hedging Transaction for GBP/USD, an amount denominated in USD, which equals (a) the figure of the GBP-denominated

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amount under such FX Hedging Transaction (without regard to its currency denomination) (b) multiplied by the relevant FX Hedging Transaction Spread; and

- (iii) with respect to a Currency A Swap Amount GBP/USD FX Hedging Transaction, an amount denominated in GBP, which equals (a) the figure of the EUR Amount under the Corresponding EUR/USD FX Hedging Transaction (without regard to its currency denomination) (b) multiplied by the relevant FX Hedging Transaction Spread.

If the FX Hedging Transaction Spread is a negative number, the FX Hedging Transaction Spread Amount shall be zero.

“FX Swap Line FX Rate” means, (i) with respect to FX Hedging Transactions for EUR/USD, the FX rate appearing on the Reuters Screen EURUSDFIXP=WM (a WM/Reuters Intra-Day Spot Rate) and (ii) with respect to FX Hedging Transactions for GBP/USD, the FX rate appearing on the Reuters Screen GBPUSDFIXP=WM (a WM/Reuters Intra-Day Spot Rate), in each case of (i) and (ii) above, at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day and as set out in the trade confirmation relating to the relevant FX Hedging Transaction transmitted by Eurex Clearing AG to the FX Hedge Counterparty in the course of exercising the option under the FX Swap Line Agreement. Where no information on the relevant FX rate is available on the relevant Reuters Screen page, the FX Swap Line FX Rate will be the relevant FX rate appearing on the Bloomberg Screen BFix at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day.

3.3.3.2 Step-in Process – Payment of Alternative Currency Amount

- (1) If and to the extent Eurex Clearing AG is unable to source through the exercise of its option(s) pursuant to Number 3.3.3.1, above an amount in the currency (the **“Unavailable FX/XCCY Currency”**) which it would have received from the Late CM if the latter had performed its payment obligation(s) under the relevant CCP Transaction (including with respect to an Investment Loss Shortage Amount) (an **“Unavailable FX/XCCY Currency Amount”**), then Eurex Clearing AG shall be entitled to discharge:
 - (i) in case of one affected Non-Late CM, its payment obligation corresponding to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount to such Non-Late CM; or
 - (ii) in case of more than one affected Non-Late CM, its payment obligations which in aggregate correspond to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount on a pro rata basis to each such Non-Late CM,

in case of (i) and (ii) above, in an Available Currency based on the relevant WM/Reuters Intra-Day Spot Rate at 7:00 a.m. (Frankfurt am Main time) on the relevant payment date (each an **“Alternative Currency Amount”**). Any payment of

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an Alternative Currency Amount shall be made directly to the relevant Currency Products Cash Account of the Non-Late CM through the CLS CCP Service.

“Non-Late CM” means any Clearing Member with payment obligations under OTC Currency Transactions due for settlement on the relevant Settlement Date which is not a Late CM.

- (2) Eurex Clearing AG shall pay to each recipient of an Alternative Currency Amount the respective Alternative Currency Difference Amount. For the avoidance of doubt, no Alternative Currency Difference Amount shall be paid through the CLS CCP Service.

“Available Currency” means (i) any currency of a Currency Pair in respect of which the Non-Late CM uses the Clearing services pursuant to this Chapter VIII Part 3 or Part 4 or (ii) Euro.

“Alternative Currency Difference Amount” means, with respect to each recipient of an Alternative Currency Amount, an amount denominated in the Unavailable FX/XCCY Currency which equals the difference between (i) the amount of the relevant Unavailable Currency Amount Payment Obligation and (ii) an amount corresponding to the relevant Alternative Currency Amount denominated in the Unavailable FX/XCCY Currency based on the relevant WM/Reuters Intra-Day Spot Rate at the next full hour after Eurex Clearing AG has received all Debit Notifications on the relevant payment date. If the relevant Alternative Currency Difference Amount is negative it shall be deemed to be zero so that no Alternative Currency Difference Amount is due.

“Unavailable Currency Amount Payment Obligation” means any payment obligation referred to in Number 3.3.3.2 Paragraph (1) Sub-Paragraphs (i) and (ii).

3.3.3.3 Roll-Over

In the case of Extraordinary Circumstances, Eurex Clearing AG shall have the right to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on such Settlement Date once until the next day which is a Business Day for all relevant Currency Pairs (as set out in Number 3.1.5.1 Paragraph (4)) (the **“Roll-over Business Day”**) provided that with respect to any cash amounts paid by any Payer Clearing Member (if any) to fulfil any of its payment obligations arising under this Part 3 or Part 4 towards Eurex Clearing AG which have been credited to the relevant CLS Central Bank Account but not actually been credited to the relevant Currency Products Cash Account(s) of the Recipient Clearing Member(s), Eurex Clearing AG will instruct CLS Bank as soon as reasonably practicable but no later than the CLS Processing Time to re-transfer any such amounts from the relevant CLS Central Bank Account to the relevant Currency Products Cash Account(s) of the relevant Payer Clearing Member(s). If such postponement has occurred, Eurex Clearing AG shall be entitled to carry out the Step-in Process on the Roll-over Business Day (if an FX/XCCY Failure to Pay occurs on such Roll-over Business Day).

“Extraordinary Circumstances” means one or more of the following circumstances:

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- (i) a CLS Nostro Bank which supports at least two Clearing Members has failed to process payment instructions received by such Clearing Member(s);
- (ii) the FX/XCCY Failure to Pay Amount exceeds the sum of all relevant outstanding FX Swap Line Maximum Amounts (in the relevant currency) which Eurex Clearing AG would be entitled to vis-à-vis all relevant FX Swap Line Counterparties; or
- (iii) any other material circumstance exists which in the reasonable discretion (*nach billigem Ermessen*) of Eurex Clearing AG makes a full compensation of the FX/XCCY Failure to Pay Amount through the Step-in Process highly unlikely and, thus, after due consideration of the interests of all affected Clearing Members and the market, justifies the postponement of the payment obligations under the relevant OTC Currency Transactions as further set out in this Paragraph 3.3.3.3.

3.3.3.4 FX/XCCY Failure to Pay Costs and other costs

- (1) The Late CM shall (i) pay an amount corresponding to the Alternative Currency Difference Amount, if any, to Eurex Clearing AG and (ii) reimburse Eurex Clearing AG (irrespective of fault) for any losses, costs or expenses Eurex Clearing AG may incur in connection with or as a result of the Step-in Process or Roll-Over, including any losses, costs or expenses relating and corresponding to an FX Hedging Transaction Spread Amount payable by Eurex Clearing AG ((i) and (ii) being referred to as “**FX/XCCY Failure to Pay Costs**”). Any such payment or reimbursement claim shall be a “Secured Claim” for the purpose of Chapter I Part 2 Subpart A Number 4.3.3.
- (2) The Late CM shall also reimburse any relevant Non-Late CM for any losses, costs or expenses the relevant Non-Late CM may incur as a result of (i) the process set out in Number 3.3.3.2 above or (ii) the Roll-Over. The obligations of a Clearing Member to make a Relevant FX/XCCY Payment in full by the CLS Cut-Off Time and, if applicable, to pay the relevant Investment Loss Shortage Amount in full by the Investment Loss Shortage Cut-Off Time (as further set out in Number 3.4.1) shall have protective effects for the benefit of Non-Late CMs and this provision shall constitute a contract with protective effects for the benefit of third parties (*Vertrag mit Schutzwirkung zugunsten Dritter*).
- (3) If Eurex Clearing AG incurs any FX/XCCY Failure to Pay Costs and the Late CM becomes an Affected Clearing Member, such costs shall be taken into account when determining the Difference Claim with respect to the Late CM unless such costs and/or expenses have already been paid by the Late CM to Eurex Clearing AG or the obligation to pay such costs and/or expenses has already been discharged by virtue of Eurex Clearing AG realising all or part of the Eligible Margin Assets provided as Settlement Compensation Margin and/or Margin.
- (4) For the avoidance of doubt, a Non-Late CM or FX Hedge Counterparty shall not be entitled to claim compensation from Eurex Clearing AG for any losses, costs and/or

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expenses which a Non-Late CM or FX Hedge Counterparty may incur in connection with Eurex Clearing AG exercising its rights pursuant to Numbers 3.3.3.1 to 3.3.3.3 above except where expressly set out in Numbers 3.3.3.1 and 3.3.3.2 above.

3.3.4 Late Payment

- (1) Without limiting any rights of Eurex Clearing AG set out in Number 3.3.3 above and without prejudice to the fact that timing is of the essence as regards the Relevant FX/XCCY Payment, if the Late CM makes the Relevant FX/XCCY Payment after the CLS Cut-Off Time on the relevant Settlement Date (the "**Late Payment**" and the amount of such Late Payment, the "**Late Payment Amount**"), then any payments with respect to OTC Currency Transactions (i) which are owed by Eurex Clearing AG to the Late CM on such date (including but not limited to the payments relating to the Relevant FX/XCCY Payment) and (ii) which are to be made through the CLS CCP Service will be made by Eurex Clearing AG only on the Business Day immediately following the relevant Settlement Date (the "**Deferred Payment**" and the amount of such Deferred Payment, the "**Deferred Payment Amount**"). Eurex Clearing AG shall be entitled to discharge its obligation to make the Deferred Payment by paying in whole or in part a corresponding amount in (a) any currency of a Currency Pair in respect of which the Late CM uses the Clearing services pursuant to this Part 3 or Part 4 or (b) Euro based on the relevant WM/Reuters Intra-Day Spot Rate at 7:00 a.m. (Frankfurt am Main time) on the Business Day following the relevant payment date. For the avoidance of doubt, Number 3.2.2.2 above shall also apply in the case of Deferred Payments.
- (2) Any Late Payment made on the relevant payment date shall be made outside the CLS CCP Service to an account notified to the Late CM by Eurex Clearing AG for such purpose. On the Business Day following the relevant payment date, Eurex Clearing AG will transfer any Late Payment Amount received as set out above to the relevant CLS Central Bank Account through the CLS CCP Service.

3.4 Investment Loss with respect to OTC Currency Transactions

An Investment Loss (as further set out in Chapter I Part 1 Number 3.4.6) may occur with respect to (i) a Prefunding Amount, (ii) a Late Payment Amount and/or (iii) a Corresponding Pay-In Amount, in each case denominated in a Commercial Bank Currency and in relation to an OTC Currency Transaction.

3.4.1 Investment Loss with respect to Prefunding Amounts and Late Payment Amounts

The following provisions apply to a Prefunding Amount Investment Loss and a Late Payment Amount Investment Loss:

- (1) If (A) (i) a Prefunding Amount Investment Loss or (ii) a Late Payment Amount Investment Loss occurs and (B) as a consequence of such occurrence, Eurex Clearing AG will be or is unable to transfer the relevant Prefunding Amount or Late Payment Amount, respectively, in whole or in part to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date, then:

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- (a) In case of a Prefunding Amount Investment Loss, an Affected Prefunding Amount Payer shall pay the Prefunding Amount Investment Loss Shortage Amount to Eurex Clearing AG, and
- (b) in case of a Late Payment Amount Investment Loss, an Affected Late Payment Amount Payer shall pay the Late Payment Amount Investment Loss Shortage Amount to Eurex Clearing AG.

For the purposes of this Chapter VIII, a Prefunding Amount Investment Loss or a Late Payment Amount Investment Loss shall also be deemed to occur in the case of a temporary unavailability of the relevant amounts due to technical reasons.

- (2) Eurex Clearing AG shall determine the relevant Investment Loss Shortage Amount in its reasonable discretion taking into account, in particular, the amount of the Investment Loss which has occurred with respect to a Prefunding Amount, Late Payment Amount or Corresponding Pay-In Amount and the relevant Investment Counterparty, the aggregate amounts of Prefunding Amounts, Late Payment Amounts and Deferred Payment Amounts to be transferred to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date and the extent to which other Affected Payers or Affected Payment Receivers, if any, were affected by the Prefunding Amount Investment Loss, Late Payment Amount Investment Loss or Corresponding Pay-In Amount Investment Loss, respectively.
- (3) Eurex Clearing AG shall notify the Investment Loss Shortage Amount(s) to the relevant Affected Payer(s) without undue delay and set a reasonable point in time until which the Investment Loss Shortage Amount(s) must be received on the relevant account as notified by Eurex Clearing AG (the “**Investment Loss Shortage Cut-Off Time**”).
- (4) In case of a Prefunding Amount Investment Loss Shortage Amount Eurex Clearing AG may either debit the relevant Prefunding Amount Investment Loss Shortage Amount from the relevant Currency Products Cash Account of the Affected Prefunding Amount Payer in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1 or request payment of the relevant Investment Loss Shortage Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date.
- (5) In case of a Late Payment Amount Investment Loss Shortage Amount, the Affected Late Payment Amount Payer shall pay the relevant Late Payment Amount Investment Loss Shortage Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date.
- (6) If the relevant Investment Loss Shortage Amount paid by the Affected Payer exceeds the amount of the relevant CM-Related Investment Loss, Eurex Clearing AG shall pay such excess to the Affected Payer without undue delay after the relevant CM-Related Investment Loss has been determined. The obligation of the Affected Payer to pay the relevant CM-Related Investment Loss pursuant to Chapter I Part 1

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Number 3.4.6 Paragraph (v) shall be discharged by the payment of relevant Investment Loss Shortage Amount.

3.4.2 Investment Loss with respect to Corresponding Pay-in Amounts

The following provisions apply to a Corresponding Pay-In Amount Investment Loss:

- (1) If a Corresponding Pay-In Amount Investment Loss occurs and, as a consequence Eurex Clearing AG will be or is unable to transfer the relevant Deferred Payment Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the Business Day following the original Settlement Date in whole or in part, the obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Investment Loss Shortage Amount.

For the purposes of this Chapter VIII, a Corresponding Pay-In Amount Investment Loss shall also be deemed to occur in the case of a temporary unavailability of the relevant amounts due to technical reasons.

- (2) Eurex Clearing AG shall determine the relevant Corresponding Pay-In Amount Investment Loss Shortage Amount. Number 3.4.1 Paragraph 0 shall apply *mutatis mutandis*.
- (3) If the relevant Corresponding Pay-In Amount Investment Loss Shortage Amount exceeds the amount of the relevant Corresponding Pay-In Amount Clearing Member-Related Investment Loss, Eurex Clearing AG shall pay such excess to the Affected Payment Receiver without undue delay after the relevant Corresponding Pay-In Amount Clearing Member-Related Investment Loss has been determined. The obligation of the Affected Payment Receiver to pay the Corresponding Pay-In Amount Clearing Member-Related Investment Loss pursuant to Chapter I Part 1 Number 3.4.6 Paragraph (v) shall be discharged by the reduction of the obligations of Eurex Clearing AG under the Deferred Payment pursuant to Paragraph (1) above.

3.4.3 Definitions

“Affected Late Payment Amount Payer” means each Late CM which has paid a Late Payment Amount to Eurex Clearing AG and is affected by a Late Payment Amount Investment Loss.

“Affected Payer” means each an Affected Prefunding Amount Payer and an Affected Late Payment Amount Payer.

“Affected Payment Receiver” means a Late CM which has paid to Eurex Clearing AG a Late Payment Amount as receiver of the Deferred Payment Amount and which is affected by an Investment Loss which occurs with respect to a Corresponding Pay-In Amount.

“Affected Prefunding Amount Payer” means each Clearing Member which has paid a Prefunding Amount to Eurex Clearing AG and is affected by a Prefunding Amount Investment Loss.

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“CM-Related Investment Loss” means each a Prefunding Amount Clearing Member-Related Investment Loss and a Late Payment Amount Clearing Member-Related Investment Loss.

“Corresponding Pay-In Amount” means the amounts paid by the Non-Late CMs which correspond to the Deferred Payment Amount.

“Corresponding Pay-In Amount Investment Loss” means an Investment Loss which occurs with respect to a Corresponding Pay-In Amount.

“Corresponding Pay-In Amount Investment Loss Shortage Amount” means an amount up to the amount of the relevant Corresponding Pay-In Amount.

“Investment Loss Shortage Amount” means each a Late Payment Amount Investment Loss Shortage Amount and a Prefunding Amount Investment Loss Shortage Amount.

“Late Payment Amount Investment Loss” means an Investment Loss which occurs with respect to a Late Payment Amount.

“Late Payment Amount Investment Loss Shortage Amount” means an amount up to the amount of the relevant Late Payment Amount which has actually been paid to Eurex Clearing AG pursuant to Number 3.3.4 Paragraph (2) above.

“Prefunding Amount Investment Loss” means an Investment Loss which occurs with respect to a Prefunding Amount.

“Prefunding Amount Investment Loss Shortage Amount” means an amount up to the amount of the relevant Prefunding Amount which has actually been paid to Eurex Clearing AG pursuant to Number 3.2.1 Paragraph (2) (a) above.

3.5 Step-In Process and Roll-Over in the case of a Termination

In case a Termination Date has occurred with respect to a Clearing Member, Eurex Clearing AG shall have the right to carry out (i) the Step-in Process or (ii) the Roll-Over with respect to OTC Currency Transactions during and as part of the default management process pursuant to Chapter I Part 1 Number 7.5 subject to the following modifications:

- (i) Numbers 3.3.2 and 3.3.3 shall apply *mutatis mutandis* to the Terminated Transactions (as defined in Chapter I Part 1 Number 7.5) which were OTC Currency Transactions as if the relevant payments that would have had to be made by the Affected Clearing Member under such Terminated Transactions in the absence of the Termination were Relevant FX/XCCY Payments with respect to which an FX/XCCY Failure to Pay had occurred;
- (ii) the Late CM Contractual Penalty does not apply;
- (iii) any references to a Late CM shall be a reference to an Affected Clearing Member; and

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- (iv) any relevant FX/XCCY Failure to Pay Costs shall be taken into account as part of the Liquidation Price determined with respect to a Transaction which was an OTC Currency Transaction.

3.6 Failure to Pay with respect to FX Swap Line

Eurex Clearing AG may charge a contractual penalty if, *inter alia*, an FX Hedge Counterparty fails to perform its payment obligations under the relevant FX Hedging Transaction under the relevant FX Swap Line Agreement (the “**FX Swap Line Contractual Penalty**”) and such FX Swap Line Agreement has not been terminated or otherwise ceased to be legally valid against and binding on the FX Hedge Counterparty. The FX Swap Line Contractual Penalty applies regardless of any actual damages incurred by Eurex Clearing AG. The right of Eurex Clearing AG to claim further damages shall remain unaffected. The amount of the FX Swap Line Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the payment due under the relevant leg of the relevant FX Hedging Transaction, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The amount of the FX Swap Line Contractual Penalty can be amended in accordance with the procedure set out in Chapter I Part 1 Number 17.2.

3.7 Acknowledgements by Clearing Members

The Clearing Member acknowledges that:

- (i) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Number 3.2.2.3 – be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member may have already made a payment through the CLS CCP Service to the relevant CLS Central Bank Account and/or (y) the Clearing Member will – in the circumstances set out in Number 3.8 Paragraphs (2) and (3) – be required to indemnify Eurex Clearing AG by paying an amount equivalent to the relevant Prefunding Amount or Late Payment Amount, respectively, to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member has already paid the Prefunding Amount or Late Payment Amount, respectively, to Eurex Clearing AG;
- (ii) it is under no obligation to submit Original OTC Transactions for Clearing which result in exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time) on any Settlement Date and that it may reduce its portfolio size in order to avoid exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time);
- (iii) to the extent Eurex Clearing AG is unable to source the Unavailable FX/XCCY Currency Amount through the exercise of its option(s) as set out in Number 3.3.3.1,

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Eurex Clearing AG shall be entitled to discharge its payment obligation with respect to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount in the Available Currency as further set out in Number 3.3.3.2;

- (iv) in the case of Extraordinary Circumstances, Eurex Clearing AG shall be entitled to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on the relevant Settlement Date until the Business Day immediately following such Settlement Date as further set out in Number 3.3.3.3;
- (v) it shall pay the Prefunding Amount Investment Loss Shortage Amount or Late Payment Amount Investment Loss Shortage Amount (which can be an amount up to the relevant Prefunding Amount or Late Payment Amount, respectively) in the circumstances set out in Number 3.4.1;
- (vi) it shall pay the FX/XCCY Failure to Pay Costs if it fails to pay the relevant Investment Loss Shortage Amount in full by the relevant Investment Loss Shortage Cut-Off Time;
- (vii) the payment obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Investment Loss Shortage Amount pursuant to Number 3.4.2 Paragraph (1); and
- (viii) Eurex Clearing AG is entitled to claim compensation from the Clearing Member for any Prefunding Amount Clearing Member-Related Investment Loss, Late Payment Amount Clearing Member-Related Investment Loss and Corresponding Pay-In Amount Clearing Member-Related Investment Loss, in each case as further set out in Chapter I Part 1 Number 3.4.6 (which may also be the case if an Investment Loss occurs with respect to an Investment Party which is unrelated to the actual holding of Prefunding Amounts, Late Payment Amounts or Corresponding Pay-In Amounts, respectively).

3.8 Indemnity by Clearing Members

- (1) Each Clearing Member shall indemnify Eurex Clearing AG against any damages (*Schäden*) and losses (including, without limitation, any indemnity obligation towards CLS Bank and any properly incurred legal fees (as well as any applicable VAT)), which Eurex Clearing AG incurs as a result of the Clearing Member making or receiving any payments in connection with this Part 3 through any CLS Nostro Bank (including, but not limited, in case a CLS Nostro Bank fails to provide the Relevant Bank Information), provided that such indemnity obligation shall not apply to the extent such damages or losses result from Eurex Clearing AG's negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).
- (2) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Prefunding Amount to the relevant CLS Central Bank Account, the Prefunding Amount Payer shall indemnify Eurex Clearing AG by

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paying on the Settlement Date an amount equivalent to the relevant Prefunding Amount to an account notified to the Prefunding Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Number 3.2.2.3 Paragraph (1) item (ii) and Paragraph (3) shall apply *mutatis mutandis* as if the Prefunding Amount Payer were an Affected Payer Clearing Member.

- (3) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Late Payment Amount to the relevant CLS Central Bank Account, the Late CM which has paid the Late Payment Amount (“**Late Payment Amount Payer**”) shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Late Payment Amount to an account notified to the Late Payment Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Number 3.2.2.3 Paragraph (1) item (ii) and Paragraph (3) shall apply *mutatis mutandis* as if the Late Payment Amount Payer were an Affected Payer Clearing Member.

3.9 Use and Disclosure of Data

3.9.1 Use of data provided by Eurex Clearing AG

A Clearing Member may not use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of complying with an obligation vis-à-vis a competent regulatory authority.

3.9.2 Consent to disclose data to CLS Bank

The Clearing Member consents to the disclosure, to the extent permitted by applicable law, by Eurex Clearing AG to CLS Bank of all data in respect of the Clearing Member that are required for the making and settlement of payments to and from such Clearing Member through the CLS CCP Service in connection with this Part 3.

3.10 Limitation of liability

Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of CLS Bank, unless CLS Bank violates any of its essential obligations (*wesentliche Vertragspflichten*) in connection with providing the CLS CCP Service with respect to OTC FX Transactions. An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and in which the Clearing Member trusts and may trust. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted to damages typically foreseeable at the time of granting the Clearing License. This Number 3.10 shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

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3.11 Testing and trialling

Each Clearing Member shall (i) upon request by Eurex Clearing AG participate in the testing and trialling carried out by CLS Bank in connection with the CLS CCP Service and (ii) on a quarterly basis and/or upon request by Eurex Clearing AG participate in the testing and trialling with respect to OTC Currency Transactions and the FX Hedging Transactions (in each case of (i) and (ii) above, the “**Testing and Trialling**”). The Clearing Member shall induce its CLS Nostro Bank(s) to also participate in the Testing and Trialling.

3.12 Suspension of Clearing

If one or more of a Clearing Member's CLS Nostro Banks (i) fail to (A) participate in the Testing and Trialling as set out in Number 3.11, (B) apply the standard customary for nostro banks in carrying out payment instructions received by the Clearing Member or (C) provide the Relevant Bank Information or (ii) become subject to any of the events set out in Chapter I Part 1 Number 7.2.1 Paragraphs (5), (7) or (8), then Eurex Clearing AG may one or more times suspend or limit the Clearing of new OTC FX Transactions of such Clearing Member in accordance with Chapter I Part 2 Subpart A Number 6.2 which shall apply *mutatis mutandis*.

3.13 CLS Nostro Bank

- (1) Each Clearing Member undertakes to ensure that its CLS Nostro Banks will provide any Relevant Bank Information.
- (2) A Clearing Member is allowed to substitute one or more of its CLS Nostro Banks, if (i) Eurex Clearing AG has received at least 90 calendar days' prior written notice of such substitution and (ii) the substitute CLS Nostro Bank has been recognised and approved by Eurex Clearing AG (such recognition and approval is, *inter alia*, subject to the CLS Nostro Bank's successful participation in the Testing and Trialling). For the avoidance of doubt, if the recognition and approval process of the substitute CLS Nostro Bank takes longer than 90 calendar days, the substitution shall only become effective after such recognition and approval. Subject to the previous sentences, if the substitution of the CLS Nostro Bank(s) does not result in the reduction of the respective GBP Maximum Amount and USD Maximum Amount of any of the other Clearing Members applicable at the time of the proposed substitution, Eurex Clearing may agree to a shorter notice period.
- (3) If a Clearing Member's CLS Nostro Bank becomes subject to (i) any of the events set out in Chapter I Part 1 Number 7.2.1 Paragraphs (5), (7) or (8) or (ii) any recovery and resolution measures pursuant to the Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen*), or any similar measure under foreign law, or Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, or any similar measure under

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foreign law, then Eurex Clearing AG has the right to request the substitution of the Clearing Member's CLS Nostro Bank with a substitute CLS Nostro Bank recognised and approved by Eurex Clearing AG without undue delay.

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Part 4 Clearing of OTC XCCY Transactions

4.1 General Provisions

4.1.1 Applicable General Provisions

The general provisions of Part 1 and Part 3 (to the extent that the provisions of Part 3 expressly refer to OTC XCCY Transactions and/or OTC Currency Transactions) apply to all cross currency swap transactions traded over-the-counter to be cleared by Eurex Clearing AG ("**OTC XCCY Transactions**"), except where deviating or supplementary provisions for OTC XCCY Transactions are set out in this Part 4.

4.1.2 Determination of Transactions to be included in the Clearing

- (1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 4.1.5.1 below, Eurex Clearing AG determines the OTC XCCY Transactions to be included in the Clearing of Eurex Clearing AG.
- (2) Where a trade record transmitted via an ATS containing an OTC XCCY Transaction recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Numbers 4.2 and 4.3 below, such as e.g. optional or mandatory early termination provisions, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to a CCP Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

4.1.3 Additional Requirements for an OTC Currency Product Clearing License to clear OTC XCCY Transactions

The OTC Currency Products Clearing License granted pursuant to Part 3 Number 3.1.3 entitles the Clearing Member to clear also OTC XCCY Transactions as further set out in Part 3 Number 3.1.3 if the applicant is a participant in an ATS designated by Eurex Clearing AG on its website (www.eurexclearing.com) in respect of OTC XCCY Transactions and the applicant has opted to clear OTC XCCY Transactions.

4.1.4 CTM XCCY Transactions and STM XCCY Transactions

- (1) A Clearing Member may, by way of an XCCY STM Election, elect that all (but not some only) of its STM Eligible XCCY Transactions shall be cleared as STM XCCY Transactions. In the case of Existing STM Eligible XCCY Transactions, the CTM XCCY Transactions shall be established as STM XCCY Transactions on the XCCY STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible XCCY Transactions, the OTC XCCY Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM XCCY Transactions upon such novation pursuant to Paragraph (3) below

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- (2) If an XCCY STM Election is made, all Existing STM Eligible XCCY Transactions shall be amended on the XCCY STM Effective Date as follows:
- (a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 4.2.1 Paragraph (5) shall arise under the relevant STM XCCY Transaction; and
 - (b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible XCCY Transaction and with respect to which a Redelivery Claim exists immediately prior to the XCCY STM Effective Date shall be rededicated as XCCY STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM XCCY Transaction as of the Business Day immediately preceding the XCCY STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible XCCY Transaction shall expire.
- (3) If an XCCY STM Election is made, the relevant Original STM Eligible XCCY Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the XCCY STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 4.2.1 Paragraph (5) shall arise under the relevant STM XCCY Transaction.
- (4) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 4.2.1 Paragraph (5) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM XCCY Transaction.
- (5) For the purposes of this Chapter VIII,
- (a) **“CTM XCCY Transaction”** means an OTC XCCY Transaction in respect of which the Variation Margin Requirement and XCCY PAI as set out in Number 4.1.7 Paragraphs (2) and (3) apply.
 - (b) **“Existing STM Eligible XCCY Transaction”** means a CTM XCCY Transaction that is an Own Transaction and was created as a CTM XCCY Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the XCCY STM Election.
 - (c) **“Original STM Eligible XCCY Transaction”** means an Own Transaction that is an OTC XCCY Transaction and is created by way of novation pursuant to Part 1 Number 1.2.1.
 - (d) **“XCCY STM Effective Date”** means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the XCCY STM Election.

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- (e) “**XCCY STM Election**” means the election by the Clearing Member that all (but not some only) of its Own Transactions which are OTC XCCY Transactions shall be Settled-to-Market.
- (f) “**STM Eligible XCCY Transactions**” means, with respect to a Clearing Member, all of its (i) Existing STM Eligible XCCY Transactions, (ii) Original STM Eligible XCCY Transactions and (iii) Own Transactions that are OTC XCCY Transactions and are created upon novation pursuant to Number 4.8.

4.1.5 Novation Criteria and Process Regarding OTC XCCY Transactions

With regard to the novation of OTC XCCY Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

4.1.5.1 Transaction Type Specific Novation Criteria

The following Transaction Type specific novation criteria must be fulfilled for OTC XCCY Transactions (based on the trade record transmitted to Eurex Clearing AG via the ATS):

(1) Categories of OTC XCCY Transactions

The OTC XCCY Transaction must be a mark-to-market cross currency swap.

(2) Currency pairs

The Currency Pair (as defined in Part 3 Number 3.1.5.1 Paragraph (2)) must be either (i) EUR/USD or (ii) GBP/USD.

The initial exchange payments and final exchange payments of both parties must not be made in the same currency and the floating amounts payable by each party must be denominated in the same currency as the initial exchange payments made by the respective other party.

(3) Payment types

The initial exchange payments and the trade related fee payments to be made by the parties with respect to the relevant OTC XCCY Transaction are defined at the conclusion of the contract. Payments in respect of the MTM Amount (as defined in Section 10.5 of the 2006 ISDA Definitions) are determined in accordance with the terms of the relevant OTC XCCY Transaction and Number 4.2.6. The interest rate payments by the parties must be floating rate versus floating rate.

Payments of any interest amounts due under the OTC XCCY Transaction (other than fees) must be in arrears (and not prior to or at the beginning of a calculation period).

Fees relating to the termination are settled one Business Day after the termination date. In case of maturity, fees are settled on the maturity date.

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(4) Maximum remaining term

The remaining term of the OTC XCCY Transaction between the date of novation and the termination date must be no more than the sum of the Preliminary Remaining Term and the IMM Extension.

“IMM Dates” means the third Wednesday of March, June, September and December (i.e., between the 15th and 21st, whichever such day is a Wednesday), and IMM stands for the International Money Market.

“IMM Extension” means the period beginning immediately at the end of the Preliminary Remaining Term and ending on the date that is two IMM Dates following the end of the Preliminary Remaining Term.

“Preliminary Remaining Term” means the period between the date of novation and a date which is no more than 50 years following the date of novation.

(5) Minimum remaining term

The minimum period of an OTC XCCY Transaction between the date of novation and the termination date must be at least 3 months.

(6) Shortened or extended calculation period (stub period)

Any non-standard shortened or extended calculation period (**“XCCY Stub Period”**), if any, must meet the following criteria:

- (a) a short or long first calculation period (**“XCCY Front Stub Period”**) and a short or long last calculation period (**“XCCY Back Stub Period”**) may be specified for OTC XCCY Transactions, provided that the OTC XCCY Transaction can either have a XCCY Front Stub Period or a XCCY Back Stub Period. If both floating rate payment legs have a XCCY Stub Period, these have to be of the same type, *i.e.* both XCCY Front Stub Periods or both XCCY Back Stub Periods.
- (b) The minimum period length of short XCCY Stub Periods is one Business Day. The maximum period length for long XCCY Stub Periods is one year and one month for floating rate payments in EUR and GBP and seven months for floating rate payments in USD.
- (c) The floating rates for XCCY Stub Periods must be specified in the trade record submitted via the ATS as follows:
 - (aa) in case of a XCCY Front Stub Period, the applicable first fixed floating rate for the XCCY Stub Period is specified as such;
 - (bb) a floating rate index tenor is specified, which is used for the fixing in respect of the XCCY Stub Period. The following tenors (W = week(s), M = month(s), Y = year) are eligible: in case the currency is EUR: 1W, 2W, 1M, 2M, 3M, 6M, 9M, 1Y, in case the currency is GBP: 1W, 1M, 2M, 3M, 6M, 1Y and in case the currency is USD: 1W, 1M, 2M, 3M, 6M. Only

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neighbouring tenors of the XCCY Stub Period length are allowed (e.g. 2M or 3M for XCCY Stub Period length 2M+1W);

- (cc) linear interpolation is specified, *i.e.* the floating rate for the relevant XCCY Stub Period is to be interpolated linearly between two specified rate index tenors. The interpolation tenors must be the two neighbours of the XCCY Stub Period length (e.g. 2M and 3M for XCCY Stub Period length 2M+1W). The eligible tenors are the same as for the method set out under lit. (bb) above; or
- (dd) a floating rate index tenor is specified, which is used for the fixing in respect of the XCCY Stub Period. The following tenors (W = week(s), M = month(s), Y = year) are eligible: in case the currency is EUR 3W, 4M, 5M, 7M, 8M, 10M, 11M, in case the currency is GBP: 2W, 4M, 5M, 7M, 8M, 9M, 10M, 11M and in case the currency is USD: 2W, 4M, 5M, 7M. In this case, a linear interpolation as laid out in lit. (cc) above will be applicable.

(7) Floating rate indices

The floating rate index (Floating Rate Option) must be one of the following:

- (a) EUR-EURIBOR-Reuters
- (b) GBP-LIBOR-BBA
- (c) USD-LIBOR-BBA

where the payment is between the period end date and the second Business Day following the period end date. The fixing is between ten Business Days prior to the period start date and the period start date.

(8) Floating rate spread

Spreads may apply to the floating rates under the OTC XCCY Transactions. Spreads can be positive, zero or negative. Spreads applicable to an OTC XCCY Transaction must be constant; floating rate spread schedules are not supported.

(9) Calculation periods

The calculation periods for payments of floating amounts under the relevant OTC XCCY Transaction must be three months (except for XCCY Stub Periods).

If a payment date for a floating rate payment is adjusted in accordance with any applicable business day convention, the number of days in the relevant calculation period may either be adjusted to the new payment date or remain unadjusted, which is to be specified in the trade record submitted via the ATS.

The start and end dates of a calculation period have to be identical for each swap leg.

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(10) Notional amount

The minimum notional amount must be 0.01; the notional amount is denominated in USD.

(11) Day count conventions

The day count conventions applicable to the OTC XCCY Transactions must be as follows: for payments in EUR and USD: Act/360 and in GBP: Act/365.

(12) Business Days

For purposes of defining the applicable Business Day, details of the relevant financial/business centre(s) or terms, which must be TARGET (EUTA), New York (USNY) or London (GBLO) must be provided.

(13) Business Day Convention

The business day convention must be one of the following: (i) Following, (ii) Modified Following or (iii) Preceding.

(14) Caps, floors, collars

OTC XCCY Transactions where one or both floating rates are subject to a cap, floor or a collar are not eligible.

(15) Start date

OTC XCCY Transactions may be spot starting, forward starting or starting in the past (backloading).

(16) Break Clauses

Break clauses (*Kündigungsrechte*) are not eligible for OTC XCCY Transactions. If Original OTC Transactions containing break clauses are submitted to Eurex Clearing AG for clearing, such break clauses will not be recognised in course of the novation.

4.1.5.2 Documentation of Original OTC Transactions

- (1) In the trade record submitted via the ATS in respect of OTC XCCY Transactions, one of the following master agreements may be specified as the contractual basis of an Original OTC Transaction: (i) the 1992 ISDA Master Agreement or the 2002 ISDA Master Agreement, (ii) the German Master Agreement for Financial Derivatives Transactions (*Rahmenvertrag für Finanztermingeschäfte*) or (iii) the AFB/BBF Master Agreement.
- (2) Irrespective of the documentation of the Original OTC Transaction, the specific product-related terms for OTC XCCY Transactions set out in Number 4.3 below shall apply to all OTC XCCY Transactions.

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- (3) By entering into the relevant Clearing Agreement, the Clearing Member declares vis-à-vis Eurex Clearing AG that it has received a copy of the 2006 ISDA Definitions, as published by ISDA, and any supplements issued thereto as of the date of such Clearing Agreement.

The Clearing Member further agrees to the passing on to ISDA of their company name and their company address in the context of the delivery to it of the documents referred to in the foregoing paragraph.

4.1.5.3 Bulk Backloading of Original OTC XCCY Transactions

- (1) An Original OTC Transaction that has a Trade Date which falls more than ten Business Days prior to the date of submission to Eurex Clearing AG and in respect of which the initial exchange of payments has already been settled bilaterally will be considered as a backloaded trade (“**Bulk Backloaded Original OTC XCCY Transaction**”).
- (2) The novation and clearing process for Bulk Backloaded Original OTC XCCY Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.
- (3) Bulk Backloaded Original OTC XCCY Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC XCCY Transactions which are submitted prior to 3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.
- (4) The novation process for OTC Bulk Backloaded Original Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.
- (5) At 3:00 p.m. (Frankfurt am Main time) and 5:00 p.m. (Frankfurt am Main time) on each Business Day Eurex Clearing AG will make available to the Clearing Member a preliminary report indicating the Bulk Backloading Original OTC XCCY Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 4.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.
- (6) Bulk Backloaded Original OTC XCCY Transactions which, on the day of submission, fulfil all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).
- (7) For Bulk Backloaded Original OTC XCCY Transactions which, on the day of submission, fulfil all novation criteria except for the provision of the Eligible Margin

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Assets necessary to cover the margin requirement Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account of the Clearing Member in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the margin requirement referred to in the foregoing sentence relates and accordingly will constitute Elementary Proprietary Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member.

- (8) A Clearing Member may subsequently cancel the submission with respect to any Bulk Backloading Original OTC Transaction submitted to Eurex Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that
- (i) the cancellation request is entered by the Clearing Member into the system of, and received by, Eurex Clearing AG, and
 - (ii) the other Clearing Member that is a party to the relevant Transaction has given its prior consent in the system of Eurex Clearing AG.

4.1.6 Daily Evaluation Price

Eurex Clearing AG determines the daily evaluation price on the basis of (i) the fixings published on the Reuters Screen page as defined for the relevant floating rate determined in accordance with Number 4.2.7 Paragraph (1) below and (ii) the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider, in each case as of the day of the determination of the daily evaluation price (each such day a "Reset Date" for the purposes of Number 4.2.7 Paragraph (1)). Where no information on the relevant rates is available on the relevant screen page, Eurex Clearing AG will determine the daily evaluation price based on quotes obtained from major banks in accordance with Number 4.2.7 Paragraph (5) below.

4.1.7 Margin Requirements

The basic provisions for the margin requirements are set forth in Chapter I Part 1 Number 3 together with Chapter I Part 2 Subpart A Numbers 4 and 6, Subpart B Numbers 5 and 6 and Subpart C Numbers 6 and 7, Chapter I Part 3 Subpart A Numbers 5 and 6 and Chapter I Part 4 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

- (1) The applicable Margin Type with respect to CTM XCCY Transactions shall be Initial Margin, Variation Margin and Settlement Compensation Margin (as defined in Part 3 Number 3.1.7 Paragraph (5)); Variation Margin shall be provided in USD cash

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amounts only. The applicable Margin Type with respect to STM XCCY Transactions shall be Initial Margin and Settlement Compensation Margin.

- (2) The Variation Margin Requirement and/or any Redelivery Amount (each as defined in Chapter I Part 2 Subpart A Number 5), as the case may be, for CCP Transactions that are OTC XCCY Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (as set out in Number 4.1.6) as follows: For each outstanding CCP Transaction concluded prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the CCP Transaction on the relevant Business Day and the previous Business Day. For CCP Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including coupon payments, principal exchange payments, periodical resets and trade related fees) on the current Business Day are added and the trade related cash flows (including coupon payments, principal exchange payments, periodical resets and trade related fees (if any)) on the next Business Day of the respective currency are subtracted.

The Variation Margin Requirement and/or any Redelivery Amount shall be calculated in USD with respect to each CTM XCCY Transaction in accordance with the following formula:

$$VM_{\$}(t) = NPV_{\$}(t) - NPV_{\$}(t-1) + CF_{\$}(t) - CF_{\$}(t+1) + CF_{\text{€},\text{£}}(t) \cdot FX(t-1) - CF_{\text{€},\text{£}}(t+1) \cdot FX(t)$$

where:

$FX(t)$ denotes the FX spot rate at time t for EUR/USD or GBP/USD;

$CF(t)$ denotes trade related cash flows in the respective currency at time t; and

$NPV(t)$ denotes the net present value of the trade at time t.

- (3) In addition to Variation Margin, Eurex Clearing AG shall charge to the Clearing Member interest (the so-called price alignment interest (“XCCY PAI”)) at the applicable overnight interest rate. XCCY PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin over the lifetime of the portfolio. The cumulative Variation Margin of the previous Business Day corresponds to the value of the XCCY portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member’s perspective, the value of the XCCY portfolio is positive, Eurex Clearing AG will charge XCCY PAI to the Clearing Member. If the overnight interest rates are positive and from a Clearing Member’s perspective, the value of the XCCY portfolio is negative, Eurex Clearing AG will credit XCCY PAI to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit XCCY PAI to the

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Clearing Member if, from a Clearing Member's perspective, the value of the XCCY portfolio is positive and will charge XCCY PAI to the Clearing Member if from a Clearing Member's perspective, the value of the XCCY portfolio is negative.

XCCY PAI shall be calculated and payable on each Business Day with respect to each CTM XCCY Transaction in accordance with the formulas set out in Part 3 Number 3.1.7 Paragraph (3).

- (4) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 Paragraph (1) (a) Sentence 1 and Chapter I Part 1 Number 1.3.1 Paragraph (2) (a) (aa) apply.
- (5) In addition to Eurex Clearing AG's right to demand Settlement Compensation Margin from a Clearing Member in accordance with Part 3 Number 3.1.7 Paragraph (5), Eurex Clearing AG shall also be entitled to demand, at any time during a Business Day, from a Clearing Member margin – as part of the Settlement Compensation Margin – in an amount determined by Eurex Clearing AG to be adequate to compensate Eurex Clearing AG for any costs and/or expenses which it has occurred or may incur in connection with entering into and performing its obligations under Number 4.4. Such margin shall also constitute Settlement Compensation Margin and the provisions of Part 3 Number 3.1.7 Paragraph (5) apply.
- (6) Any payments in respect of Variation Margin, XCCY PAI and trade related fees to be made by the Clearing Member to Eurex Clearing AG shall be made on a net basis and directly to the relevant CLS Central Bank Account (as defined in Part 3 Number 3.1.7 Paragraph (6)) through the CLS CCP Service. Where in this Part 4 a payment is specified to be made on a net basis, this shall relate to any payment made through the CLS CPP Service pursuant to Part 3 and this Part 4 which is also specified to be made on a net basis.

Any payments in respect of Variation Margin and XCCY PAI to be made by Eurex Clearing AG to the Clearing Member shall be made on a net basis and directly to relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

4.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6.

4.1.9 Calculation Agent

The Calculation Agent shall calculate the floating amounts (including the determination of the applicable floating rate) as well as any close-out amounts or cash settlement amounts that (a) are payable upon termination or novation of CCP Transactions and (b) are to be determined by the Calculation Agent pursuant to this Part 4. To the extent calculations, determinations or other action have to be made or taken under the 2006 ISDA Definitions, Section 4.14 of the 2006 ISDA Definitions shall apply provided that any

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notices to be given by Eurex Clearing AG in its capacity as Calculation Agent will be made available by Eurex Clearing AG in its system for purposes of CCP Transactions. For the avoidance of doubt, in its capacity as Calculation Agent, the liability of Eurex Clearing AG shall be restricted in accordance with the provisions set out in Chapter I Part 1 Number 14.1.2 of the Clearing Conditions.

4.2 General product-related terms for OTC XCCY Transactions

The following general product-related terms shall apply to the OTC XCCY Transactions provided for in Numbers 4.3 and 4.4.

4.2.1 Payment Obligations

- (1) The relevant Clearing Member and Eurex Clearing AG shall pay the amounts payable under and in accordance with the terms of the relevant CCP Transaction as specified in the relevant OTC Trade Novation Report on the basis of the trade record submitted via the ATS in respect of OTC XCCY Transactions and which are as follows:
 - (a) subject to Number 4.4 in connection with Part 3 Number 3.3.3.2, the relevant Clearing Member and Eurex Clearing AG each agree to pay to the respective other party the floating amounts as determined in accordance with Number 4.2.4 and as applicable to each of the parties on the relevant Floating Rate Payer Payment Dates;
 - (b) subject to Number 4.4 in connection with Part 3 Number 3.3.3.2, (i) as regards the initial exchange of payments under the OTC XCCY Transaction, one party ("**XCCY Party A**") agrees to pay to the other party ("**XCCY Party B**") on the relevant Initial Exchange Date the Initial Exchange Amount 1 against the payment by XCCY Party B of the Initial Exchange Amount 2 and (ii) as regards the final exchange of payments under that OTC XCCY Transaction XCCY Party A agrees to pay XCCY Party B on the relevant Final Exchange Date the Final Exchange Amount 1 against the payment by XCCY Party B of the Final Exchange Amount 2; the obligation of both parties to make the initial exchange of payments and the obligation of both parties to make the final exchange of payments under the OTC XCCY Transactions are entered into simultaneously;
 - (c) subject to Number 4.4 in connection with Part 3 Number 3.3.3.2, the relevant Clearing Member and Eurex Clearing AG each agree to pay – if, according to the terms of the relevant OTC XCCY Transaction and Number 4.2.6, they are the party required to do so – to the respective other party the MTM Amount (if any) with USD being the Variable Currency (as defined in Section 10.2 of the 2006 ISDA Definitions) on the relevant Floating Rate Payer Payment Dates; and

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- (d) the Clearing Member shall pay the relevant Prefunding Amount, if any, to Eurex Clearing AG in accordance with Part 3 Number 3.2.1 Paragraphs (1)(d) and (2).

Subject to Number 4.2.2.3 and this Number 4.2.1 Paragraph (1)(d), any payments to be made by the Clearing Member to Eurex Clearing AG under this Number 4.2.1 (other than payments by the Clearing Member with respect to any Prefunding Amount) shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant CLS Central Bank Account through the CLS CCP Service no later than the CLS Cut-Off Time (as timing is of the essence). The provisions of Section 376 German Commercial Code (*Handelsgesetzbuch*) shall, however, not apply.

A payment to be made by the Clearing Member to Eurex Clearing AG in respect of (an) OTC XCCY Transaction(s) (including payments with respect to Variation Margin, XCCY PAI, XCCY STM Amounts, XCCY PAA and trade related fees but excluding payments with respect to any relevant Prefunding Amount, Investment Loss Shortage Amount, Margin or Settlement Compensation Margin) on a relevant payment date shall be referred to as the “**Relevant XCCY Payment**”.

Subject to Number 4.2.1 Paragraph (2) in connection with Number 3.2.1 Paragraph (2)(a), any payments to be made by Eurex Clearing AG to the Clearing Member under this Number 4.2.1 shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

- (2) The provisions with respect to Prefunding Amounts as set out in Part 3 Number 3.2.1 Paragraph (2) apply.
- (3) Payments of floating amounts due on the relevant next Floating Rate Payer Payment Date after the date on which novation of the relevant Original OTC Transaction has taken place shall be effected in accordance with the Clearing Conditions for the entire calculation period. This also applies if part of the calculation period has already elapsed at the day of novation.
- (4) Payments under the relevant OTC XCCY Transaction will not be owed under the relevant CCP Transaction and are not subject to these Clearing Conditions in case these payments were due on or before the day of novation.
- (5) The following additional primary payment obligations apply under STM XCCY Transactions:
- (a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an XCCY STM Amount on each Business Day (i) from (and including) the XCCY STM Effective Date (in case an STM XCCY Transaction was an Existing STM Eligible XCCY Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM XCCY Transaction was an Original STM Eligible XCCY Transaction) or the date of novation pursuant to Number 4.8.2, as

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relevant, (ii) to (and including) the earlier of the “Termination Date” of the STM XCCY Transaction (as specified in the relevant OTC Trade Novation Report), the date of the cancellation pursuant to Number 4.8.2, or the date of a termination pursuant to Number 4.10, as relevant (the relevant date under (ii) is the “**XCCY Last STM Amount Payment Date**”).

“**XCCY STM Amount**” means an amount which shall equal the profit or loss amount determined with respect to an outstanding STM XCCY Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 4.1.6) as follows: For STM XCCY Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM XCCY Transaction concluded (whether as STM XCCY Transaction or CTM XCCY Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM XCCY Transaction on the relevant Business Day and the previous Business Day. On the XCCY Last STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM XCCY Transaction of the previous Business Day and zero. Additionally, the XCCY STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The XCCY STM Amount shall be calculated in USD with respect to each STM XCCY Transaction in accordance with the following formula:

$$\begin{aligned}
 XCCY\ STM\ Amount_{\S}(t) &= NPV_{\S}(t) - NPV_{\S}(t-1) + CF_{\S}(t) - CF_{\S}(t+1) + CF_{\text{€},\text{£}}(t) \cdot FX(t-1) \\
 &\quad - CF_{\text{€},\text{£}}(t+1) \cdot FX(t)
 \end{aligned}$$

where:

$FX(t)$ denotes the FX spot rate at time t for EUR/USD or GBP/USD;

$CF(t)$ denotes trade related cash flows in the respective currency at time t; and

$NPV(t)$ denotes the net present value of the trade at time t.

- (b) A price alignment amount (“**XCCY Price Alignment Amount**” or “**XCCY PAA**”) shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the XCCY STM Amount. The XCCY PAA corresponds to the overnight interest paid or received on the cumulative XCCY STM Amounts over the lifetime of the STM XCCY Transaction. The cumulative XCCY STM Amounts of the previous Business Day correspond to the value of the STM XCCY Transaction on the previous Business Day.

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If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM XCCY Transaction is positive, Eurex Clearing AG will charge the XCCY Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM XCCY Transaction is negative, Eurex Clearing AG will credit the XCCY Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the XCCY Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM XCCY Transaction is positive and will charge the XCCY Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM XCCY Transaction is negative.

XCCY PAA shall be calculated on each Business Day with respect to each STM XCCY Transaction in accordance with the following formulas.

$$XCCY\ PAA(T) = -MtM_exCF(T-1) * ONR(T-1, T) * YF(T, T+1)$$

where:

"MtM_exCF(T-1) = MtM(T-1) - CF(T)" is the present value of the previous Business Day excluding today's trade related cash flows;

"ONR(T-1, T)" is the overnight rate valid from the previous Business Day to today; and

"YF(T, T+1)" the year fraction from today to the next Business Day.

- (6) If after adjustment in accordance with the applicable Business Day Conventions:
- (a) in case of the Currency Pair EUR/USD, payments of any amount payable under the relevant CCP Transaction become due on a payment date which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day and (iii) a New York Banking Day, such payments shall become payable on the Adjusted EUR/USD Payment Date; and
 - (b) in case of the Currency Pair GBP/USD, payments of any amount payable under the relevant CCP Transaction become due on a payment date which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day, (iii) a London Banking Day and (iv) a New York Banking Day, such payments shall become payable on the Adjusted GBP/USD Payment Date.

In case of (a) above, for the period from (and including) the scheduled payment date until (and excluding) the next Adjusted EUR/USD Payment Date, interest will be payable by the payer of the relevant amount payable at a rate equal to EONIA (in case of Euro payments) or FEDFUND (in case of USD payments).

In case of (b) above, for the period from (and including) the scheduled payment date until (and excluding) the next Adjusted GBP/USD Payment Date, interest will be

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payable by the payer of the relevant amount payable at a rate equal to SONIA (in case of GBP payments) or FEDFUND (in case of USD payments).

“**Adjusted EUR/USD Payment Date**” means with respect to a day which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day and (iii) a New York Banking Day, the next day which is a TARGET Settlement Day, a CLS Settlement Day and a New York Banking Day.

“**Adjusted GBP/USD Payment Date**” means with respect to a day which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day, (iii) a London Banking Day and (iv) a New York Banking Day, the next day which is a TARGET Settlement Day, a CLS Settlement Day, a London Banking Day and a New York Banking Day.

4.2.2 Discharge of payment obligations through CLS CCP Service

4.2.2.1 Discharge of payment obligations of a Clearing Member

As regards the discharge of any payment obligation of a Clearing Member arising under this Part 4 towards Eurex Clearing AG, the provisions of Part 3 Number 3.2.2.1 apply.

4.2.2.2 Discharge of payment obligations of Eurex Clearing AG

Subject to Number 4.2.2.3, as regards the discharge of any payment obligation of Eurex Clearing AG arising under this Part 4 towards a Clearing Member, the provisions of Part 3 Number 3.2.2.2 apply.

4.2.2.3 Discharge of payment obligations in case of unavailability of CLS CCP Service

If the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank), the provisions of Part 3 Number 3.2.2.3 apply.

4.2.2.4 Finality of payments processed through CLS CCP Service

As regards the finality of Payment Transfer Orders given by or on behalf of a Clearing Member to one or more of its CLS Nostro Bank(s) or by Eurex Clearing AG to CLS Bank in respect of payment obligations arising under this Part 4, the provisions of Part 3 Number 3.2.2.4 apply.

4.2.3 References to Market Standard OTC XCCY Documentation

- (1) Notwithstanding any selection of the 2000 ISDA Definitions and/or the 2006 ISDA Definitions in the trade record to be transmitted via the ATS in respect of OTC XCCY Transactions and subject to Number 4.2.7 below, the 2006 ISDA Definitions as published by ISDA shall apply to all OTC XCCY Transactions.
- (2) All terms defined in the 2006 ISDA Definitions which are used in this Chapter VIII shall have the meaning given to them in the 2006 ISDA Definitions unless otherwise defined herein. In the event of any inconsistency between the 2006 ISDA Definitions

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on the one hand and the Clearing Conditions on the other hand, the Clearing Conditions shall prevail.

- (3) For the purposes of this Part 4, references in the 2006 ISDA Definitions to a “Swap Transaction” and/or “Mark-to-Market Currency Swap” shall be considered to be references to a CCP Transaction that is an OTC XCCY Transactions. Any reference in the 2006 ISDA Definitions to a “Confirmation” shall be a reference to the Clearing Conditions in conjunction with the relevant OTC Trade Novation Report.
- (4) Notwithstanding the fact that the Clearing Conditions (including this Chapter VIII and the market standard documentation incorporated therein by reference) are governed by the laws of Germany, the terms and provisions of the 2006 ISDA Definitions shall be interpreted in accordance with international market practice for OTC XCCY Transactions and shall be given the same meaning as they would have in English law-governed OTC XCCY transactions entered into on the basis of documentation published by ISDA.

4.2.4 Calculation of Floating Amounts

- (1) Eurex Clearing AG will calculate the respective **floating amounts** on the basis of the following formulae:

Floating Amount 1 = Floating Rate Payer 1 Currency Amount x (Floating Rate 1 +/- Spread 1) x Floating Rate Day Count Fraction 1; and

Floating Amount 2 = Floating Rate Payer 2 Currency Amount x (Floating Rate 2 +/- Spread 2) x Floating Rate Day Count Fraction 2.

If Floating Rate Payer 1 is the Variable Currency Payer, the Floating Rate Payer 1 Currency Amount for a relevant Calculation Period will be the Variable Currency Amount as determined in accordance with the provision set out below for that Calculation Period.

If Floating Rate Payer 2 is the Variable Currency Payer, the Floating Rate Payer 2 Currency Amount for a relevant Calculation Period will be the Variable Currency Amount as determined in accordance with the provision set out below for that Calculation Period.

“Variable Currency Amount” means, in respect of any Calculation Period, the Currency Amount in respect of the Variable Currency Payer, which will be:

- (i) for the first Calculation Period, the Currency Amount specified in respect of the Variable Currency Payer in the relevant OTC Trade Novation Report or, if such a Currency Amount is not specified, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for such Calculation Period; and

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- (ii) for each subsequent Calculation Period, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for such Calculation Period.
- (2) If the floating amount payable by a party on a Floating Rate Payer Payment Date is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then the floating amount payable by that party on that Floating Rate Payer Payment Date will be deemed to be zero and the other party will pay to that party the absolute value of the negative floating amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period.

4.2.5 Rates for calculating the Floating Amounts

- (1) The applicable Relevant Rate applied by Eurex Clearing AG in calculating floating amounts will be set out in the OTC Trade Novation Report on the basis of the floating rate index specified in the trade record transmitted to Eurex Clearing AG via the ATS whereby:
- (a) **“EUR-EURIBOR-Reuters”** means the rate for a Reset Date which will be the rate for Euro deposits for a period until the Designated Maturity which appears on the Reuters Screen EURIBOR01 Page as of 11:00 a.m., Brussels time. If a corrected rate is delivered till 15:00 Brussels time, then this rate will be used.
 - (b) **“GBP-LIBOR-BBA”** means the rate for a Reset Date which will be the rate for deposits in GBP for a period until the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time.
 - (c) **“USD-LIBOR-BBA”** means the rate for a Reset Date which will be the rate for deposits in USD for a period until the Designated Maturity which appears on the Reuters Screen LIBOR01Page as of 11:00 a.m., London time.
 - (d) Fallback index level: In case one of the rates under items (a) to (c) above is not published by the relevant body at the respective usual time, Eurex Clearing AG sets the relevant rate used for the calculation of floating amounts in its reasonable discretion.
 - (e) Successor index: In case a floating rate index is discontinued to be published by the relevant body, Eurex Clearing AG sets a successor index in its reasonable discretion taking into account relevant guidance notes of ISDA.
- (2) **“Reset Date”** means, for an OTC XCCY Transaction or a party, each day specified as such in the OTC Trade Novation Report for the OTC XCCY Transaction or that party, subject to adjustment in accordance with the applicable business day convention specified in the OTC Trade Novation Report, in each case on the basis of the data relating to reset dates as transmitted to Eurex Clearing AG via the ATS. If an adjustment in accordance with that business day convention would cause a Reset Date to fall on the Payment Date in respect of the Calculation Period to which

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that Reset Date relates, the Reset Date shall be the first Business Day preceding the date on which the Reset Date would have fallen without any adjustment.

- (3) “**Designated Maturity**” means, in respect of an OTC XCCY Transaction or a party, the period of time specified as index tenor in the OTC Trade Novation Report on the basis of the index tenor data transmitted to Eurex Clearing AG via the ATS.
- (4) If “**Linear Interpolation**” is specified in the trade record transmitted to Eurex Clearing AG via the ATS as applicable with respect to a Calculation Period, the Relevant Rate for a Reset Date shall be determined in accordance with Section 8.3 of the 2006 ISDA Definitions, whereby the Calculation Agent will make such determination in accordance with market practice based on the Best Practice Statement Linear Interpolation published by ISDA on 18 December 2009.

If a Floating Rate is to be determined with respect to a XCCY Stub Period and “Linear Interpolation” is not specified as applicable with respect to such determination, the floating rate for such XCCY Stub Period shall be determined pursuant to Number 4.1.5.1 Paragraph (6) (c) (aa), (bb) or (dd), as applicable.

- (5) Where the Relevant Rate is not available on the relevant screen page, Eurex Clearing AG determines the applicable rate in its reasonable discretion on the basis of the arithmetic mean of the rates at which deposits (in the relevant contractual currency, with an equivalent maturity and in the same, or approximately the same, notional amount) are offered by at least four major banks to prime banks in the relevant interbank market at approximately the time at which the relevant rate should have been available on the applicable screen.

4.2.6 Calculation of MTM Amount

- (1) The MTM Amount will be determined by Eurex Clearing AG for each Calculation Period as an amount, if any, equal to (i) the Variable Currency Amount for the relevant Calculation Period minus (ii) the Variable Currency Amount for the immediately preceding Calculation Period.
- (2) If the MTM Amount is positive, the Constant Currency Payer will pay such amount to the Variable Currency Payer. If the MTM Amount is negative, the Variable Currency Payer will pay the absolute value of that amount to the Constant Currency Payer.

4.2.7 Day Count Conventions

The following Floating Rate Day Count Fractions conventions may be specified in the OTC Trade Novation Report based on the trade record transmitted via the ATS for determining the applicable day count fraction with respect to an OTC XCCY Transaction:

- (1) for EUR and USD: Act/360, which shall have the meaning given to “Act/360” in the 2006 ISDA Definitions; and
- (2) for GBP: Act/365, which shall have the meaning given to “Act/365 (Fixed)” in the 2006 ISDA Definitions.

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4.3 Specific product-related terms for OTC XCCY Transactions

The product-related terms set out below and the expressions defined in the 2006 ISDA Definitions are specified in the relevant OTC Trade Novation Report on the basis of the trade record transmitted via the ATS in respect of OTC XCCY Transactions.

In the case of OTC XCCY Transactions, the 2006 ISDA Definitions and, on their basis, the following terms shall apply:

(a) General Terms

- (i) Trade Date
- (ii) Effective Date
- (iii) Termination Date (subject to adjustment in accordance with any applicable Business Day Convention)
- (iv) Constant Currency Payer
- (v) Variable Currency Payer
- (vi) Constant Currency Amount in Constant Currency
- (vii) Currency Exchange Rate, as specified in the OTC Trade Novation Report for the initial Calculation Period and as determined in accordance with Section 10.2(g)(ii) of the 2006 ISDA Definitions for each subsequent Calculation Period.

(b) Floating Rate Payer 1

- (i) Floating Rate Payer 1
- (ii) Floating Rate Payer 1 Currency Amount, if Floating Rate Payer 1 is the Variable Currency Payer, the Floating Rate Payer 1 Currency Amount will, for each Calculation Period, be the Variable Currency Amount as determined in accordance with Number 4.2.4 Paragraph (1) for that Calculation Period
- (iii) Floating Rate Payer 1 Payment Dates (subject to adjustment in accordance with any applicable Business Day Convention)
- (iv) Floating Rate 1 for initial Calculation Period, if applicable
- (v) Floating Rate 1
- (vi) Designated Maturity 1
- (vii) Spread 1
- (viii) Floating Rate Day Count Fraction 1

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- (ix) Reset Dates 1 (subject to adjustment in accordance with any applicable Business Day Convention)
- (c) Floating Rate Payer 2
 - (i) Floating Rate Payer 2
 - (ii) Floating Rate Payer 2 Currency Amount, if Floating Rate Payer 2 is the Variable Currency Payer, the Floating Rate Payer 2 Currency Amount will, for each Calculation Period, be the Variable Currency Amount as determined in accordance with Number 4.2.4 Paragraph (1) for that Calculation Period
 - (ii) Floating Rate Payer 2 Payment Dates (subject to adjustment in accordance with any applicable Business Day Convention)
 - (ii) Floating Rate 2 for initial Calculation Period, if applicable
 - (iii) Floating Rate 2
 - (iv) Designated Maturity 2
 - (v) Spread 2
 - (vi) Floating Rate Day Count Fraction 2
 - (vii) Reset Dates 2 (subject to adjustment in accordance with any applicable Business Day Convention)
- (d) Initial and Final Exchange
 - (i) Initial Exchange Date (subject to adjustment in accordance with any applicable Business Day Convention)
 - (ii) Initial Exchange Amount 1 and Initial Exchange Amount 2
 - (iii) Final Exchange Date (subject to adjustment in accordance with any applicable Business Day Convention)
 - (iv) Final Exchange Amount 1, if XCCY Party A is the Variable Currency Payer, the Final Exchange Amount 1 will be the Variable Currency Amount as determined in accordance with Number 4.2.4 Paragraph (1) for the final Calculation Period
 - (v) Final Exchange Amount 2, if XCCY Party B is the Variable Currency Payer, the Final Exchange Amount 2 will be the Variable Currency Amount as determined in accordance with Number 4.2.4 Paragraph (1) for the final Calculation Period
- (e) Further Terms
 - (i) Business Days for first currency of the Currency Pair and Business Days for second currency of the Currency Pair

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(ii) Business Day Convention

4.4 Failure to Pay with respect to an OTC XCCY Transaction

If on a relevant Settlement Date the Late CM fails to make a Relevant XCCY Payment in full (taking into account any Prefunding Amount paid by the Late CM) by the CLS Cut-Off Time (this cut-off time also applies if the CLS CCP Service is not available for settlement and settlement is instructed outside CLS pursuant to Number 4.2.2.2), the provisions of Part 3 Number 3.3 shall apply.

4.5 Investment Loss with respect to OTC XCCY Transactions

An Investment Loss (as further set out in Chapter I Part 1 Number 3.4.6) may occur with respect to (i) a Prefunding Amount, (ii) a Late Payment Amount and/or (iii) a Corresponding Pay-In Amount, in each case denominated in a Commercial Bank Currency and in relation to an OTC XCCY Transaction. In such case, the provisions of Part 3 Number 3.4 shall apply.

4.6 Step-In Process and Roll-Over in the case of a Termination

In case a Termination Date has occurred with respect to a Clearing Member, the provisions of Part 3 Number 3.5 shall apply.

4.7 Failure to Pay with respect to FX Swap Line

If an FX Hedge Counterparty fails to perform its payment obligations under the relevant FX Hedging Transaction under the relevant FX Swap Line Agreement, the provisions of Part 3 Number 3.6 shall apply.

4.8 Trade Netting and Accumulation

Eurex Clearing AG may agree with a Clearing Member upon the mutual cancellation (“netting”) and the accumulation of CCP Transactions that are OTC XCCY Transactions provided that such CCP Transactions are part of the same Standard Agreement. In this case, the netting and accumulation shall be carried out on the basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Member. Such agreement may be terminated by the Clearing Member with the effect on the Business Day following the receipt of the termination notice by Eurex Clearing AG.

If (i) Eurex Clearing AG and a Clearing Member have agreed upon the netting and accumulation of CCP Transactions pursuant to this Number 4.8 and (ii) the relevant Clearing Member holds an Interest Rate Derivatives Clearing License, the netting and accumulation shall also be carried out with respect to OTC Interest Rate Derivative Transactions pursuant to Part 2 Number 2.6.

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4.8.1 Inclusion of CCP Transactions in the Netting and Accumulation Process

- (1) All CCP Transactions that are OTC XCCY Transactions are eligible for netting provided that the relevant XCCY Trade Criteria are identical.

“XCCY Trade Criteria” means the commercial terms of the relevant CCP Transactions, in particular:

(i) the following basic criteria:

Currency Pairs, floating rate and rate index tenor, termination date, all future payment dates, current applicable floating rate that has been fixed, day count convention (for each of the relevant floating rate payment obligations of each party), reset date, business day convention; and

(ii) the following additional criteria, as applicable:

with respect to XCCY Stub Periods that have not expired:

stub period start date, stub period length, type of XCCY Stub Period, stub index tenors, manually provided first fixed floating rate.

- (2) With respect to the eligibility of CCP Transactions that are OTC XCCY Transactions for accumulation, Paragraph (1) applies *mutatis mutandis*.
- (3) CCP Transactions will be netted and/or accumulated if the CCP Transactions have been designated for netting and/or accumulation, as the case may be, by the respective Clearing Member in the system of Eurex Clearing AG (“XCCY Optional Netting”). Such designation shall be submitted no later than by 10:00 p.m. (Frankfurt am Main time) on the relevant Business Day.
- (4) Instead of XCCY Optional Netting, a Clearing Member may select that all Own Transactions are netted or accumulated, as the case may be, at the end of each Business Day.

4.8.2 Netting and Accumulation Procedure

- (1) The CCP Transactions selected for netting shall be netted with each other to the maximum extent possible on each netting level. Upon closing of the netting, all CCP Transactions that were netted are cancelled.

The remaining CCP Transactions for which there is no counterposition with which they can be netted may be accumulated and novated to one or more CCP Transaction(s) with the aggregate notional amount of the accumulated CCP Transactions. The CCP Transactions that were accumulated shall be cancelled.

- (2) The CCP Transactions to be accumulated shall be novated to one or more CCP Transaction(s) with the aggregate notional amount of the accumulated CCP Transactions. The CCP Transactions that were accumulated shall be cancelled.

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- (3) The netting or, if applicable, the accumulation of the CCP Transactions will become effective when the OTC Trade Daily Summary Report, in which such event is included, is made available to the Clearing Members.

4.9 Trade Amendment

A Clearing Member may, by means of an entry in Eurex Clearing AG's system, split CCP Transactions. As a result, new CCP Transactions will be created the aggregate nominal amount of which is equal to the nominal amount of the CCP Transaction that was split.

4.10 Early Termination

- (1) A CCP Transaction that is an OTC XCCY Transaction may be early terminated in accordance with Paragraphs (2) to (5) below.
- (2) Any early termination pursuant to this Number 4.10 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members via Eurex Clearing AG's system.
- (3) Without prejudice to the early termination provisions set out in this Number 4.10 and any termination rights a Clearing Member may have pursuant to Chapter I, Clearing Members have no right to exercise any early termination option under any CCP Transaction and no mandatory early termination shall apply to a CCP Transaction. This paragraph shall not restrict the parties to a CCP Transaction to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of the CCP Transaction.
- (4) A CCP Transaction may only be early terminated (i) together with a CCP Transaction between Eurex Clearing AG and another Clearing Member and which has identical terms, (ii) against the payment of a cash settlement amount calculated by the Calculation Agent on the basis of the daily evaluation price (as set out in Number 4.1.5) and (iii) provided that:
- (a) Eurex Clearing AG and both Clearing Members have given their consent to such termination;
 - (b) both Clearing Members were a party to the Original OTC Transaction; and
 - (c) none of the two CCP Transactions created upon novation of the Original OTC Transaction was subject to any netting or accumulation pursuant to Number 4.8.

If both Clearing Members have given their consent to the early termination request in accordance with Number 4.10 Paragraph (4) lit. (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

An early termination pursuant to this Number 4.10 may also be effected with respect to part of a CCP Transaction.

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- (5) Any amounts payable under this Number 4.10 shall be paid directly through the CLS CCP Service.

4.11 Acknowledgements by Clearing Members

The Clearing Members acknowledges that:

- (i) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Number 4.2.2.3 in connection with Part 3 Number 3.2.2.3 – be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member may have already made a payment through the CLS CCP Service to the relevant CLS Central Bank Account and/or (y) the Clearing Member will – in the circumstances set out in Number 4.12 Paragraphs (2) and (3) – be required to indemnify Eurex Clearing AG by paying an amount equivalent to the relevant Prefunding Amount to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member has already paid the Prefunding Amount to Eurex Clearing AG;
- (ii) it is under no obligation to submit Original OTC Transactions for Clearing which result in exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time) on any Settlement Date and that it may reduce its portfolio size in order to avoid exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time);
- (iii) to the extent Eurex Clearing AG is unable to source the Unavailable FX/XCCY Currency Amount through the exercise of its option(s) as set out in Number 4.4 in connection with Part 3 Number 3.3.3.1, Eurex Clearing AG shall be entitled to discharge its payment obligation with respect to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount in the Available Currency as further set out in Number 4.4 in connection with Part 3 Number 3.3.3.2;
- (iv) in the case of Extraordinary Circumstances, Eurex Clearing AG shall be entitled to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on the relevant Settlement Date until the next Business Day as further set out in Number 4.4 in connection with Part 3 Number 3.3.3.3;
- (v) it shall pay the Prefunding Amount Investment Loss Shortage Amount or Late Payment Amount Investment Loss Shortage Amount (which can be an amount up to the relevant Prefunding Amount or Late Payment Amount, respectively) in the circumstances set out in Number 4.5 in connection with Part 3 Number 3.4.1;
- (vi) it shall pay the FX/XCCY Failure to Pay Costs if it fails to pay the relevant Investment Loss Shortage Amount in full by the relevant Investment Loss Shortage Cut-Off Time;

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- (vii) the obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Investment Loss Shortage Amount pursuant to Number 4.5 in connection with Part 3 Number 3.4.2 Paragraph (1); and
- (viii) Eurex Clearing AG is entitled to claim compensation from the Clearing Member for any Prefunding Amount Clearing Member-Related Investment Loss, Late Payment Amount Clearing Member-Related Investment Loss and Corresponding Pay-In Amount Clearing Member-Related Investment Loss, in each case as further set out in Chapter I Part 1 Number 3.4.6 (which may also be the case if an Investment Loss occurs with respect to an Investment Party which is unrelated to the actual holding of Prefunding Amounts, Late Payment Amounts or Corresponding Pay-In Amounts, respectively).

4.12 Indemnity by Clearing Members

- (1) Each Clearing Member shall indemnify Eurex Clearing AG against any damages (*Schäden*) and losses (including, without limitation, any indemnity obligation towards CLS Bank and any properly incurred legal fees (as well as any applicable VAT)), which Eurex Clearing AG incurs as a result of the Clearing Member making or receiving any payments in connection with this Part 4 through any CLS Nostro Bank (including, but not limited, in case a CLS Nostro Bank fails to provide the Relevant Bank Information), provided that such indemnity obligation shall not apply to the extent such damages or losses result from Eurex Clearing AG's negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).
- (2) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Prefunding Amount to the relevant CLS Central Bank Account, the Prefunding Amount Payer shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Prefunding Amount to an account notified to the Prefunding Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Part 3 Number 3.2.2.3 Paragraph (1) item (ii) and Paragraph (3) shall apply *mutatis mutandis* as if the Prefunding Amount Payer were an Affected Payer Clearing Member.
- (3) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Late Payment Amount to the relevant CLS Central Bank Account, the Late Payment Amount Payer shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Late Payment Amount to an account notified to the Late Payment Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Part 3 Number 3.2.2.3 Paragraph (1) item (ii) and Paragraph (3) shall apply *mutatis mutandis* as if the Late Payment Amount Payer were an Affected Payer Clearing Member.

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4.13 Use and Disclosure of Data

4.13.1 Use of data provided by Eurex Clearing AG

A Clearing Member may not use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of complying with an obligation vis-à-vis a competent regulatory authority.

4.13.2 Consent to disclose data to CLS Bank

The Clearing Member consents to the disclosure, to the extent permitted by applicable law, by Eurex Clearing AG to CLS Bank of all data in respect of the Clearing Member that are required for the making and settlement of payments to and from such Clearing Member through the CLS CCP Service in connection with this Part 4.

4.14 Limitation of liability

Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of CLS Bank, unless CLS Bank violates any of its essential obligations (*wesentliche Vertragspflichten*) in connection with providing the CLS CCP Service with respect to OTC XCCY Transactions. An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and in which the Clearing Member trusts and may trust. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted to damages typically foreseeable at the time of granting the Clearing License. This Number 4.13 shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

4.15 Testing and trialling

Each Clearing Member shall participate in the Testing and Trialling as set out in Part 3 Number 3.11. The Clearing Member shall induce its relevant CLS Nostro Bank(s) to also participate in the Testing and Trialling.

4.16 Suspension of Clearing

If one or more of a Clearing Member's CLS Nostro Banks (i) fail to (A) participate in the Testing and Trialling as set out in Number 4.15 in connection with Part 3 Number 3.11, (B) apply the standard customary for nostro banks in carrying out payment instructions received by the Clearing Member or (C) provide the Relevant Bank Information or (ii) become subject to any of the events set out in Chapter I Part 1 Number 7.2.1 Paragraphs (5), (7) or (8), then Eurex Clearing AG may one or more times suspend or limit the Clearing of new OTC XCCY Transactions of such Clearing Member in accordance with Chapter I Part 2 Subpart A Number 6 which shall apply *mutatis mutandis*.

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4.17 CLS Nostro Bank

- (1) Each Clearing Member undertakes to ensure that its CLS Nostro Banks will provide any Relevant Bank Information.
- (2) A Clearing Member is allowed to substitute one or more of its CLS Nostro Banks, if (i) Eurex Clearing AG has received at least 90 calendar days' prior written notice of such substitution and (ii) the substitute CLS Nostro Bank has been recognised and approved by Eurex Clearing AG (such recognition and approval is subject to the CLS Nostro Bank's successful participation in the Testing and Trialling). For the avoidance of doubt, if the recognition and approval process of the substitute CLS Nostro Bank takes longer than 90 calendar days, the substitution shall only become effective after such recognition and approval. Subject to the previous sentences, if the substitution of the CLS Nostro Bank(s) does not result in the reduction of the respective GBP Maximum Amount and USD Maximum Amount of any of the other Clearing Members applicable at the time of the proposed substitution, Eurex Clearing may agree to a shorter notice period.
- (3) If a Clearing Member's CLS Nostro Bank becomes subject to (i) any of the events set out in Chapter I Part 1 Number 7.2.1 Paragraphs (5), (7) or (8) or (ii) any recovery and resolution measures pursuant to the Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen*), or any similar measure under foreign law, or Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, or any similar measure under foreign law, then Eurex Clearing AG has the right to request the substitution of the Clearing Member's CLS Nostro Bank with a substitute CLS Nostro Bank recognised and approved by Eurex Clearing AG without undue delay.

Chapter IX of the Clearing Conditions of Eurex Clearing AG

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THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

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Preamble

This Chapter IX forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter IX.

Chapter I together with this Chapter IX and all references to other Chapters or Annexes of the Clearing Conditions shall apply to all Clearing Members with a respective Clearing License as well as all holders of a Specific Lender License (in each case, if applicable).

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Part 1 General Provisions

- (1) Eurex Clearing AG offers the Clearing of certain lending transactions in accordance with the prerequisites and conditions pursuant to this Chapter IX.
- (2) If and to the extent that an Original Securities Lending Transaction (as defined in Number 1.2.1 Paragraph (1)) is accepted for Clearing pursuant to this Chapter IX (each lending transaction resulting from the novation of an Original Securities Lending Transaction in accordance with the provisions of this Chapter IX, a "**Securities Lending Transaction**"), the provisions of Chapter I shall also apply to the Clearing of Securities Lending Transactions, unless otherwise provided hereinafter. Securities Lending Transactions will be concluded by way of novation pursuant to Number 1.2.
- (3) Under a Securities Lending Transaction, either
 - (i) the Clearing Member that is the lender under the Original Securities Lending Transaction (the "**Lender Clearing Member**") shall transfer to Eurex Clearing AG in its capacity as the borrower ("**Eurex Clearing Borrower**") either (i) a specified number of a specific financial instrument (the "**Loaned Securities**", and the respective financial instrument(s) generally, the "**Underlying Security**" or "**Underlying Securities**", respectively) or (ii) a specified cash amount of a specific currency (the Loaned Securities or such loaned cash amount, as applicable, are herein referred to as the "**Loaned Assets**") with a simultaneous agreement by Eurex Clearing Borrower to deliver to the Lender Clearing Member Underlying Securities or a cash amount in an underlying currency, as relevant, equivalent to the Loaned Assets actually delivered (the "**Equivalent Loaned Securities**" or such equivalent cash amount, as applicable, the "**Equivalent Loaned Assets**") on a date fixed as maturity and/or, in the case of Securities Loans, on demand at any time before such date, as the case may be; or
 - (ii) Eurex Clearing AG in its capacity as the lender ("**Eurex Clearing Lender**") shall transfer to the Clearing Member that is the borrower under the Original Securities Lending Transaction (the "**Borrower Clearing Member**") the Loaned Assets with a simultaneous agreement by the Borrower Clearing Member to deliver to Eurex Clearing Lender the Equivalent Loaned Assets on a date fixed as maturity and/or, in the case of Securities Loans, on demand at any time before such date, as the case may be.

A Securities Lending Transaction where the Loaned Assets are Loaned Securities is herein referred to as a "**Securities Loan**" and a Securities Lending Transaction where the Loaned Asset consists of cash is herein referred to as a "**Reverse Securities Loan**".

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- (4) The terms of a Securities Loan may either provide (i) for a redemption upon request of either party at any time prior to a final maturity date or, in the absence of any such request, on the final maturity date (an “**Open Term Loan**”) or (ii) only where the Lender Clearing Member is either a SLLH (Pledge) (as defined in Number 1.1.3 Paragraph (1)), a Lender Clearing Member (Pledge) (as defined in Paragraph (6)) or a SLLH (Title Transfer/Pledge) (as defined in Number 1.1.3 Paragraph (1)) for a redemption on a specifically agreed maturity date, subject to (x) the entitlement of the Borrower Clearing Member and a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge) to agree in accordance with Number 1.2.2 Paragraph (3) on a redemption prior to such specifically agreed maturity date, (y) the right of Eurex Clearing AG to request an early redemption pursuant to Number 2.7.2 and (z) the automatic termination upon the occurrence of an Insolvency Event pursuant to Number 2.7.2 Paragraph (5) with respect to Eurex Clearing AG in relation to Securities Lending Transactions concluded between Eurex Clearing Borrower and a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge) (a “**Fixed Term Loan**”). A Reverse Securities Loan can only be a Fixed Term Loan.
- (5) The Clearing Conditions provide that the borrower (being the Borrower Clearing Member or Eurex Clearing Borrower, as the case may be) to each Securities Lending Transaction is required to provide and maintain principal collateral in form of cash or financial instruments (the “**Principal Collateral**”) to the lender (being the Eurex Clearing Lender or the Lender Clearing Member, as the case may be) under the relevant Securities Lending Transaction with, if such Principal Collateral is provided by way of Title Transfer (as defined in Number 2.1.5 Paragraph (1)), a simultaneous agreement by Eurex Clearing Lender or the Lender Clearing Member (as applicable) to transfer to the Borrower Clearing Member or Eurex Clearing Borrower (as applicable) assets equivalent to the Principal Collateral actually delivered (the “**Equivalent Principal Collateral**”) upon redemption of the relevant Securities Lending Transaction. Unless otherwise provided for in this Chapter IX, Clearing Members will in addition be subject to margin requirements determined by Eurex Clearing AG for their Securities Lending Transactions.
- (6) A Lender Clearing Member (other than a holder of a Specific Lender License) may, by way of an election in the relevant Loan Information (as defined in Number 1.2.2 Paragraph (3)), with respect to each individual Securities Lending Transaction, elect that;
- (i) Non-Cash Principal Collateral under such Securities Lending Transaction shall be provided to it by way of a pledge in accordance with Number 2.1.5 Paragraph (2) (such Lender Clearing Member shall, with respect to such Securities Lending Transaction, be referred to as a “**Lender Clearing Member (Pledge)**” and any such reference shall refer to the Lender Clearing Member (Pledge) in such capacity only); or
 - (ii) only with respect to a Securities Lending Transaction that is an Open Term Loan, Non-Cash Principal Collateral under such Securities Lending Transaction shall be provided to it by way of Title Transfer in accordance with Number 2.1.5 Paragraph (1).

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Unless otherwise provided for, references to a “**Lender Clearing Member**” or “**Clearing Member**”, as applicable, in these Clearing Conditions shall include the Lender Clearing Member (Pledge).

- (7) The information statement in Annex 12 in accordance with Article 15 of the Regulation on transparency of securities financing transactions and of reuse (Regulation (EU) 2015/2365) is applicable to Eurex Clearing AG and holders of a Clearing License for Securities Lending transactions and which are or will be cleared by Eurex Clearing AG and which contain a collateral transfer by way of a title transfer collateral arrangement.

1.1 Clearing License

1.1.1 Granting of the Clearing License

- (1) A Clearing License is required in order to participate in the Clearing of Securities Lending Transactions, and Eurex Clearing AG may grant such Clearing License upon written application if the prerequisites of Number 1.1.2 are fulfilled.
- (2) A Clearing License may be restricted to the Clearing of certain classes of Underlying Securities and/or certain underlying currencies of Loaned Assets in the form of cash. In any such case, the prerequisites set out in Number 1.1.2 will only be applied with respect to the specific content of any such restricted Clearing License.
- (3) The Clearing License entitles the Clearing Member to clear Own Transactions as a borrower or as a lender.
- (4) Eurex Clearing AG offers a Specific Lender License to clear Own Transactions as a lender only pursuant to Number 1.1.3.

1.1.2 Prerequisites of Clearing Licenses

- (1) Unless otherwise provided for and subject to further exemptions set out in this Number 1.1.2 Paragraph (2), the prerequisites to be fulfilled for the granting of the Clearing License are set out in Chapter I Part 1 Numbers 2.1.1 to 2.1.3.
- (2) The applicant shall provide evidence for the compliance with the following requirements (as applicable to the respective content of the Clearing License):
- (a) a CBF(I) account with Clearstream Banking AG (“**CBF**”), and accounts with
- CBF, and/or
 - SIX SIS AG, Zürich (“**SIX SIS**”), and/or
 - Euroclear France SA, (**Euroclear France**) and/or
 - Caisse Interprofessionnelle de Dépôts et de Virements de Titres SA / Interprofessionnelle Effectendepositen Girokas NV (C.I.K.) (**Euroclear Belgium**) and/or

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- Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (NECIGEF) (**Euroclear Nederland**), and/or
 - Euroclear UK & Ireland Limited ("**EUI**")
- as settlement accounts for equities and Exchange Traded Funds,
and/or settlement accounts for fixed income securities with
- CBF as a CBF(I) account, or
 - Clearstream Banking S.A., or
 - Euroclear Bank SA/NV;
- (b) (i) cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) for cash payments in EUR, CHF and GBP, provided that for cash payments in CHF and/or GBP (except for payments in GBP to be made to or received from Eurex Clearing AG in respect of Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location), which are not made in respect of Margin, the applicant may alternatively use a multicurrency cash account with
- CBF including a CBF(I) account, and/or
 - Clearstream Banking S.A., or
 - Euroclear Bank SA/NV; and
- (ii) for cash payments in USD an account with a Settlement Bank for USD.
- The applicant agrees that if necessary Eurex Clearing AG may convert amounts to be received on such multicurrency cash accounts by the applicant into the Transaction Currency (as defined in Part 2 Number 2.1.7) prior to any payment, using a commercial reasonable exchange rate prevailing at such time.
- (c) direct access or admission to a Third Party Flow Provider (as defined in Number 1.2.2 Paragraph (1)) either by itself or by an Agent Lender (as defined in Number 1.1.4 Paragraph (1)) on behalf of the applicant;
- (d) execution of the specific tripartite documentation for Securities Lending Transactions pursuant to this Chapter IX with Eurex Clearing AG and a Tri-Party Collateral Agent (as defined in Number 2.1.6 Paragraph (2)) (the "**TPCA Documentation**") either by itself or by an Agent Lender (as defined in Number 1.1.4 Paragraph (1)) on behalf of the applicant, unless the applicant will provide to the Lender Cash Principal Collateral only.

1.1.3 Specific Lender License

- (1) Eurex Clearing AG may, upon written application, grant a specific lender license in accordance with this Number 1.1.3 for the direct participation in the Clearing of Securities Lending Transactions as a Lender only (the "**Specific Lender License**").

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- (2) The Specific Lender License pursuant to this Chapter IX entitles the holder of the Specific Lender License to clear Own Transactions as a lender without being subject to the general Clearing License requirements applicable to Clearing Members, always provided that the terms of the Original Securities Lending Transaction (as defined in Number 1.2.1) which shall be included in the Clearing pursuant to this Chapter IX provide that Principal Collateral is to be delivered in form of Non-Cash Principal Collateral (as defined in Number 2.1.2 Paragraph (1)) only.

A holder of a Specific Lender License may, by way of an election in the relevant Loan Information, with respect to each individual Securities Lending Transaction, elect that;

- (i) Non-Cash Principal Collateral under such Securities Lending Transaction shall be provided to it in accordance with Number 2.1.5 Paragraph (2) by way of a pledge (such holder of a Specific Lender License shall, with respect to such Securities Lending Transaction, be referred to as a “**SLLH (Pledge)**” and any such reference shall refer to the SLLH (Pledge) in such capacity only); or
- (ii) Non-Cash Principal Collateral under such Securities Lending Transaction shall be provided to it by way of a Title Transfer in accordance with Number 2.1.5 Paragraph (1) with a corresponding obligation of such holder of a Specific Lender License to grant Eurex Clearing Borrower a pledge over Eligible Principal Collateral Assets in the form of financial instruments equivalent to the Non-Cash Principal Collateral actually delivered to it in accordance with Number 2.1.5 Paragraph (5) (such holder of a Specific Lender License shall, with respect to such Securities Lending Transaction, be referred to as a “**SLLH (Title Transfer/Pledge)**” and any such reference shall refer to the SLLH (Title Transfer/Pledge) in such capacity only).
- (3) Eurex Clearing AG will enter into a Clearing Agreement with the holder of the Specific Lender License in the form appended hereto as Appendix 6. All rights and obligations between Eurex Clearing Borrower and the holder of a Specific Lender License with respect to a specific Securities Lending Transaction entered into under such Clearing Agreement shall be entered into under a separate agreement. The Securities Lending Transactions between the holder of a Specific Lender License and Eurex Clearing Borrower shall not be subject to a master agreement (*Rahmenvertrag*) and shall be treated legally separate from each other. The Specific Lender License can, with the exception of a Specific Repo License pursuant to Chapter IV Part 3 Number 3.1, not be combined with any other Clearing License.
- (4) Unless otherwise provided for and subject to further exemptions set out in this Number 1.1.3, references to a “**Lender Clearing Member**” or “**Clearing Member**”, as applicable, in these Clearing Conditions shall – if a Specific Lender License has been granted – include the holder of a Specific Lender License (in its capacity as a SLLH (Pledge) or a SLLH (Title Transfer/Pledge), respectively).
- (5) The prerequisites to be fulfilled for the granting of the Specific Lender License are the following:

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- (a) the applicant is (i) (1) licensed as a credit institution, (2) licensed as a financial institution, (3) licensed as an insurance undertaking, (4) licensed as a reinsurance undertaking, (5) licensed as an investment firm, (6) a pension fund, pension scheme or similar arrangement, (7) an Incorporated Fund, (8) an Unincorporated Fund or (9) a Sub-Fund, provided that in case of (1) to (6) above, each of the applicants and, in case of (7) to (9) above, the manager (if any) of the Incorporated Fund, the Unincorporated Fund or the Sub-Fund, as the case may be, must be supervised in accordance with legislation of the European Union relating to the prudential supervision of regulated entities, or (ii) subject to equivalent supervision in its jurisdiction of incorporation as determined by Eurex Clearing AG, provided that the competent supervisory authority is a signatory to Appendix A of the IOSCO Multilateral Memorandum of Understanding or has signed a bilateral memorandum of understanding with the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – “BaFin”*), or (iii) a governmental entity or supranational organisation pursuant to Chapter I Part 1 Number 2.1.3 Paragraph (1); provided that in each case of (i) to (iii) above admittance will only be granted by Eurex Clearing AG upon request and upon the sole risk assessment of Eurex Clearing AG;
- (b) the applicant has obtained all necessary approvals that are required to have been obtained by it for the conduct of securities or cash lending business, as relevant, pursuant to the provisions of this Chapter IX;
- (c) the applicant maintains:
- (i) for cash payments in EUR, CHF and GBF: Cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 Paragraph (4) (b) or a multicurrency cash account with
- CBF including a CBF(I) account, and/or
 - Clearstream Banking S.A., and/or
 - Euroclear Bank SA/NV; and
- (ii) for cash payments in USD: An account with a Settlement Bank for USD or a multicurrency cash account referred to under sub-paragraph (i).
- All accounts referred to in Paragraph (5)(c) can either be accounts opened in the name of the applicant or accounts opened in the name of an Agent Lender for the account of the applicant. The applicant agrees that if necessary Eurex Clearing AG may convert amounts to be received on such multicurrency cash accounts by the applicant into the Transaction Currency (as defined in Part 2 Number 2.1.7) prior to any payment, using a commercial reasonable exchange rate prevailing at such time;
- (d) the applicant has instructed the payment institution determined by Eurex Clearing AG for Clearing of its Securities Lending Transactions to honour any debit instructions (*Lastschriften*) from its account;

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- (e) a CBF(I) account with CBF, and accounts with
- CBF, and/or
 - SIX SIS AG, Zürich (“**SIX SIS**”), and/or
 - Euroclear France SA, (Euroclear France) and/or
 - Caisse Interprofessionnelle de Dépôts et de Virements de Titres SA / Interprofessionnelle Effectendepositen Girokas NV (C.I.K.) (Euroclear Belgium) and/or
 - Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (NECIGEF) (Euroclear Nederland), and/or
 - EUI
- as settlement accounts for equities and Exchange Traded Funds,
and/or settlement accounts for fixed income securities with
- CBF as a CBF(I) account, or
 - Clearstream Banking S.A., or
 - Euroclear Bank SA/NV;
- (f) the applicant has authorised Eurex Clearing AG, by providing the appropriate power of attorney, to give, release and transmit all delivery instructions in its name vis-à-vis the respective settlement location recognised by Eurex Clearing AG and to supplement, change or cancel delivery instructions as may be necessary for the timely and correct fulfilment of its delivery and payment obligations vis-à-vis Eurex Clearing AG (provided that no such authorisation is required with respect to (i) Eligible Principal Collateral Assets that are or shall be subject to a pledge and (ii) Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location);
- (g) direct access or admission to a Third Party Flow Provider (as defined in Number 1.2.2 Paragraph (1)) either by itself or via an Agent Lender (as defined in Number 1.1.4 Paragraph (1));
- (h) execution of the specific collateral management documentation and (i) the pledge agreement pursuant to Number 2.1.5 Paragraph (2) and/or (ii) the pledge agreement pursuant to Number 2.1.5 Paragraph (5) for Securities Lending Transactions pursuant to this Chapter IX with Eurex Clearing AG and a Tri-Party Collateral Agent (the “**TPCA Documentation**”) either by itself or by a representative on behalf of the applicant; and
- (i) access to Eurex Clearing AG's Common Report Engine, unless the applicant will make use of the services of an Agent Lender pursuant to Number 1.1.4.

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The prerequisites for a Clearing License pursuant to Number 1.1.2 do not apply. If requested by Eurex Clearing AG, the applicant shall provide evidence for compliance with the prerequisites referred to in this Number 1.1.3 Paragraph (5) (a) and (b) by way of a legal memorandum. Eurex Clearing AG reserves the right, to grant an exemption from the prerequisite pursuant to Paragraph (a) in its own discretion and in accordance with its risk policies.

- (6) The following provisions of Chapter I and this Chapter IX are not applicable to holders of a Specific Lender License:
- (a) (i) the provisions on the construction as a separate master agreement (*Rahmenvertrag*) pursuant to Chapter I Part 2 Subpart B Number 4.2 and (ii) Chapter I Part 3;
 - (b) the provisions on the consequences of a Termination pursuant to Chapter I Part 1 Number 7.3 and 7.5 and Chapter I Part 2 Subpart A Number 6, as well as a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9;
 - (c) the margin requirement pursuant to Number 1.3 together with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4;
 - (d) Number 2.3 as far as the provision of Cash Principal Collateral is concerned and, in case of a SLLH (Pledge) only, Number 2.1.5 Paragraph (1) with respect to the transfer of Principal Collateral from Eurex Clearing Borrower to the Lender Clearing Member;
 - (e) the Default Fund contribution requirement pursuant to Chapter I Part 1 Number 6;
 - (f) the outsourcing provisions pursuant to Chapter I Part 1 Number 15.2 with respect to the use of the services of an Agent Lender in connection with the Clearing of Securities Lending Transactions pursuant to this Chapter IX, unless otherwise provided for in Number 1.1.4 Paragraph (4);
 - (g) in case of a SLLH (Pledge) only, the provisions relating to the failure to deliver Equivalent Principal Collateral at the Maturity Date pursuant to Number 2.6.5;
 - (h) in case of a SLLH (Pledge) only, the provisions relating to the failure to deliver Principal Collateral or return Equivalent Principal Collateral during the term of a Securities Lending Transaction pursuant to Number 2.6.3; and
 - (i) the requirement to use a qualified clearing staff member in accordance with Chapter I Part 1 Number 2.1.2 Paragraph (5) (c).
- (7) The powers of attorney and debit instructions provided pursuant to Paragraph (5) may not be revoked by the holder of a Specific Lender License until its Specific Lender License has been terminated. Any such revocation shall result in the immediate termination of the Specific Lender License.

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- (8) With respect to a holder of a Specific Lender License that is an Unincorporated Fund or a Sub-Fund, Chapter I Part 1 Number ~~4.1.7~~1.1.12 shall apply *mutatis mutandis*, provided that
- (i) each reference to ~~a~~-an **“Registered Customer/ICM Client”** in Chapter I Part 1 Number ~~4.1.7~~1.1.12 Paragraph (5) shall be read as a reference to a **“Holder of a Specific Lender License”**,
 - (ii) each reference to **“Annex B to the ICM Clearing Agreement”** in Chapter I Part 1 Number ~~4.1.7~~1.1.12 Paragraph (5) shall be read as a reference to **“Annex to the Clearing Agreement in the form appended hereto as Appendix 6”**,
 - (iii) for the purpose of Chapter I Part 1 Number 1.1.7 ~~Paragraphs~~Paragraph (95) (i) and (10j), the Authorised Manager is required to submit an amended Annex to the Clearing Agreement in the form appended hereto as Appendix 6 to Eurex Clearing AG only- and
 - (iv) Chapter I Part 1 Number ~~4.1.7~~1.1.12 Paragraph (5) shall not apply to the extent referring to a Fund Segment and/or Relevant Fund Segment.
- (9) A holder of a Specific Lender License that is an Incorporated Fund or another legal entity may elect to act through an Authorised Manager by submitting the relevant details in the Annex to the Clearing Agreement in the form appended hereto as Appendix 6 in accordance with Paragraph (8), which applies *mutatis mutandis*. Following such election the holder of a Specific Lender License shall qualify as a Relevant Fund for the purpose of Paragraph (8) (applied *mutatis mutandis*). However, such holder of a Specific Lender License shall itself (acting through the Authorised Manager) make the representations and warranties in accordance with (i) Chapter I Part 1 Number ~~4.1.7~~1.1.12 Paragraph (65) (f) (which apply in connection with Paragraph (8)) each time it enters (acting through the Authorised Manager) into a Clearing Agreement in the form appended hereto as Appendix 6 or a Securities Lending Transaction and (ii) Chapter I Part 1 Number 1.7.

1.1.4 Participation of Agent Lenders

- (1) If provided for by the rules of the relevant Third Party Flow Provider, a Lender Clearing Member may use the services of an agency service provider, account holder and administrator in the securities lending market in connection with the Clearing of Securities Lending Transactions pursuant to this Chapter IX (the **“Agent Lender”**).
- (2) Agent Lenders do not have the status of a Clearing Member but must satisfy the following prerequisites:
 - (a) the relevant Agent Lender is (i) licensed as a credit institution, financial institution, insurance undertaking or reinsurance undertaking, investment firm and supervised in accordance with legislation of the European Union relating to the prudential supervision of regulated entities, or (ii) subject to equivalent supervision in its jurisdiction of incorporation as determined by Eurex

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Clearing AG, provided that the competent supervisory authority is a signatory to Appendix A of the IOSCO Multilateral Memorandum of Understanding or has signed a bilateral memorandum of understanding with the **BaFin**;

- (b) the relevant Agent Lender has obtained all necessary approvals that are required to have been obtained by it for the services provided by it pursuant to this Chapter IX; and
- (c) the relevant Agent Lender has access to Eurex Clearing AG's Common Report Engine.

If requested by Eurex Clearing AG, the relevant Agent Lender shall provide evidence for compliance with the prerequisites referred to in this Number 1.1.4 Paragraph (2) (a) and (b) by way of a legal memorandum.

- (3) Prior to the use of the services of an Agent Lender, the Lender Clearing Member shall provide evidence to Eurex Clearing AG that a due power of attorney and authorisation has been granted to the Agent Lender to act on behalf of it with respect to all declarations, actions, deliveries and payments.
- (4) Chapter I Part 1 Numbers 15.2.2 Sentence 4, 15.2.5, 15.2.6 and 15.2.7 shall apply *mutatis mutandis* to the use of the services of an Agent Lender by a Lender Clearing Member.
- (5) A Lender Clearing Member shall be liable for wilful misconduct and negligence of its Agent Lender.

1.2 Conclusion of Transactions

The Clearing Member agrees that upon acceptance of an Original Securities Lending Transaction for inclusion in the Clearing by Eurex Clearing AG based on the data and information of an Original Securities Lending Transaction transmitted by the Third Party Flow Provider to Eurex Clearing AG, a Transaction will be concluded between Eurex Clearing AG in its capacity as Eurex Clearing Borrower or Eurex Clearing Lender, as applicable, and the Lender Clearing Member or Borrower Clearing Member, as applicable, by way of novation subject to, and in accordance with, the following provisions:

1.2.1 Novation

- (1) Whenever a securities or cash lending transaction (each an "**Original Securities Lending Transaction**")
 - (i) is transmitted to Eurex Clearing AG by Clearing Members via the Third Party Flow Provider in accordance with Number 1.2.2 Paragraph (1) or Number 1.2.1 Paragraph (2) (in case of a Settled Original Securities Lending Transaction), and
 - (ii) Eurex Clearing AG accepts such Original Securities Lending Transaction for inclusion in the Clearing in accordance with Number 1.2.2 Paragraph (2),

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Eurex Clearing AG will interpose itself by way of novation as central counterparty and the Original Securities Lending Transaction shall – pursuant to this Chapter IX – be cancelled and replaced by two related Securities Lending Transactions (x) between Eurex Clearing Borrower and the relevant Lender Clearing Member and (y) between Eurex Clearing Lender and the relevant Borrower Clearing Member, each in accordance with the terms set out in the Loan Information (as defined under Number 1.2.2 Paragraph (3)) and the Clearing Conditions. The Clearing Members acknowledge and agree that pursuant to Chapter I Part 1 Number 17.1.1 all Securities Lending Transactions shall be governed by the laws of Germany notwithstanding that the relevant Original Securities Lending Transaction may have been subject to a different governing law.

Unless expressly set out otherwise herein, the parties to the Original Securities Lending Transaction shall be released from their obligations to each other under such Original Securities Lending Transaction provided that any outstanding obligations relating to payments and deliveries that have become due, but have not been paid or delivered, on or before the Novation Time (as defined in Paragraph (3)), shall continue to be owed by the relevant party to the Original Securities Lending Transaction in accordance with the terms of such Original Securities Lending Transaction and shall not be affected by the novation (the “**Remaining Obligations**”). It is the responsibility of the parties to the Original Securities Lending Transaction to agree on a bilateral basis that the Original Securities Lending Transaction (except for the Remaining Obligations) shall be cancelled upon the novation becoming effective.

The Securities Lending Transactions resulting from the novation shall not be subject to the valid existence of the Original Securities Lending Transaction (abstract novation). Accordingly, if the Original Securities Lending Transaction between the Borrower Clearing Member and the Lender Clearing Member is, for whatever reason, determined to be invalid, this will not affect the establishment of the Securities Lending Transactions resulting from the novation. The new Securities Lending Transactions resulting from the novation will exist free and clear of any counterclaim or objection (*Einreden* and *Einwendungen*) which may have affected the Original Securities Lending Transaction.

Chapter I Part 1 Number 1.2.2 Paragraph (6) applies *mutatis mutandis*.

- (2) If provided for by the rules of the relevant Third Party Flow Provider, Eurex Clearing AG may accept for inclusion in the Clearing lending transactions which have been disbursed and collateralised between the Lender Clearing Member and the Borrower Clearing Member in full or in part (except for lending transactions that relate to securities for which EUI acts as the settlement location) prior to the inclusion into the Clearing (the “**Settled Original Securities Lending Transactions**”). If the Settled Original Securities Lending Transaction is accepted for inclusion in the Clearing, Eurex Clearing AG conducts the novation in accordance with Paragraph (1) above, provided that the effectiveness of the novation pursuant to this Paragraph (2) shall be subject to the condition precedent that Eurex Clearing AG has received the required Principal Collateral pursuant to Number 2.3.4 from the Borrower Clearing Member in full.

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As of the Novation Time, Numbers 2.3.2 (relating to the previous Business Day), 2.4 and 2.5 shall apply and references to Value Date shall be replaced by the Novation Time.

- (3) Following the conclusion of Securities Lending Transactions by way of novation pursuant to Paragraph (1) and (2) (*i.e.* the acceptance by Eurex Clearing AG and, as relevant, the occurrence of the condition precedent in accordance with Paragraph (2)), Eurex Clearing AG will on the same Business Day send corresponding confirmations to the Clearing Members. The actual time of such conclusion of Securities Lending Transactions by way of novation is referred to in this Chapter IX as the “**Novation Time**”.
- (4) References in this Chapter IX to
 - (i) a “**related Securities Lending Transaction**” shall, in respect of a Securities Lending Transaction between Eurex Clearing AG and a Clearing Member, be interpreted as to refer to the Securities Lending Transaction between Eurex Clearing AG and the relevant other Clearing Member the terms of which correspond to the terms of, and which results from the novation of the same Original Securities Lending Transaction as, such Securities Lending Transaction; and
 - (ii) “**related Securities Lending Transactions**” shall be interpreted as to refer to the two corresponding Securities Lending Transactions resulting from the novation of an Original Securities Lending Transaction in accordance with this Chapter IX.

1.2.2 Novation Principles and Criteria

- (1) Original Securities Lending Transactions or Settled Original Securities Lending Transactions have to be transmitted to Eurex Clearing AG in a standardised form using an established third party flow provider accepted by Eurex Clearing AG which will provide information and notices regarding such transactions to Eurex Clearing AG (the “**Third Party Flow Provider**”).

Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the Third Party Flow Provider’s duties and obligations vis-à-vis the Clearing Members. Eurex Clearing AG assumes no liability to the Clearing Members for any act or failure to act by the Third Party Flow Provider vis-à-vis the Clearing Members in connection with any information or notices received by Eurex Clearing AG or given to the Clearing Members via the Third Party Flow Provider, as the case may be.

- (2) Eurex Clearing AG may reject (*i.e.* not accept) Original Securities Lending Transactions or Settled Original Securities Lending Transactions for inclusion in the Clearing, if the following conditions have not been complied with:
 - (a) Original Securities Lending Transactions or Settled Original Securities Lending Transactions are entered into the system of Eurex Clearing AG in accordance with Number 1.2.2 Paragraph (1) above and comply with the requirements for

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Securities Lending Transactions set out in this Chapter IX and the other formal requirements as defined by Eurex Clearing AG from time to time,

- (b) each counterparty to a novated Securities Lending Transaction (other than Eurex Clearing AG) is a Clearing Member of Eurex Clearing AG,
 - (c) the Clearing License or Specific Lender License of the involved relevant Clearing Member is not suspended and a Termination Date has not occurred with respect to the relevant involved Clearing Member, and
 - (d) where the resulting Securities Lending Transactions would be Fixed Term Loans, the rules of the relevant Third Party Flow Provider provide for and recognise Fixed Term Loans.
- (3) The Securities Lending Transactions resulting from the novation shall be established with the agreed terms (including, without limitation, the loan quantity, the Value Date, whether the Securities Lending Transaction is an Open Term Loan or a Fixed Term Loan, whether "net exposure calculation" or "gross exposure calculation" shall apply, the Underlying Securities or, in the case of Loaned Assets in the form of cash, their underlying currency, the lending rate, the rebate and the manufactured payment rate) set out in the respective loan information received by Eurex Clearing AG from the relevant Clearing Members via the Third Party Flow Provider (such information, as amended from time to time and accepted by Eurex Clearing AG, the "**Loan Information**"). To the extent the rules of the Third Party Flow Provider so provide, the relevant Clearing Members may, during the term of Securities Lending Transactions, at any time agree on an amendment of the Loan Information (including the reduction or the extension of the term of a Fixed Term Loan). The relevant Securities Lending Transactions shall be amended accordingly, provided that Eurex Clearing AG is entitled to reject such amendment. The provisions on Returns or Recalls (as defined in Number 2.2.2 Paragraph (2) and (3), respectively) shall remain unaffected.
- (4) The Clearing Member shall check without undue delay all reports and other communications from Eurex Clearing AG received by it via the Third Party Flow Provider.

The Clearing Member shall inform Eurex Clearing AG without undue delay of any errors or omissions by the Third Party Flow Provider that become apparent from such checks.

1.2.3 Cancellation of Securities Lending Transactions

- (1) Securities Lending Transactions may be cancelled by the Borrower Clearing Member and the Lender Clearing Member at any time up to the close of business on the Business Day immediately preceding the Value Date (as defined in Number 2.2.1 Paragraph (1)), provided that matching cancellation instructions from the Borrower Clearing Member and the Lender Clearing Member are received by Eurex Clearing AG for both of the related Securities Lending Transactions.

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- (2) Transaction cancellation instructions shall be transmitted via the Third Party Flow Provider.
- (3) Eurex Clearing AG is entitled to cancel any related Securities Lending Transactions prior to the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) in the circumstances set out in Number 2.6.1, Number 2.6.2 or Number 2.7.1(ii) or in case the relevant Underlying Securities are no longer Eligible Loan Securities.
- (4) Eurex Clearing AG will inform the Clearing Members of any cancellation of such Securities Lending Transaction via the Third Party Flow Provider.

1.3 Margin Requirement

- (1) The Borrower Clearing Member, and, unless and to the extent Number 2.1.5 Paragraphs (2) or (5) apply, the Lender Clearing Member, are subject to an own margin requirement (as set out in Chapter I Part 1 Number 3 together with Part 2 Subpart A Number 4).
- (2) The applicable Margin Type shall be the Current Liquidating Margin and the Additional Margin.

1.4 Set-Off

- (1) A set-off in relation to the following claims is excluded:
 - (a) the claims for delivery of Loaned Assets, Equivalent Loaned Assets, Principal Collateral and Equivalent Principal Collateral, except for claims for cash payments to be made in accordance with Number 2.3.2;
 - (b) cash claims pursuant to Number 2.4.2; and
 - (c) cash claims pursuant to Number 2.6.4 Paragraphs (7), (8), (9) or (10), Number 2.6.5 Paragraph (2) and Number 2.6.6 Paragraphs (4), (5), (6) or (7), provided that a cash claim pursuant to Number 2.6.4 Paragraphs (7), (8), (9) or (10) or pursuant to Number 2.6.6 Paragraphs (4), (5), (6) or (7) may be set off with a cash claim pursuant to Number 2.6.5 Paragraph (2).

This does not apply to a set-off by the Clearing Member with claims which are undisputed or have been determined as legally binding (*rechtskräftig festgestellt*). The restrictions set out in this Paragraph (1) shall be without prejudice to a netting pursuant to Number 2.7.2 Paragraph (6).

- (2) No set-off shall be permitted in respect of the holder of a Specific Lender Licence if such set-off would be in contravention of investment law provisions applicable to such holder of a Specific Lender License.

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1.5 Information Undertakings

- (1) Upon application for a Clearing License or a Specific Lender License, as the case may be, pursuant to Number 1.1, the applicant shall be required to provide Eurex Clearing AG, upon request, any Tax Information.

Further, each Clearing Member is obliged to inform Eurex Clearing AG without undue delay about any changes to the Tax Information previously provided to Eurex Clearing AG.

- (2) Upon the request of a Clearing Member, Eurex Clearing AG shall provide such Clearing Member with Tax Information relating to Eurex Clearing AG that is available to Eurex Clearing AG.
- (3) Each Borrower Clearing Member shall provide each Lender Clearing Member (and vice versa) upon request with any Tax Information.

“**Tax Information**” means such information required by the respective recipient to comply with the rules and regulations of tax authorities.

1.6 Provision of Information

Notwithstanding Chapter I Part 1 Number 15.1, if required to comply with applicable tax laws or orders of competent tax authorities in the relevant jurisdictions, each party to a Securities Lending Transaction shall be entitled to pass on the names and details of any other party or the relevant Agent Lender, to the respective other party (or its Agent Lender) to the related Securities Lending Transaction.

1.7 Termination of a Clearing Agreement with a Holder of a Specific Lender License

Each party to a Clearing Agreement with a holder of a Specific Lender License may terminate such Clearing Agreement at any time by giving not less than 30 calendar days' prior notice to the respective other party provided that such Clearing Agreement will remain applicable on the effective date of the termination notice and thereafter if and as long as any Securities Lending Transaction entered into under such Clearing Agreement is outstanding and has not been redeemed or otherwise finally settled.

The right to terminate a Clearing Agreement with a holder of a Specific Lender License for serious cause (*aus wichtigem Grund*) shall remain unaffected.

1.8 Priority of Clearing Conditions over conflicting Rules or Records of Settlement Locations; Reimbursement Obligation

Each of the Lender Clearing Member and the Borrower Clearing Member agrees that, unless otherwise provided in this Chapter IX, (i) the delivery and payment obligations arising under the Clearing Conditions shall prevail over all conflicting provisions or records of any settlement location, (ii) the contents of all Securities Lending Transactions to which Eurex Clearing AG is a party shall solely be determined pursuant to the Clearing Conditions and (iii) if and as soon as the Lender Clearing Member or the Borrower Clearing Member becomes aware that the records of any settlement location on the contents (including, without limitation, any Outturn (as defined in Number 2.4.2 Paragraph

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(1) (as applicable, in conjunction with Number 2.4.2 Paragraph (2)) of any Securities Lending Transaction deviate from the contents of a Securities Lending Transaction following from the application of the Clearing Conditions, it shall promptly notify Eurex Clearing AG thereof and shall take all actions (including, without limitation, provide all instructions to such settlement location) that are required to ensure that the records of such settlement location match the contents of the relevant Securities Lending Transaction resulting from the application of the Clearing Conditions.

If a Clearing Member obtains any payment or securities in respect of a Securities Lending Transaction pursuant to the rules of any settlement location to which such Clearing Member is not entitled to pursuant to the Clearing Conditions, it shall promptly reimburse Eurex Clearing AG for any such payments or deliveries.

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Part 2 Terms and Conditions of Securities Lending Transactions

The terms and conditions of each Securities Lending Transaction are set forth in this Part 2.

2.1 General Provisions of Securities Lending Transactions

Only Securities Lending Transactions relating to Underlying Securities (or, in the case of Loaned Assets in the form of cash, an underlying currency) accepted by Eurex Clearing AG (the "**Eligible Loan Securities**" and together with such underlying currency accepted by Eurex Clearing AG, the "**Eligible Loan Assets**") and using only such currencies, amounts and financial instruments accepted by Eurex Clearing AG as Principal Collateral (the "**Eligible Principal Collateral Assets**") may be included in the Clearing pursuant to this Chapter IX.

In the Loan Information relating to a Securities Lending Transaction the Lender Clearing Member and the Borrower Clearing Member may specify whether "net exposure calculation" or "gross exposure calculation" in respect of Non-Cash Principal Collateral shall apply (if "net exposure calculation" is so specified, this constitutes a "**Net Exposure Election**"). If no election is made in the Loan Information, "gross exposure calculation" shall apply. A Net Exposure Election that has been received by Eurex Clearing AG (as part of the relevant Loan Information) cannot be revoked or changed. The Securities Lending Transactions (between the Lender Clearing Member and Eurex Clearing Borrower and between Eurex Clearing Lender and the Borrower Clearing Member, respectively) for which a Net Exposure Election has been made will be grouped into one or more units, each of which will be formed with respect to all related Securities Lending Transactions

- (i) for which the same two entities act as Lender Clearing Member and Borrower Clearing Member (provided that such unit may not include Securities Lending Transactions in respect of which such entities act in opposite roles);
 - (ii) for which the same Tri-Party Collateral Agent is used;
 - (iii) with the same set of Eligible Principal Collateral Assets determined in accordance with Number 2.1.2 Paragraph (2);
 - (iv) with the same Principal Collateral Currency in which Non-Cash Principal Collateral (as defined in Number 2.1.2 Paragraph (1)) for the relevant Securities Lending Transactions can be denominated; and
 - (v) that are subject to the same Collateralisation Model
- (each such unit an "**Exposure Netting Unit**").

Non-Cash Principal Collateral shall, subject to Number 2.3, be delivered by the Borrower Clearing Member to Eurex Clearing Lender and by Eurex Clearing Borrower to the

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Lender Clearing Member per Exposure Netting Unit (and not separately with respect to each Securities Lending Transaction included therein). A Securities Lending Transaction for which Cash Principal Collateral shall be provided cannot become part of an Exposure Netting Unit (notwithstanding any Net Exposure Election in the related Loan Information).

“**Collateralisation Model**” means each of the following methods for providing Non-Cash Principal Collateral between Eurex Clearing Borrower and the Lender Clearing Member: (i) Title Transfer pursuant to Number 2.1.5 Paragraph (1) or (ii) pledge pursuant to Number 2.1.5 Paragraph (2).

2.1.1 Eligible Loan Assets

Eurex Clearing AG will determine from time to time which kind of Eligible Loan Assets shall be included in the Clearing and will publish the relevant applicable list of Eligible Loan Assets in accordance with Chapter I Part 1 Number 16.2.

2.1.2 Eligible Principal Collateral Assets and Principal Collateral Redelivery Claim

(1) Principal Collateral to be provided by the Borrower Clearing Member or Eurex Clearing Borrower under a Securities Lending Transaction may be in the form of financial instruments (the “**Non-Cash Principal Collateral**” and the respective financial instrument(s) generally, the “**Principal Collateral Underlying Security**” or “**Principal Collateral Underlying Securities**”, respectively) or, only in the case of Securities Loans, in the form of cash in a specific currency (the “**Cash Principal Collateral**”), as accepted by Eurex Clearing AG. The currency of the relevant Principal Collateral is herein referred to as the “**Principal Collateral Currency**”. The Principal Collateral provided by Eurex Clearing Borrower to the Lender Clearing Member under a Securities Lending Transaction shall always be equivalent to the Principal Collateral received by Eurex Clearing Lender from the Borrower Clearing Member under the related Securities Lending Transaction.

Principal Collateral to be provided to a Lender Clearing Member (Pledge), a SLLH (Pledge) or a SLLH (Title Transfer/Pledge) may only be provided in the form of Non-Cash Principal Collateral.

- (2) Eurex Clearing AG will determine the acceptable Eligible Principal Collateral Assets from time to time in its own discretion. The Eligible Principal Collateral Assets in form of Non-Cash Principal Collateral will be specifically agreed with the relevant Clearing Members in the collateral annexes to the specific tripartite documentation with the Tri-Party Collateral Agent. If, during the term of a Securities Lending Transaction, the Principal Collateral provided by the Borrower Clearing Member no longer qualifies as Eligible Principal Collateral Assets, the Borrower Clearing Member shall be obliged to substitute the affected Principal Collateral with Eligible Principal Collateral Assets.
- (3) Unless Number 2.1.5 Paragraph (2) applies, the purpose of the delivery of Principal Collateral is to cover the claim for (i) delivery of Equivalent Loaned Assets on the Maturity Date (including in the case of a transformed Securities Lending Transaction pursuant to Number 2.7.4 Paragraph (1) (c)) or (ii) payment of the applicable cash amount in the event of a cash settlement pursuant to Number 2.4.1 Paragraph (2) (c) and (d) (ii), Number 2.4.2 Paragraph (1) (a), Number 2.4.5, Number 2.6.4

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Paragraph (8), (9) and (10) as well as Number 2.7.2 Paragraph (4) (b) and (c), Number 2.7.3 Paragraph (2) and Number 2.7.4 Paragraph (1) (c) (iii). If Non-Cash Principal Collateral is provided with respect to an Exposure Netting Unit, the purpose of the delivery of such Non-Cash Principal Collateral is to cover the claims referred to in the preceding sentence in relation to all Securities Lending Transactions to which such Exposure Netting Unit relates. For the avoidance of doubt, in respect of a Securities Lending Transaction relating to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, Principal Collateral shall not cover any claims of the Lender Clearing Member against Eurex Clearing Borrower and Eurex Clearing Lender against the Borrower Clearing Member, that, in each case, result from any Securities Distribution (including any Securities Distribution resulting from any Dividend With Options)..

- (4) Unless Number 2.1.5 Paragraph (2) applies, the actual delivery of Eligible Principal Collateral Assets in respect of the Principal Collateral by the Borrower Clearing Member to Eurex Clearing Lender or by Eurex Clearing Borrower to the Lender Clearing Member in accordance with Number 2.1.5 Paragraph (1) shall give rise to or shall increase a claim of the Borrower Clearing Member against Eurex Clearing Lender or a claim of Eurex Clearing Borrower against the Lender Clearing Member, as relevant (each a “**Principal Collateral Redelivery Claim**”). The relevant Principal Collateral Redelivery Claim becomes due in accordance with Number 2.3.3, provided that, if such Principal Collateral Redelivery Claim arises under a Securities Lending Transaction that forms part of a Standard Agreement and a Termination (with respect to the Clearing Member) or a Failure to Pay Event or an Insolvency Event (with respect to Eurex Clearing AG) occurs in relation to such Standard Agreement, such Principal Collateral Redelivery Claim shall expire (*auflösende Bedingung*) as of the Termination Time or upon the occurrence of the Failure to Pay Event or Insolvency Event, respectively.

2.1.3 Equivalent Loaned Assets and Equivalent Principal Collateral

When used in this Chapter IX, “**Equivalent**” or “**equivalent to**” in relation to any Loaned Assets or Principal Collateral (whether Cash Principal Collateral or Non-Cash Principal Collateral) actually delivered means cash or securities, of an identical type, nominal value, description, currency and amount, as applicable, to the particular Loaned Assets or Principal Collateral (as the case may be) actually delivered.

2.1.4 Delivery of Loaned Securities and Equivalent Loaned Securities

Loaned Securities and Equivalent Loaned Securities shall be delivered free of payment (FoP), and Chapter I Part 1 Numbers 1.2.5, 1.4.2 (except for Paragraph (2)) and 1.4.3 shall insofar apply *mutatis mutandis* to the delivery of Loaned Securities and Equivalent Loaned Securities. With respect to Loaned Securities and Equivalent Loaned Securities for which EUI acts as the settlement location, the obligation to provide a power of attorney to Eurex Clearing AG set out in Chapter I Part 1 Number 1.4.2 Paragraph 3 second sentence shall not apply.

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2.1.5 Provision of Principal Collateral, Equivalent Principal Collateral and Pledge-Back Principal Collateral

- (1) Unless and to the extent Non-Cash Principal Collateral is to be provided by Eurex Clearing Borrower to a Lender Clearing Member (Pledge) or a SLLH (Pledge), Principal Collateral and Equivalent Principal Collateral shall pass between the parties to a Securities Lending Transaction by transferring to the transferee all right, title and interest in and to the relevant asset free and clear from any and all rights and claims of the transferring party and any third person, including without limitation, pursuant to the applicable regulation or under any statutory or other trust ("**Title Transfer**"). The value of such assets shall, as of the date the transfer is effected, be at least equal to the value at that date of the concerned payment or delivery obligation.
- (2) Principal Collateral to be delivered by Eurex Clearing Borrower to the SLLH (Pledge) or the Lender Clearing Member (Pledge) shall be provided by Eurex Clearing Borrower to the SLLH (Pledge) or to the Lender Clearing Member (Pledge), respectively, only by way of creation of a pledge by Eurex Clearing Borrower for the benefit of such SLLH (Pledge) or such Lender Clearing Member (Pledge) over the relevant Eligible Principal Collateral Assets selected. For such purposes, Eurex Clearing Borrower and the SLLH (Pledge) or the Lender Clearing Member (Pledge) will enter into a pledge agreement in the form provided by Eurex Clearing AG with respect to the relevant Tri-Party Collateral Agent.

The purpose of any such pledge is to secure Eurex Clearing Borrower's obligation (i) to deliver the Equivalent Loaned Assets on the Maturity Date (including in the case of a transformed Securities Lending Transaction pursuant to Number 2.7.4 Paragraph (1) (c) or (ii) to pay the applicable cash amount in the event of a cash settlement pursuant to Number 2.4.1 Paragraph (2) (c) and (d) (ii), Number 2.4.2 Paragraph (1) (a), Number 2.4.5, Number 2.6.4 Paragraph (8), (9) and (10) as well as Number 2.7.2 Paragraph (4) (b) and (c), Number 2.7.3 Paragraph (2) and Number 2.7.4 Paragraph (1) (c) (iii), in each case with respect to the specific Securities Lending Transaction only, except that, where Non-Cash Principal Collateral is provided in relation to an Exposure Netting Unit, the purpose of the pledge of such Non-Cash Principal Collateral is to secure such obligations of Eurex Clearing Borrower with respect to all Securities Lending Transactions to which such Exposure Netting Unit relates.

The pledge will not secure a Difference Claim of a Clearing Member against Eurex Clearing AG upon the occurrence of a Termination with respect to the Clearing Member or a difference claim of the Clearing Member against Eurex Clearing AG in the event of a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9. For the avoidance of doubt, in respect of a Securities Lending Transaction relating to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the pledge shall not secure any obligations of Eurex Clearing Borrower in respect of any Securities Distribution (including any Securities Distribution resulting from any Dividend With Options).

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The obligation of the Lender Clearing Member (Pledge) or SLLH (Pledge) to transfer the Loaned Assets to Eurex Clearing Borrower on the Value Date (as defined in Number 2.2.1 below) will only become due upon creation of the pledge over the relevant Eligible Principal Collateral Assets (if the relevant Securities Lending Transaction is included in an Exposure Netting Unit, (a) taking into account any increase or decrease of the obligation to deliver Principal Collateral set out in Number 2.3.1 and (b) subject to the proviso in Number 2.2.1 Paragraph (2)).

The obligation of the Lender Clearing Member (Pledge) or SLLH (Pledge) to release the pledge on the Maturity Date (as defined in Number 2.2.2 below) will only become due after Eurex Clearing Borrower has actually delivered Equivalent Loaned Assets to the Lender Clearing Member (Pledge) or SLLH (Pledge).

- (3) With respect to a Securities Lending Transaction between Eurex Clearing Borrower and a Lender Clearing Member (Pledge),
 - (a) the Lender Clearing Member (Pledge) (i) shall not be subject to a margin requirement pursuant to Number 1.3 with regard to such Securities Lending Transaction and (ii) shall not be required to pay Contributions to the Default Fund pursuant to Chapter I Part 1 Number 6.1.1 with regard to such Securities Lending Transactions, accordingly,
 - (b) such Securities Lending Transaction shall not form part of any Standard Agreement or separate master agreement (*Rahmenvertrag*) pursuant to Chapter I Part 2 Subpart B Number 4.2 and shall be treated as legally separate from all other Transactions of the Lender Clearing Member (Pledge) (acting in such capacity or in any other capacity) pursuant to the Clearing Conditions (including other Securities Lending Transactions collateralised by way of a pledge),
 - (c) such Securities Lending Transaction shall not be subject to the provisions governing a Termination and its consequences pursuant to Chapter I Part 1 Number 7 and Chapter I Part 2 Subpart B Number 6, as well as a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9, and
 - (d) such Securities Lending Transaction shall not be subject to the provisions governing the failure to deliver Equivalent Principal Collateral at the Maturity Date pursuant to Number 2.6.5.
- (4) In addition, with respect to a Securities Lending Transaction between Eurex Clearing Borrower and a Lender Clearing Member (Pledge), such Securities Lending Transaction shall not be subject to the provisions governing the failure to deliver Principal Collateral or return Equivalent Principal Collateral during the term of a Securities Lending Transaction, pursuant to Number 2.6.3.
- (5) Upon delivery of Initial Principal Collateral (as defined in Number 2.3.1) by Eurex Clearing Borrower to a SLLH (Title Transfer/Pledge) in accordance with Paragraph (1) in connection with Number 2.3.1, such SLLH (Title Transfer/Pledge) shall grant to Eurex Clearing Borrower a pledge over Eligible Principal Collateral Assets in the form of financial instruments equivalent to the Non-Cash Principal Collateral actually

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delivered to it (the financial instruments to be so pledged to Eurex Clearing Borrower, the “**Pledge-Back Principal Collateral**”). For the purposes of providing such Pledge-Back Principal Collateral to Eurex Clearing Borrower, Eurex Clearing Borrower and the SLLH (Title Transfer/Pledge) will enter into a pledge agreement in the form provided by Eurex Clearing AG with respect to the relevant Tri-Party Collateral Agent.

The purpose of any such pledge over Pledge-Back Principal Collateral is to secure the obligation of the SLLH (Title Transfer/Pledge) (i) to deliver Equivalent Principal Collateral pursuant to Number 2.3.3 on the Maturity Date and (ii) to make any payment to Eurex Clearing Borrower resulting from a netting pursuant to Number 2.7.2 Paragraph (6), in each case with regard to the specific Securities Lending Transaction only, except that, where the Principal Collateral or Initial Principal Collateral is delivered in respect of an Exposure Netting Unit, the purpose of the pledge of such Pledge-Back Principal Collateral is to secure such obligations of the SLLH (Title Transfer/Pledge) with respect to all Securities Lending Transactions to which such Exposure Netting Unit relates..

2.1.6 Settlement

- (1) The delivery of Loaned Securities and Equivalent Loaned Securities shall be settled through a settlement location in accordance with the instructions of Eurex Clearing AG.
- (2) The delivery of Non-Cash Principal Collateral and Pledge-Back Principal Collateral shall be settled via a tri-party collateral agent (the “**Tri-Party Collateral Agent**”) who provides collateral management services on behalf of the relevant Clearing Member and Eurex Clearing AG as collateral giver or collateral taker, as the case may be, on the basis of the specific tripartite documentation with the Tri-Party Collateral Agent. All parties to the related Securities Lending Transactions must appoint the same Tri-Party Collateral Agent in respect of such related Securities Lending Transactions. The Tri-Party Collateral Agent maintains the required accounts for the relevant Clearing Member and Eurex Clearing AG.
- (3) Substitution of financial instruments comprised in the Principal Collateral and the Pledge-Back Principal Collateral and the handling of distributions and corporate actions with regard to the financial instruments comprised in the Principal Collateral or the Pledge-Back Principal Collateral shall (subject to Number 2.4.3) be handled in accordance with the rules and procedures of the Tri-Party Collateral Agent set out in their specific tripartite documentation.
- (4) Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the Tri-Party Collateral Agent’s duties and obligations vis-à-vis the Clearing Members. Eurex Clearing AG assumes no liability to the Clearing Members for any act or failure to act by the Tri-Party Collateral Agent in connection with the delivery or substitution of Non-Cash Principal Collateral or Pledge-Back Principal Collateral and the handling of distributions and corporate actions with regard to the Non-Cash Principal Collateral or the Pledge-Back Principal Collateral.

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- (5) Cash payments shall be made in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Eurex Clearing AG shall provide that any surplus cash balance that the holder of a Specific Lender License may have in its internal cash account with Eurex Clearing AG is credited to the account of the holder of a Specific Lender License at the respective payment institution.
- (6) The term “**actually delivered**” or “**actually deliver**” when used in this Chapter IX shall be interpreted as to refer to the following point in time:
- (a) with respect to the delivery of Loaned Securities by the Lender Clearing Member and Equivalent Loaned Securities by the Borrower Clearing Member to Eurex Clearing AG and, notwithstanding Number 2.1.4, for the purpose of determining a failure to deliver to Eurex Clearing AG pursuant to Numbers 2.6.1 and 2.6.4: the point in time on a Business Day immediately after notification by the respective settlement location of the credit to the relevant Eurex Clearing AG securities account. If such notification occurs after the cut-off time specified and published by Eurex Clearing AG from time to time in accordance with Chapter I Part 1 Number 16.2, such Loaned Securities shall not be considered to be actually delivered on such Business Day; provided that Eurex Clearing AG is entitled in its own discretion to accept notifications after the cut-off time in which case such Loaned Securities shall be actually delivered immediately after such notification;
 - (b) with respect to the delivery of Principal Collateral by the Borrower Clearing Member and Equivalent Principal Collateral by the Lender Clearing Member, in each case in form of Non-Cash Principal Collateral, to Eurex Clearing AG: the point in time on a Business Day immediately after receipt of the relevant report by Eurex Clearing AG from the Tri-Party Collateral Agent of the credit to the Eurex Clearing AG securities account held with such Tri-Party Collateral Agent;
 - (c) with respect to the delivery of Loaned Assets by the Lender Clearing Member and Equivalent Loaned Assets, in each case in form of cash, by the Borrower Clearing Member, and Principal Collateral by the Borrower Clearing Member and Equivalent Principal Collateral by the Lender Clearing Member, in each case in form of Cash Principal Collateral to Eurex Clearing AG: the point in time on a Business Day immediately after notification by the respective payment location of the credit of the relevant cash amount to the relevant Eurex Clearing AG cash account. If such notification occurs after the cut-off time specified and published by Eurex Clearing AG from time to time in accordance with Chapter I Part 1 Number 16.2, such cash amount shall not be actually delivered on such Business Day; provided that Eurex Clearing AG is entitled in its own discretion to accept notifications after the cut-off time in which case such cash amounts shall be actually delivered immediately after such notification;
 - (d) with respect to the delivery of Principal Collateral in form of Non-Cash Principal Collateral by Eurex Clearing Borrower by way of a pledge pursuant to Number 2.1.5 Paragraph (2): the point in time on a Business Day immediately after the credit to the relevant Eurex Clearing AG securities account (that is used for the granting of such pledge) held with such Tri-Party Collateral Agent;

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- (e) with respect to the delivery of Pledge-Back Principal Collateral by the SLLH (Title Transfer/Pledge) by way of a pledge pursuant to Number 2.1.5 Paragraph (5): the point in time on a Business Day immediately after the credit to the relevant securities account (that is used for the granting of such pledge) held with such Tri-Party Collateral Agent;
- (f) with respect to the delivery of securities to Eurex Clearing Lender in any of the circumstances set out in Number 2.4.1 Paragraph (3), Number 2.4.2 Paragraph (3) or (4), the point in time on a Business Day immediately after notification by the respective settlement location of the credit to the relevant Eurex Clearing AG securities account; or
- (g) in all other cases with respect to deliveries by Eurex Clearing AG to Clearing Members, the actual credit of the relevant Underlying Asset or Eligible Principal Collateral Asset to the securities or cash account of the relevant Clearing Member.

2.1.7 Currency Conversions

For the purpose of determining any prices, sums or values (including Market Value and Required Collateral Value (as defined in Number 2.3.2 below)) on any Business Day, prices, sums or values stated in currencies other than the currency for the Securities Lending Transaction specified in the Loan Information (the “**Transaction Currency**”) or the Principal Collateral Currency or any other relevant currency, as applicable, may, if reasonably required, be converted by Eurex Clearing AG (i) into the Transaction Currency on the basis of the exchange rate published by Eurex Clearing AG as of the previous Business Day, or (ii) into the Principal Collateral Currency or such other relevant currency, as applicable, on the basis of the current exchange rates published by Eurex Clearing AG.

2.1.8 Tax

(1) Deduction or withholding of taxes

The parties to the Securities Lending Transaction shall make all payments under the Securities Lending Transaction without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law.

If a party to a Securities Lending Transaction that is required to make a payment (in such capacity, the “**Payer**”) is so required to make a deduction or withholding from the payment owed by it, the Payer shall:

- (a) promptly notify the obligee of the payment obligation to which such deduction or withholding relates (the “**Recipient**”) of such requirement;
- (b) pay or otherwise account for the full amount required to be deducted or withheld to the relevant authority;

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- (c) upon written demand of the Recipient, forward to the Recipient documentation reasonably acceptable to the Recipient evidencing such payment to such authority; and
- (d) unless Paragraph (2) applies, pay to the Recipient, in addition to what the Recipient is otherwise entitled to in respect of the Securities Lending Transaction, such additional amount as is necessary to ensure that the amount actually received by the Recipient (after taking account of such withholding or deduction) is equal to the amount that the Recipient would have received had no such deduction or withholding been required.

“**Tax**” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) imposed by any government or other taxing authority in respect of any transaction effected pursuant to or contemplated by, or any payment under or in respect of, the relevant Securities Lending Transaction.

- (2) Payments in respect of Principal Collateral Distributions in the form of cash

If the Lender Clearing Member or Eurex Clearing Lender, as the case may be, is required to make a payment under a Securities Lending Transaction arising from a Principal Collateral Distribution in the form of cash, the Lender Clearing Member's or Eurex Clearing Lender's, as applicable, only obligation shall be to pay such amount to Eurex Clearing Borrower or the Borrower Clearing Member, as applicable, as it would have been received by the Lender Clearing Member, assuming that the Lender Clearing Member had retained the relevant Non-Cash Principal Collateral on the applicable Principal Collateral Distribution Record Date.

- (3) Reimbursement of Eurex Clearing AG by the Borrower Clearing Member

If Eurex Clearing Borrower is required to pay any additional amount to the Lender Clearing Member in accordance with Paragraph (1) (d) (the “**Eurex Clearing Gross-up Amount**”), the Borrower Clearing Member shall pay to Eurex Clearing Lender an amount equal to the Eurex Clearing Gross-up Amount. If the Borrower Clearing Member is required to make any deduction or withholding in respect of the amount so payable by it, Paragraph (1) shall apply *mutatis mutandis*.

- (4) Cooperation in respect of deductions or withholdings

Each party to a Securities Lending Transaction shall, upon written request of the other party, provide such other party (or any government or other taxing authority as such other party may direct), with any form or document and provide such other cooperation or assistance as may (in either case) reasonably be required in order to allow such other party to make a payment in respect of a Securities Lending Transaction without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document, or the provision of such cooperation or assistance, would not materially prejudice the legal or commercial position of the party that has received such request).

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(5) Transaction Tax

If the Lender Clearing Member or Eurex Clearing AG is required to pay any amount on account of any Transaction Tax (other than any Transaction Tax that would not be chargeable but for the Lender Clearing Member's or, as applicable, Eurex Clearing AG's, failure to comply with its obligations under the Clearing Agreement) chargeable in connection with any Securities Lending Transaction, the Lender Clearing Member shall notify Eurex Clearing AG, and, as applicable, Eurex Clearing AG shall notify the Borrower Clearing Member of such payment requirement. Upon receipt of the relevant notification, Eurex Clearing AG shall pay to the Lender Clearing Member or, as applicable, the Borrower Clearing Member shall pay to Eurex Clearing AG an amount equal to such amount payable by the Lender Clearing Member or Eurex Clearing AG, as the case may be. If Eurex Clearing Borrower receives any such notification from the Lender Clearing Member, it shall forward such notification to the Borrower Clearing Member and the Borrower Clearing Member shall, upon receipt of such notification, pay to Eurex Clearing Lender an amount equal to the amount payable by Eurex Clearing Borrower to the Lender Clearing Member in accordance with the preceding sentence.

"Transaction Tax" means any transaction, stamp, transfer, registration, documentation or similar Tax.

(6) Sales Tax

All amounts payable by any party to a Securities Lending Transaction to the other party of such Securities Lending Transaction are exclusive of any Sales Tax chargeable on any supply to which such sums relate and an amount equal to such Sales Tax shall in each case be paid by the party making such payment on receipt of an appropriate Sales Tax invoice.

"Sales Tax" means value added tax and any other Tax of a similar nature.

(7) Retrospective changes in law

Unless otherwise agreed between the parties to the relevant Securities Lending Transaction, amounts payable by one party to another in relation to a Securities Lending Transaction shall be determined by reference to applicable law as at the date of the relevant payment and no adjustment shall be made to amounts paid and no party shall have any claims or rights against any other party, as a result of:

- (a) any retrospective change in applicable law which is announced or enacted after the date of the relevant payment; or
- (b) any decision of a court of competent jurisdiction which is made after the date of the relevant payment (other than where such decision results from an action taken with respect to the Securities Lending Transaction or amounts paid or payable under the Securities Lending Transaction).

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2.2 Delivery and Return of Loaned Assets

2.2.1 Delivery of Loaned Assets

- (1) The settlement date of a Securities Lending Transaction shall be the relevant date specified in the Loan Information (the “**Value Date**”).
- (2) On the Value Date,
 - (i) the Lender Clearing Member shall transfer the Loaned Assets specified in the Loan Information to Eurex Clearing Borrower against delivery by Eurex Clearing Borrower of Initial Principal Collateral (if the relevant Securities Lending Transaction is included in an Exposure Netting Unit, taking into account any increase or decrease of the obligation to deliver Principal Collateral set out in Number 2.3.1) to the Lender Clearing Member or, if Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), upon creation of such pledge by Eurex Clearing Borrower; and
 - (ii) Eurex Clearing Lender shall transfer the Loaned Assets specified in the Loan Information to the Borrower Clearing Member against delivery by the Borrower Clearing Member of Initial Principal Collateral (if the relevant Securities Lending Transaction is included in an Exposure Netting Unit, taking into account any increase or decrease of the obligation to deliver Principal Collateral set out in Number 2.3.1) to Eurex Clearing Lender,

provided that if such Securities Lending Transaction forms part of an Exposure Netting Unit, the Value Date relates to more than one Securities Lending Transaction comprised in such Exposure Netting Unit and the Borrower Clearing Member does not offer to deliver to Eurex Clearing Lender the aggregate required Initial Principal Collateral for all Securities Lending Transactions comprised in such Exposure Netting Unit (in accordance with Number 2.3.1):

- (a) Eurex Clearing AG shall be entitled to decide (in its discretion, based on reasonable criteria and taking into account the value of Eligible Principal Collateral Assets that the Borrower Clearing Member has offered to deliver in respect of such Exposure Netting Unit) in respect of which of the Securities Lending Transactions comprised in such Exposure Netting Unit the obligation of the Lender Clearing Member to transfer the Loaned Assets to Eurex Clearing Borrower becomes due (and in which order); and
- (b) Number 2.6.2 applies with respect to (i) any Securities Lending Transaction for which, as a result of the decision taken by Eurex Clearing AG in accordance with sub-paragraph (a), the obligation to transfer the relevant Loaned Assets does not become due and (ii) the related Securities Lending Transaction.

Eurex Clearing AG will notify the Lender Clearing Member and the Borrower Clearing Member of any decision taken in accordance with sub-paragraph (a).

If Principal Collateral is transferred pursuant to Number 2.1.5 Paragraph (1) between Eurex Clearing Borrower and the Lender Clearing Member, all physical deliveries

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and payments between such parties shall (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable) be concurrently (*Zug um Zug*) performed. If Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), the obligation of the Lender Clearing Member (Pledge) or SLLH (Pledge) to transfer the Loaned Assets to Eurex Clearing Borrower shall (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable) only become due upon creation of such pledge by Eurex Clearing Borrower.

Eurex Clearing Lender shall transfer the Loaned Assets specified in the Loan Information to the Borrower Clearing Member immediately after the Borrower Clearing Member has actually delivered the Initial Principal Collateral to Eurex Clearing Lender (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable). The obligation of Eurex Clearing Lender to deliver the Loaned Assets to the Borrower Clearing Member shall only become due after the Borrower Clearing Member has actually delivered the Initial Principal Collateral to Eurex Clearing Lender (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable).

- (3) In respect of Loaned Securities for which EUI acts as the settlement location, the Lender Clearing Member and Eurex Clearing Borrower shall provide all instructions to EUI that are required to effect a transfer of the Loaned Securities to Eurex Clearing Borrower, and Eurex Clearing Lender and the Borrower Clearing Member shall provide all instructions to EUI that are required to effect a transfer of the Loaned Securities to the Borrower Clearing Member, in each case in accordance with this Number 2.2.1. The Lender Clearing Member and the Borrower Clearing Member shall, in respect of any such transfer, only provide instructions on the transfer of the entirety of the relevant Loaned Securities, but not only on the transfer of any portions thereof.

If and for as long as the Borrower Clearing Member or the Lender Clearing Member negligently or wilfully fails to provide any such required instruction in accordance with the preceding sub-paragraph, Eurex Clearing AG may, in order to enhance settlement discipline, irrespective of whether Eurex Clearing AG has suffered a loss, charge the Borrower Clearing Member or the Lender Clearing Member (as applicable) an amount of EUR 300 or USD 500 for each day of such failure (with a maximum of EUR 3,000 or USD 5,000).

Each of the Lender Clearing Member and the Borrower Clearing Member shall reimburse Eurex Clearing AG for any fees or penalties that may be payable by Eurex Clearing AG to EUI as a result of any instruction required to effect a transfer of Loaned Securities (in relation to Loaned Securities for which EUI acts as the settlement location) having been provided after any deadline applicable pursuant to the rules of EUI, unless Eurex Clearing AG has negligently or wilfully caused the delay of such instruction.

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2.2.2 Return of Equivalent Loaned Assets

- (1) On the Maturity Date (as defined in Paragraph (8) below), the Borrower Clearing Member and Eurex Clearing Borrower are each required to transfer Equivalent Loaned Assets to Eurex Clearing Lender and the Lender Clearing Member, respectively, (i) against delivery of Equivalent Principal Collateral by each of the Lender Clearing Member to Eurex Clearing Borrower and by Eurex Clearing Lender to the Borrower Clearing Member, respectively, or (ii) if Principal Collateral is provided by Eurex Clearing Borrower by way of a pledge pursuant to Number 2.1.5 Paragraph (2), against release of such pledge (in accordance with Number 2.1.5 Paragraph (2)) by the Lender Clearing Member (Pledge) or SLLH (Pledge), provided in the case of (i) above, that if such Securities Lending Transaction forms part of an Exposure Netting Unit, the Maturity Date relates to more than one Securities Lending Transaction comprised in such Exposure Netting Unit and the Lender Clearing Member (other than an SLLH (Pledge) or Lender Clearing Member (Pledge)) does not offer to deliver the aggregate Equivalent Principal Collateral for all Securities Lending Transactions comprised in such Exposure Netting Unit:
- (a) Eurex Clearing AG shall be entitled to decide (in its discretion, based on reasonable criteria and taking into account the value of Eligible Principal Collateral Assets that the Lender Clearing Member offers to deliver in respect of such Exposure Netting Unit) in respect of which of the Securities Lending Transactions comprised in such Exposure Netting Unit the obligation to transfer Equivalent Loaned Assets shall become due (and in which order); and
- (b) Number 2.6.5 applies with respect to (i) any Securities Lending Transaction for which, as a result of the decision taken by Eurex Clearing AG in accordance with sub-paragraph (a), the obligation to transfer the relevant Equivalent Loaned Assets does not become due and (ii) the related Securities Lending Transaction.

Eurex Clearing AG will notify the Lender Clearing Member and the Borrower Clearing Member of any decision taken in accordance with sub-paragraph (a).

If Principal Collateral is transferred pursuant to Number 2.1.5 Paragraph (1) between Eurex Clearing Borrower and the Lender Clearing Member, all physical deliveries and payments between such parties shall (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable) be concurrently (*Zug um Zug*) performed. If Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), the obligation of the Lender Clearing Member (Pledge) or SLLH (Pledge) to release such pledge shall only become due after Eurex Clearing Borrower has actually delivered Equivalent Loaned Assets to the Lender Clearing Member (Pledge) or SLLH (Pledge).

Eurex Clearing Lender shall transfer Equivalent Principal Collateral to the Borrower Clearing Member immediately after the Borrower Clearing Member has actually delivered (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable)

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Equivalent Loaned Assets to Eurex Clearing Lender. The obligation of Eurex Clearing Lender to deliver Equivalent Principal Collateral to the Borrower Clearing Member shall only become due after the Borrower Clearing Member has actually delivered (subject, in respect of Securities Lending Transactions which form part of an Exposure Netting Unit, to sub-paragraphs (a) and (b) above, if applicable) Equivalent Loaned Assets to Eurex Clearing Lender.

- (2) In respect of any Securities Lending Transaction which is an Open Term Loan, the Borrower Clearing Member and Eurex Clearing Borrower are each entitled to return to Eurex Clearing Lender and the Lender Clearing Member, respectively, all (or, to the extent provided for by the rules of the relevant Third Party Flow Provider, any part of) the Equivalent Loaned Securities at any time.

In respect of any Securities Lending Transaction, the Borrower Clearing Member and the Lender Clearing Member may mutually agree to return all (or, to the extent provided for by the rules of the relevant Third Party Flow Provider, any part of) the Equivalent Loaned Assets at any time.

Any such return of all or part of the Equivalent Loaned Assets (each a “**Return**”) shall be subject to the following paragraphs.

- (3) In respect of any Securities Lending Transaction which is an Open Term Loan, the Lender Clearing Member and Eurex Clearing Lender are each entitled to recall from Eurex Clearing Borrower and the Borrower Clearing Member, respectively, all (or, to the extent provided for by the rules of the relevant Third Party Flow Provider, any part of) the Equivalent Loaned Securities at any time.

In respect of any Securities Lending Transaction, the Borrower Clearing Member and the Lender Clearing Member may mutually agree on a recall of all (or, to the extent provided for by the rules of the relevant Third Party Flow Provider, any part of) the Equivalent Loaned Assets at any time.

Any such recall of all or part of the Equivalent Loaned Assets (each a “**Recall**”) shall be subject to the following paragraphs.

- (4) Except in the case of the second sub-paragraphs of Paragraph (2) and Paragraph (3) above, any Return or Recall requests may be made independently of the other party to the Securities Lending Transaction. To the extent the rules of the Third Party Flow Provider contain such provisions, the placement of a Return request shall automatically create a Recall request and the placement of a Recall request shall automatically create a Return request.
- (5) Return or Recall requests made by the Clearing Members shall be given via the Third Party Flow Provider.
- (6) Upon receipt of a Return or Recall request from a Clearing Member in respect of a Securities Lending Transaction, Eurex Clearing AG (in its capacity as Eurex Clearing Lender or Eurex Clearing Borrower, as applicable) shall make a corresponding Return or Recall request to the relevant other Clearing Member in respect of the related Securities Lending Transaction on the same terms and conditions as the

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Recall or Return request received by Eurex Clearing AG under the Securities Lending Transaction. All Return and Recall requests shall be made via the Third Party Flow Provider.

- (7) If provided for by the rules of the relevant Third Party Flow Provider, a Return or Recall request may be withdrawn by a Clearing Member via the Third Party Flow Provider at any time prior to the Maturity Date (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5). Upon receipt of a withdrawal of a Return or Recall request from a Clearing Member in respect of a Securities Lending Transaction, Eurex Clearing AG (in its capacity as Eurex Clearing Lender or Eurex Clearing Borrower, as applicable) shall make a corresponding withdrawal request to the relevant other Clearing Member in respect of the related Securities Lending Transaction on the same terms and conditions as the relevant withdrawal received by Eurex Clearing AG under the Securities Lending Transaction.

Any Return or Recall that has been mutually agreed by the Borrower Clearing Member and the Lender Clearing Member may not be withdrawn without the consent of the other party.

- (8) The “**Maturity Date**” of the relevant Securities Lending Transaction (i), in the case of an Open Term Loan, is the earlier of (a) the date specified in a Return or Recall (request) (if any, and which has not been withdrawn or cancelled), whichever date first becomes effective (or, if a Return or Recall request specify the same date, such date), or (b) the date fixed as final maturity of the Securities Lending Transaction in the Loan Information or (ii), in the case of a Fixed Term Loan, the date specified in the Loan Information, subject to an amendment of such date in accordance with Number 1.2.2 Paragraph (3), if any, and (for the avoidance of doubt) subject to an adjustment of such date due to a termination in accordance with Number 2.7.2, Number 2.7.3 or Number 2.7.4.

If such Maturity Date is a Business Day immediately following Good Friday, Easter Monday or Labour Day and if, with respect to the Underlying Securities of the relevant Securities Lending Transaction, a corporate action pursuant to Number 2.4.1 Paragraph (2) or Number 2.4.2, requiring an ISIN or a nominal change, is to be carried out on one of these holidays, the Maturity Date of the relevant Securities Lending Transaction shall be postponed to the next following Business Day (i.e. to the second Business Day following Good Friday, Easter Monday or Labour Day).

In the case of a Return request by the Borrower Clearing Member to Eurex Clearing Lender, the date specified as “**Maturity Date**” may not be a date which falls after the second anniversary of the date on which the Return request has been received by Eurex Clearing Lender or after the date pursuant to item (i) (b) of the definition of Maturity Date. Moreover, the Maturity Date shall not fall prior to the last day of the standard settlement period of the relevant cash market for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Return request, as determined by Eurex Clearing AG, unless the Return request has been mutually agreed by the Borrower Clearing Member and the Lender Clearing Member.

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In the case of a Recall request by the Lender Clearing Member to Eurex Clearing Borrower, the date specified as “**Maturity Date**” shall be a date which falls (i) not prior to the last day of the standard settlement period of the relevant cash markets for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Recall request, as determined by Eurex Clearing AG, and (ii) not after the 31st Business Day after the date on which the Recall has been received by Eurex Clearing Borrower or after the date pursuant to item (i) (b) of the definition of Maturity Date. Moreover, the Maturity Date shall not fall prior to the last day of the standard settlement period of the relevant cash market for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Recall request, as determined by Eurex Clearing AG, unless the Recall request has been mutually agreed by the Borrower Clearing Member and the Lender Clearing Member.

In the case of Securities Lending Transactions in which fixed income securities are to be delivered as Equivalent Loaned Securities, the day determined as the Maturity Date must be no later than the twelfth Business Day preceding the maturity of the fixed income securities.

- (9) In the event of a Return or Recall request of Equivalent Loaned Assets in part, the term “**Maturity Date**” shall only refer to such portion of the Loaned Assets, Principal Collateral, Equivalent Loaned Assets and Equivalent Principal Collateral to which such Recall or Return request relates. Following the settlement of the partial Recall or Return request, the “**Securities Lending Transaction**” shall relate only to such Loaned Assets, Principal Collateral, Equivalent Loaned Assets and Equivalent Principal Collateral as reduced by the settlement of such partial Recall or Return request.
- (10) Eurex Clearing AG reserves the right, to postpone the settlement of a Return or Recall request received by it and/or given by it for serious cause (*aus wichtigem Grund*). The Maturity Date shall be postponed accordingly.
- (11) In respect of Equivalent Loaned Securities for which EUI acts as the settlement location, the Borrower Clearing Member shall provide all instructions to EUI that are required to effect a transfer of Equivalent Loaned Securities to Eurex Clearing Lender, and Eurex Clearing Borrower shall provide all instructions to EUI that are required to effect a transfer of Equivalent Loaned Securities to the Lender Clearing Member, in each case in accordance with this Number 2.2.2. The Borrower Clearing Member shall, in respect of any such transfer, only provide instructions on the transfer of the entirety of the relevant Equivalent Loaned Securities that are to be delivered on the Maturity Date but not only on the transfer of any portions thereof.

If and for as long as the Borrower Clearing Member negligently or wilfully fails to provide any such required instruction, Eurex Clearing AG may, in order to enhance settlement discipline, irrespective of whether Eurex Clearing AG has suffered a loss, charge the Borrower Clearing Member an amount of EUR 300 or USD 500 for each day of such failure (with a maximum of EUR 3,000 or USD 5,000).

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- (12) If the Borrower Clearing Member provides any instruction to EUI for a transfer of Equivalent Loaned Securities to Eurex Clearing AG, but no obligation of the Borrower Clearing Member to make such transfer is due in accordance with this Chapter IX, the Borrower Clearing Member shall promptly submit appropriate instructions to EUI for a retransfer of such Equivalent Loaned Securities to the Borrower Clearing Member. If and for as long as the Borrower Clearing Member negligently or wilfully fails to provide any such required instruction to EUI, Eurex Clearing AG will, in order to enhance settlement discipline, irrespective of whether Eurex Clearing AG has suffered a loss, charge the Borrower Clearing Member an amount of EUR 300 or USD 500 for each day of such failure (with a maximum of EUR 3,000 or USD 5,000).
- (13) The Borrower Clearing Member shall reimburse Eurex Clearing AG for any fees or penalties that may be payable by Eurex Clearing AG to EUI as a result of any instruction required to effect a transfer of Equivalent Loaned Securities (in relation to Equivalent Loaned Securities for which EUI acts as the settlement location) having been provided after any deadline applicable pursuant to the rules of EUI, unless Eurex Clearing AG has negligently or wilfully caused the delay of such instruction.

2.2.3 Novation of Settled Original Securities Lending Transactions

Number 2.2.1 does not apply if and to the extent the Loaned Assets have been delivered by the Lender Clearing Member to the Borrower Clearing Member in respect of the Settled Original Securities Lending Transaction in full by the Novation Time of the related Securities Lending Transactions pursuant to Number 1.2, as set out in the Loan Information.

2.3 Delivery and Return of Principal Collateral and Pledge-Back Principal Collateral

On any Business Day (including any Value Date and any Maturity Date), any mutual obligations between the Lender Clearing Member and Eurex Clearing Borrower or between Eurex Clearing Lender and the Borrower Clearing Member to deliver any amount of Principal Collateral or Equivalent Principal Collateral pursuant to Numbers 2.3.1 to 2.3.3 that are or, at such point in time, are certain to become due on such Business Day (including any Value Date and Maturity Date) under one or several related Securities Lending Transactions that are included in the same Exposure Netting Unit shall be netted (*verrechnet*) with each other and only the resulting net delivery obligation (if any) shall be due by the relevant party.

2.3.1 Initial Delivery of Principal Collateral and Pledge-Back Principal Collateral

On the Value Date, each of the Borrower Clearing Member and Eurex Clearing Borrower shall transfer Eligible Principal Collateral Assets to Eurex Clearing Lender and the Lender Clearing Member, respectively, in accordance with Number 2.1.5 Paragraph (1) or, in the case of an initial delivery of Principal Collateral by Eurex Clearing Borrower to a Lender Clearing Member, in accordance with Number 2.1.5 Paragraph (2), as applicable, in an amount equal to the initial principal exposure determined by Eurex Clearing AG by using the Market Value (as defined in 2.3.2 Paragraph (4) below) of the Loaned Assets as of the previous Business Day (the “**Initial Principal Collateral**”). For the purpose of determining the initial principal exposure and to the extent the rules of the Third Party

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Flow Provider so provide, the Loan Information may provide for a mark-up percentage to be applied to the Market Value of the Loaned Assets, which must not be less than 70 per cent and must not be more than 120 per cent (the **“Mark-Up Percentage”**).

On the Value Date, the SLLH (Title Transfer/Pledge) shall, in accordance with Number 2.1.5 Paragraph (5), provide Pledge-Back Principal Collateral to Eurex Clearing Borrower in the form of Eligible Principal Collateral Assets equivalent to the Initial Principal Collateral actually delivered to such SLLH (Title Transfer/Pledge) by Eurex Clearing Borrower under such Securities Lending Transaction (or, if such Securities Lending Transaction is included in an Exposure Netting Unit, in respect of such Exposure Netting Unit).

2.3.2 **Marking to Market of Principal Collateral and Pledge-Back Principal Collateral during the term of a Securities Lending Transaction**

- (1) The aggregate Market Value (as defined in Paragraph (4) below) of the Eligible Principal Collateral Assets (where applicable, determined in respect of an Exposure Netting Unit) actually delivered in respect of the Principal Collateral to Eurex Clearing Lender by the Borrower Clearing Member and to the Lender Clearing Member by Eurex Clearing Borrower (excluding any Equivalent Principal Collateral repaid or re-delivered under Paragraph (2)) under a Securities Lending Transaction (the **“Posted Collateral”**) shall equal the Market Value of the number or aggregate nominal amount, as applicable, of the Underlying Assets equivalent to the Loaned Assets taking into account the applicable Mark-Up Percentage, if any, in respect of such Securities Lending Transaction (the **“Required Collateral Value”**).
- (2) If at the time of the beginning of the end-of-day processing at Eurex Clearing AG on any Business Day, Eurex Clearing AG determines that
 - (a) the Market Value of the Posted Collateral under a Securities Lending Transaction

exceeds
 - (b) the Required Collateral Value under such Securities Lending Transaction,

the Lender Clearing Member shall repay and/or re-deliver (or release the pledge), as the case may be, to Eurex Clearing Borrower and Eurex Clearing Lender shall repay and/or re-deliver to the Borrower Clearing Member such Equivalent Principal Collateral as will eliminate the excess (on the next Business Day at the time published by Eurex Clearing AG pursuant to Chapter I Part 1 Number 16.2 on its website (www.eurexclearing.com) with respect to the relevant currency or the relevant Tri-Party Collateral Agent, if applicable).
- (3) If at the time of the beginning of the end-of-day processing at Eurex Clearing AG on any Business Day, Eurex Clearing AG determines that:
 - (a) the Market Value of the Posted Collateral under a Securities Lending Transaction

falls below

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(b) the Required Collateral Value under such Securities Lending Transaction,

the Borrower Clearing Member shall provide to Eurex Clearing Lender, and Eurex Clearing Borrower shall provide to the Lender Clearing Member, such further Eligible Principal Collateral Assets in respect of the Principal Collateral as will eliminate the deficiency (on the next Business Day at the time published by Eurex Clearing AG pursuant to Chapter I Part 1 Number 16.2 on its website (www.eurexclearing.com) with respect to the relevant currency or the relevant Tri-Party Collateral Agent, if applicable),

provided, however, that Eurex Clearing Borrower shall not be required to provide to a SLLH (Title Transfer/Pledge) any such further Eligible Principal Collateral Assets with respect to a Fixed Term Loan by way of Title Transfer if and for as long as Eurex Clearing Borrower is not reasonably satisfied that such SLLH (Title Transfer/Pledge) will, or will be able to, validly provide the related Pledge-Back Principal Collateral to Eurex Clearing Borrower; in such circumstances Eurex Clearing Borrower shall offer to provide such further Eligible Principal Collateral Assets by way of pledge in accordance with Number 2.1.5 Paragraph (2) (applied *mutatis mutandis*).

(4) **“Market Value”** means:

(a) in relation to the valuation of Loaned Securities or Equivalent Loaned Securities, Non-Cash Principal Collateral, Equivalent Principal Collateral in respect of Non-Cash Principal Collateral or Pledge-Back Principal Collateral, the market value for the relevant securities, as determined by Eurex Clearing AG in its reasonable discretion using, where available, recognised pricing sources and otherwise applying a standard theoretical price calculation.

(b) in relation to Loaned Assets in the form of cash or Equivalent Loaned Assets in the form of cash, Cash Principal Collateral or Equivalent Principal Collateral in respect of Cash Principal Collateral, the amount of the currency concerned in accordance with Number 2.1.7.

(5) Eurex Clearing AG is entitled to apply Paragraphs (2) and (3) at any time on a Business Day in which case the relevant Clearing Member is obliged to deliver or entitled to receive, Eligible Principal Collateral Assets in respect of Principal Collateral with immediate effect.

(6) The aggregate Market Value of the Pledge-Back Principal Collateral to be provided pursuant to Number 2.1.5 Paragraph (5) shall at all times be equal to the Market Value of Principal Collateral for such Securities Lending Transaction as marked-to-market pursuant to Paragraphs (1) to (5) above. The SLLH (Title Transfer/Pledge) shall provide to Eurex Clearing Borrower such further Eligible Principal Collateral Assets in accordance with Number 2.1.5 Paragraph (5) and Eurex Clearing Borrower shall release the pledge to the SLLH (Title Transfer/Pledge) to the extent necessary to comply with the previous sentence.

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2.3.3 Final return of Principal Collateral and Pledge-Back Principal Collateral

On the Maturity Date, the Lender Clearing Member shall return to Eurex Clearing Borrower, and Eurex Clearing Lender shall return to the Borrower Clearing Member, the Equivalent Principal Collateral in respect of the Principal Collateral actually delivered until, and including the Maturity Date, in full and in accordance with Number 2.1.5 Paragraph (1) or, if Principal Collateral has been provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), the Lender Clearing Member (Pledge) or SLLH (Pledge) shall release such pledge pursuant to Number 2.1.5 Paragraph (2).

If Pledge-Back Principal Collateral has been provided pursuant to Number 2.1.5 Paragraph (5), Eurex Clearing Borrower shall release the pledge pursuant to Number 2.1.5 Paragraph (5) on the Maturity Date immediately after the SLLH (Title Transfer/Pledge) has returned the Equivalent Principal Collateral pursuant to the previous sentence.

2.3.4 Novation of Settled Original Securities Lending Transactions

Subject to Number 1.2.1 Paragraph (2), Number 2.3.1 applies *mutatis mutandis* to Settled Original Securities Lending Transactions unless and to the extent the Loan Information provides that the obligation to provide initial and subsequent Principal Collateral in form of Cash Principal Collateral by the borrower of the Settled Original Securities Lending Transaction to the lender of the Settled Original Securities Lending Transaction has already been satisfied. References to Principal Collateral actually delivered shall refer to such Eligible Principal Collateral Assets in form of Cash Principal Collateral that the Lender Clearing Member holds pursuant to the Loan Information by the Novation Time of the Securities Lending Transactions pursuant to Number 1.2 and respective Principal Collateral Redelivery Claim(s) shall arise as of such time.

2.4 Corporate Actions

The obligations of the Clearing Members and of Eurex Clearing AG and the procedures to be followed in respect of corporate actions arising in respect of the relevant Underlying Securities and Non-Cash Principal Collateral shall be as set out in this Number 2.4.

In respect of any corporate action (other than any Dividend With Options) relating to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, a Clearing Member shall not provide any instruction to EUI that changes the default processing of such corporate action ("*Skip Transformation*"). If, contrary to the previous sentence, a Clearing Member negligently or wilfully provides any such "Skip Transformation" instruction to EUI, Eurex Clearing AG may, in order to enhance settlement discipline, irrespective of whether Eurex Clearing AG has suffered a loss, charge such Clearing Member an amount of EUR 300 or USD 500 for each such instruction.

"**Dividends With Options**" are corporate actions in relation to Distributions granting the relevant holder of the relevant Underlying Securities the option (i) to receive securities or other instruments instead of a cash dividend or (ii) to have a cash dividend re-invested and to receive, in lieu of such re-invested cash, securities or other instruments (the securities or other instruments received pursuant to (i) and (ii) above, the "**Option**")

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Securities") or (iii) to receive a cash dividend payment in an alternative currency (the **"Option Cash"**).

2.4.1 Distributions in respect of Underlying Securities

In relation to any Securities Lending Transaction, if a relevant date on which the holders of the Underlying Securities are identified as being holders of an entitlement to any interest, dividends, rights or other distributions of any kind (the **"Record Date"**) falls in the period from, and including, the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) to, and excluding the Maturity Date (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5), subject to and in accordance with the following provisions the Borrower Clearing Member shall pay or deliver to Eurex Clearing Lender under such Securities Lending Transaction, and Eurex Clearing Borrower shall pay or deliver to the Lender Clearing Member under the related Securities Lending Transaction, a sum of money, securities or other assets which were agreed between the Lender Clearing Member and the Borrower Clearing Member or, if no such agreement was reached, which are equivalent to the amount of such interest, dividends, rights or other distributions of any kind (including any securities or instruments or cash in lieu of such distributions as a result of the exercise of any option relating to such distributions) that would be received by the Lender Clearing Member as a holder thereof on the Record Date assuming such Loaned Securities were retained by the Lender Clearing Member on the Record Date (each a **"Distribution"**), provided that, in respect of Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the amount and type of the Distribution (including any securities or instruments or cash in lieu of such distribution as a result of the exercise of any option relating to such distribution) shall be the amount and type determined by EUI and communicated to Eurex Clearing AG (subject, however, to Number 2.1.8). No such obligation to pay a Distribution pursuant to the preceding sentence applies, if – on the trade date of the Original Securities Lending Transactions – the Underlying Securities did not include a claim to interest, dividends, rights or other distributions resulting from the respective corporate action.

Unless otherwise provided under this Number 2.4.1 and subject to Number 2.1.8, payments or deliveries of Distributions by the Borrower Clearing Member and Eurex Clearing Borrower, respectively, shall be made on the date on which they would be received by the Lender Clearing Member in respect of the Loaned Securities assuming such Loaned Securities were retained by the Lender Clearing Member on the Record Date, as determined by Eurex Clearing AG (**"Distribution Settlement Date"**), provided that, in respect of Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, an obligation of Eurex Clearing AG to pay or deliver a Distribution to a Clearing Member shall (unless otherwise provided in this Number 2.4.1) only become due after Eurex Clearing AG has received delivery or payment from such Clearing Member in respect of any Distributions that are to be paid or delivered by that Clearing Member to Eurex Clearing AG with respect to any Securities Lending Transaction..

- (1) Distribution in the form of cash

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A Distribution in form of cash (“**Cash Distribution**”) shall be provided on terms as further specified in the Loan Information and in the same currency as the actual payment by the issuer of the Underlying Securities.

- (2) Distribution in the form of Securities if EUI does not act as the settlement location

A Distribution in the form of Securities (“**Securities Distribution**”) shall be delivered as follows:

- (a) if the Securities Distribution has the same International Securities Identification Number (“**ISIN**”) as the Loaned Securities, each of the related Securities Lending Transactions shall be increased by such Securities Distribution as of the Distribution Settlement Date, and each of the Borrower Clearing Member and Eurex Clearing Borrower shall be obliged to deliver additional Eligible Principal Collateral Assets in respect of Principal Collateral pursuant to Number 2.3.2. References in this Chapter IX to “**Loaned Securities**” shall then refer to the Loaned Securities as increased by the Securities Distribution, or
- (b) if the Securities Distribution has a different ISIN than the Loaned Securities, a new Securities Lending Transaction shall be established with respect to such Securities Distribution between the parties to the relevant Securities Lending Transaction as of the Distribution Settlement Date.

In case of Paragraph (b), the new Securities Lending Transaction with respect to the Securities Distribution shall have the same terms and conditions (lending fees, rebates, tax rates, etc.) as the existing Securities Lending Transaction with respect to the Loaned Securities. Following the establishment of such new Securities Lending Transaction, the new Securities Lending Transaction shall be independent from the existing Securities Lending Transaction and can be recalled or returned, amended pursuant to Number 1.2.2 Paragraph (3) or re-rated independently from the existing Securities Lending Transaction.

- (c) In case the Securities Distribution received under Paragraph (b) cannot be settled via the respective settlement locations, Eurex Clearing AG will notify the Clearing Members accordingly, and each of the Borrower Clearing Member and Eurex Clearing Borrower shall be obliged to make a cash payment to Eurex Clearing Lender and the Lender Clearing Member, respectively, in the currency of the Underlying Security for the Securities Distribution received under Paragraph (b) at the Distribution Settlement Date. The amount of such cash payment by the Borrower Clearing Member and Eurex Clearing Borrower (which amounts must be identical) shall be determined by Eurex Clearing AG in its reasonable discretion.
- (d) Specific provisions in case of Securities Distributions in the form of rights

The following additional provisions apply to new Securities Lending Transactions established in the case of Securities Distributions in the form of rights pursuant to Paragraph (b) above:

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Any rights deriving from such Securities Distributions in the form of rights with options are to be exercised in accordance with Number 2.4.2 Paragraph (2).

The following applies, if such rights with options are not exercised or in the case of Securities Distributions in the form of rights without options:

- (i) A Recall or Return request, as the case may be, may be issued by a party to the Securities Lending Transaction in accordance with Number 2.2.2.
- (ii) If no Recall or Return request is issued, each related Securities Lending Transaction regarding the Securities Distribution in the form of rights with options shall be redeemed (and shall, accordingly, terminate) by the Borrower Clearing Member and Eurex Clearing Borrower, respectively, based on the manner the issuer (or the relevant other grantor of the relevant right or option) would react if no action were taken by the entitled holder of the securities (i.e. "**Market Default**"). In case of a Market Default in the form of a cash payment, each of the Borrower Clearing Member and Eurex Clearing Borrower shall pay to Eurex Clearing Lender and the Lender Clearing Member, respectively, the respective amount in accordance with Number 2.4.1 Paragraph (1). In case of a Market Default in form of a Securities Distribution, delivery by the Borrower Clearing Member and Eurex Clearing Borrower shall take place in accordance with Number 2.4.1 Paragraph (2). In case of a Market Default in the form of a mere lapse of the relevant rights with options the Securities Lending Transaction regarding the Securities Distribution in the form of rights with options shall terminate without the redelivery of the Equivalent Loaned Securities.

In case the Market Default cannot be effected by the settlement location in the relevant market, the Securities Lending Transaction regarding the Securities Distribution in the form of rights with options shall be redeemed by way of cash settlement on the Distribution Settlement Date and each of the Borrower Clearing Member and Eurex Clearing Borrower shall be obliged to pay to Eurex Clearing Lender and the Lender Clearing Member, respectively, a respective cash amount in respect of the relevant Securities Lending Transaction.

The amount of such cash payment by the Borrower Clearing Member and Eurex Clearing Borrower (which amounts must be identical) shall be determined by Eurex Clearing AG in the currency of the Underlying Securities on the basis of the last settlement price of the rights prior to the final Maturity Date (the "**Rights Cash Settlement Price**") or, if no such Rights Cash Settlement Price is available, such other amount as determined by Eurex Clearing AG in its reasonable discretion and notified by Eurex Clearing AG to the Clearing Members.

Eurex Clearing AG is neither obliged to undertake the effective sale nor the execution of any rights underlying the new Securities Lending Transaction.

- (3) Securities Distribution if EUI acts as the settlement location

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A Securities Distribution with respect to Securities for which EUI acts as the settlement location shall only result in a unilateral claim against the Borrower Clearing Member and Eurex Clearing Borrower, respectively, for a delivery of the relevant securities in accordance with Number 2.4.1 Paragraph (1) and (2), but shall not result in any amendment of any existing Securities Lending Transaction or in the creation of any new Securities Lending Transaction.

- (4) Dividends With Options in respect of Loaned Securities for which EUI acts as the settlement location

If a Dividend With Options relates to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the following applies:

- (a) If the Lender Clearing Member, in respect of a Securities Lending Transaction to which such Dividend With Options relates, wishes to select an option for a delivery of Option Securities or Option Cash (in accordance with the terms offered by the relevant issuer or the relevant other grantor of the relevant option) in lieu of a Cash Distribution, the Lender Clearing Member must, with respect to such Securities Lending Transaction and by no later than 24 hours prior to the applicable Election Deadline, (i) submit an instruction to Eurex Clearing Borrower through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) cancelling the cash income claim of the Lender Clearing Member against Eurex Clearing Borrower that, by default, is established in the CREST system of EUI with respect to such Dividend With Options (a "**Lender Income Cancellation Instruction**") and (ii) notify Eurex Clearing AG of the submission of such Lender Income Cancellation Instruction.

"**Election Deadline**" means the latest point in time at which, pursuant to the terms of the relevant Dividend With Options, the option for a delivery of Option Securities or the payment of Option Cash can validly be exercised.

- (b) If the Lender Income Cancellation Instruction and the related notification have been submitted in compliance with Paragraph (4) (a), Eurex Clearing Lender shall, by no later than the applicable Election Deadline (i) submit to the Borrower Clearing Member an instruction through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) cancelling the cash income claim of Eurex Clearing Lender against the Borrower Clearing Member that, by default, is established in the CREST system of EUI with respect to such Dividend With Options (a "**Eurex Clearing Lender Income Cancellation Instruction**") and (ii) notify the Borrower Clearing Member of the receipt of the Lender Income Cancellation Instruction and the submission of the Eurex Clearing Lender Income Cancellation Instruction.
- (c) If the Lender Income Cancellation Instruction and the related notification have been submitted in compliance with Paragraph (4) (a), Eurex Clearing Borrower shall, in addition to its obligations set out in Paragraph (4) (b), by no later than the applicable Payment Date, (i) submit to the Lender Clearing Member an

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instruction through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) matching the Lender Income Cancellation Instruction and (ii) notify the Lender Clearing Member of such submission.

"Payment Date" means the date on which, pursuant to the terms of the relevant Dividend With Options, the relevant Cash Distribution would be payable (if no option for a delivery of Option Securities or a payment of Option Cash has been exercised).

- (d) If Eurex Clearing Lender has submitted a Eurex Clearing Lender Income Cancellation Instruction in compliance with Paragraph (4) (b), the Borrower Clearing Member shall, prior to the applicable Payment Date, (i) submit an instruction to Eurex Clearing Lender through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) matching the Eurex Clearing Lender Income Cancellation Instruction (a **"Borrower Income Cancellation Instruction"**) and (ii) notify Eurex Clearing Lender of such submission.
- (e) If the Lender Clearing Member has submitted a Lender Income Cancellation Instruction in compliance with Paragraph (4) (a), the Lender Clearing Member, by no later than the end of business on the second Business Day prior to the applicable Payment Date, (i) may, with respect to such Securities Lending Transaction submit to Eurex Clearing Borrower an instruction through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) for a delivery of the relevant Option Securities or a payment of the relevant Option Cash with respect to the Dividend With Options to the Lender Clearing Member (a **"Lender Delivery Instruction"**) and (ii) shall, if it submits such Lender Delivery Instruction, notify Eurex Clearing Borrower of such submission.
- (f) If the Lender Delivery Instruction and the related notification have been submitted in compliance with Paragraph (4) (e), Eurex Clearing Lender shall, prior to the applicable Payment Date, (i) submit to the Borrower Clearing Member an instruction through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) for a delivery of the relevant Option Securities or the payment of the relevant Option Cash with respect to the Dividend With Options to Eurex Clearing Lender (a **"Eurex Clearing Lender Delivery Instruction"**) and (ii) notify the Borrower Clearing Member of the receipt of the Lender Delivery Instruction and the submission of the Eurex Clearing Lender Delivery Instruction.

Upon the submission of such Eurex Clearing Lender Delivery Instruction, a claim of Eurex Clearing Lender against the Borrower Clearing Member for the delivery of the relevant Option Securities or the payment of the relevant Option Cash, as applicable, to Eurex Clearing Lender (**"Eurex Clearing Delivery Claim"**) shall arise under the Clearing Conditions with respect to such Dividend With Options (irrespective of whether (A) the Borrower Clearing Member has submitted the relevant Borrower Income Cancellation Instruction or (B) the

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Borrower Clearing Member submits a matching Borrower Delivery Instruction (as defined in Paragraph (4)(h)), provided that a Eurex Clearing Delivery Claim shall not arise to the extent that a corresponding delivery or payment claim of Eurex Clearing Lender against the Borrower Clearing Member for the relevant Option Securities or the relevant Option Cash is also established in the CREST system of EUI. If a Eurex Clearing Delivery Claim has arisen and subsequently a corresponding delivery or payment claim of Eurex Clearing Lender against the Borrower Clearing Member for the relevant Option Securities or the relevant Option Cash is established in the CREST system of EUI, the Eurex Clearing Delivery Claim shall expire to the extent that such delivery or payment claim established in the CREST system of EUI is equal to the Eurex Clearing Delivery Claim.

- (g) If the Lender Delivery Instruction and the related notification have been submitted in compliance with Paragraph (4) (e), Eurex Clearing Borrower shall, (irrespective of whether the Borrower Clearing Member has submitted the related Borrower Income Cancellation Instruction), no later than on the applicable Payment Date, (i) submit to the Lender Clearing Member an instruction through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) matching the Lender Delivery Instruction ("**Eurex Clearing Borrower Delivery Instruction**") and (ii) notify the Lender Clearing Member of such submission.
- (h) The Borrower Clearing Member shall, by no later than the applicable Payment Date, (i) submit an instruction to Eurex Clearing Lender through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) matching the Eurex Clearing Lender Delivery Instruction (a "**Borrower Delivery Instruction**") and (ii) notify Eurex Clearing Lender of such submission.
- (i) If a Eurex Clearing Delivery Claim has been established, but the Borrower Clearing Member has failed to submit the related Borrower Income Cancellation Instruction such that the cash income claim of Eurex Clearing Lender against the Borrower Clearing Member that, by default, has been established in the CREST system of EUI with respect to such Dividend With Options is not cancelled and Eurex Clearing Lender receives any payment from the Borrower Clearing Member in discharge of such cash income claim, Eurex Clearing Lender shall repay to the Borrower Clearing Member the amount so received.
- (j) Any payment or delivery claims arising with respect to a Dividend With Options between the Lender Clearing Member and Eurex Clearing Borrower or between Eurex Clearing Lender and the Borrower Clearing Member pursuant to this Paragraph (4) shall only result in separate unilateral claims between the relevant parties, but shall not result in any amendment of any existing Securities Lending Transaction or in the creation of any new Securities Lending Transaction.

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2.4.2 Mandatory Reorganisations, Voluntary Reorganisations and Mandatory Reorganisations With Options

Mandatory Reorganisations (as defined in Paragraph (1) below), Voluntary Reorganisations (as defined in Paragraph (2) below) and Mandatory Reorganisations With Options (as defined in Paragraph (4) below) shall have the effects on Securities Lending Transactions set out in Paragraph (1), (2), (3) or (4) below, as relevant.

(1) Mandatory Reorganisations

“Mandatory Reorganisations” are corporate actions where the participation of the relevant holder of the relevant Underlying Securities in the corporate action is mandatory and not based on an individual decision or election of such holder of the relevant Underlying Securities. Mandatory Reorganisations may be based on a decision of the competent corporate bodies of the respective company, e.g. the shareholders’ meeting, or be triggered by third parties, e.g. in case of a squeeze out following a takeover offer. Any reference to a “Mandatory Reorganisation” shall not include a Mandatory Reorganisation With Options (as defined in Paragraph (4) below).

Mandatory Reorganisations which occur on or after the Novation Time and on or prior to the Maturity Date (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5) shall be processed in accordance with the following provisions:

- (a) where any liquidation (in whole or in part) or squeeze-out occurs with respect to the Underlying Securities, the related Securities Lending Transactions between the Lender Clearing Member and Eurex Clearing Borrower and between Eurex Clearing Lender and the Borrower Clearing Member shall be (i) redeemed on the date on which such liquidation or squeeze-out proceeds, if any, would be received by the Lender Clearing Member in respect of the Loaned Securities assuming such Loaned Securities were retained by the Lender Clearing Member on such date, and on such date Eurex Clearing Borrower shall pay to the Lender Clearing Member, and the Borrower Clearing Member shall pay to Eurex Clearing Lender, a sum of money equivalent to (and in the same currency as) such liquidation or squeeze-out proceeds, if any, against the return of the Principal Collateral to Eurex Clearing Borrower and the Borrower Clearing Member and the relevant Securities Lending Transactions will be redeemed without the delivery of Equivalent Loaned Securities or (ii) automatically be cancelled in case the Mandatory Reorganisation under (a) occurred on or after the Novation Time and prior to the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2);
- (b) where any other Mandatory Reorganisations occur with respect to the Underlying Securities, the related Securities Lending Transactions between the Lender Clearing Member and Eurex Clearing Borrower and between Eurex Clearing Lender and the Borrower Clearing Member shall on the execution date of such other Mandatory Reorganisation by the issuer, be adjusted accordingly by the equivalent of the securities that would be received by the Lender Clearing Member in respect of the Loaned Securities assuming such Loaned

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Securities were retained by the Lender Clearing Member on the execution date of such other Mandatory Reorganisation by the issuer. References in this Chapter IX to Loaned Securities shall then refer to the Loaned Securities as adjusted by this Paragraph (1) (b).

(2) Voluntary Reorganisations

“Voluntary Reorganisations” are certain corporate actions that, in respect of the relevant Underlying Securities, are not mandatory but require a decision/election of the holder of the Underlying Securities to participate in the corporate action (including exchange offers, repurchase offers, tender, acquisition, takeover or purchase offers and the execution of rights pursuant to Number 2.4.1 Paragraph (2) (d)). Any reference to a “Voluntary Reorganisation” shall not include a Mandatory Reorganisation With Options (as defined in Paragraph (4) below).

If the Lender Clearing Member wishes to receive Distributions or to execute any rights with regard to Voluntary Reorganisations (except for any Voluntary Reorganisations that relate to any Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location), it may proceed in accordance with the following provisions and shall submit a Lender Election through the VCA Input System (as defined below). In respect of any Voluntary Reorganisations that relate to any Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the VCA Input System (as defined below) may not be used, Number 2.4.2 Paragraph (2) (a) to (c) do not apply and only Number 2.4.2 Paragraph (3) applies.

“VCA Input System” means a system provided by Eurex Clearing AG or a third-party flow provider recognised by Eurex Clearing AG for purposes of enabling Lender Clearing Members and Borrower Clearing Members to submit elections and instructions relating to Voluntary Reorganisations.

The Lender Clearing Member and the Borrower Clearing Member may submit elections and instructions through the VCA Input System only in accordance with the following provisions (and, if the VCA Input System is provided by a third-party flow provider, subject to the rules of such third-party flow provider), and such elections and instructions shall have the effects set out in this Paragraph (2), subject to the provisions of Number 2.7.4.

- (a) Subject to Paragraph (2) (c), the Lender Clearing Member may, with respect to each Securities Lending Transaction to which a Voluntary Reorganisation relates, submit a Lender Election prior to or after the Eurex Clearing Deadline but no later than by the applicable Eurex Clearing Outturn Instruction Deadline. In the case of a right which may be exercised in more than one manner, the Lender Clearing Member shall specify in the Lender Election how the right(s) shall be exercised.

“Lender Election” means, with respect to the relevant Securities Lending Transaction, an election and instruction on the exercise of the relevant right(s) of the Lender Clearing Member as the holder of the relevant Underlying Security or Underlying Securities (assuming such Underlying Securities were

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retained by the Lender Clearing Member), stating the Intended VCA Settlement Date.

“Intended VCA Settlement Date” means a date, as provided by the Lender Clearing Member in the relevant Lender Election, for the processing of the Outturn. The Intended VCA Settlement Date does not have to coincide with the date on which the Voluntary Reorganisation would be executed or settled in accordance with its terms.

With respect to a Preliminary Outturn or an Outturn (both as defined below), **“processed”** or **“processing”** means, as applicable, that the relevant effect on the Securities Lending Transaction applies without any further action being taken.

“Eurex Clearing Deadline” means, with respect to a Voluntary Reorganisation, 24 hours prior to the relevant Market Deadline, provided that, if such point in time falls on a day other than a Business Day, the Eurex Clearing Deadline shall be the same time of the day on the immediately preceding Business Day.

“Eurex Clearing Outturn Instruction Deadline” means the close of business on the second Business Day preceding the relevant Intended VCA Settlement Date.

“Market Deadline” means the latest point in time, as applicable pursuant to the terms of the relevant Voluntary Reorganisation, for a valid exercise of rights (vis-à-vis the issuer of the relevant Underlying Security or Underlying Securities or any other relevant party) by the holder of the relevant Underlying Security or Underlying Securities in respect of the Voluntary Reorganisation.

If the Lender Clearing Member submits a Lender Election, the Lender Clearing Member shall also submit an Outturn Instruction. Such Outturn Instruction may be submitted together with the Lender Election or may, subject to Paragraph (2) (c), be submitted thereafter, but no later than by the applicable Eurex Clearing Outturn Instruction Deadline. **“Outturn Instruction”** means a statement on the Outturn (including the exact number and amount of any Equivalent Loan Securities that shall be redelivered and/or the exact amounts of any cash components that shall be payable) that would result from the execution of the Lender Election. **“Outturn”** means, as applicable, any of the following (or a combination thereof):

- (i) in the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against other securities, an amendment of the terms of the related Securities Lending Transactions such that
 - (A) such Securities Lending Transactions shall have the terms as if a new securities lending transaction in respect of the securities delivered as a result of the exercise of the right under the Voluntary Reorganisation were submitted to Eurex Clearing AG as a Settled Original Securities Lending Transaction for novation to Eurex Clearing AG in accordance with Number 1.2.1 Paragraphs (2) and (3), provided that the

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Underlying Securities of such Settled Original Securities Lending Transaction are eligible for Clearing; and

- (B) upon the effects set out in (A) and receipt of the required Principal Collateral from the Borrower Clearing Member by Eurex Clearing AG in accordance with Number 1.2.1 Paragraph (2) and Number 2.3.4 under the amended Securities Lending Transaction, a Recall by the Lender Clearing Member, and a corresponding Recall by Eurex Clearing Lender in respect of the original Equivalent Loaned Securities to which such Securities Lending Transactions related prior to such amendment shall automatically be issued and Eurex Clearing AG shall process such Recall in accordance with Number 2.2.2 Paragraph (3) et seq. (except Paragraphs (6), (7) and (8) sub-Paragraphs 3 and 4), provided that no redelivery of the original Equivalent Loaned Securities shall take place; or
- (ii) in the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against cash, a Recall in respect of the related Securities Lending Transactions without redelivery of Equivalent Loan Securities and against payment of a cash compensation; or
- (iii) in the case of a Voluntary Reorganisation that provides for the right to (wholly or partially) exchange the Underlying Securities against a combination of other securities, cash or other assets (and vice versa), a combination of the results set out in items (i) and (ii) above; and
- (iv) in the case of a Voluntary Reorganisation the exercise of which requires the Lender Clearing Member as holder of the relevant Underlying Securities (assuming such Underlying Securities were retained by the Lender Clearing Member) to pay to the issuer or a third party an amount of cash, an obligation of the Lender Clearing Member to pay to Eurex Clearing Borrower, and a corresponding obligation of Eurex Clearing Lender to pay to the Borrower Clearing Member, a corresponding cash amount (the “**VCA Exercise Amount**”).

The Lender Clearing Member may submit the Outturn Instruction in indicative form (in which case such Outturn Instruction must be labelled “subject to change”). If the Outturn Instruction is submitted in such indicative form, the Lender Clearing Member may, no later than at the close of business on the second Business Day preceding the Intended VCA Settlement Date (the “**Update Deadline**”), and in each case through the VCA Input System (i) remove the “subject to change” label of the Outturn Instruction (in which case no further updates of the Outturn Instruction can be made), (ii) update the Outturn set out in such Outturn Instruction or (iii) withdraw such Outturn Instruction. If the Outturn instruction is still labelled “subject to change” at the Update Deadline, such label will automatically be removed and the Outturn Instruction will become final.

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- (b) Eurex Clearing AG will perform a validation of the Lender Election and the Outturn Instruction (including any update thereto) and will reject such Lender Election and/or such Outturn Instruction if such Lender Election and/or Outturn Instruction do not meet the formal requirements as published by Eurex Clearing AG on its website (www.eurexclearing.com) from time to time.

If Eurex Clearing AG rejects the Lender Election and/or Outturn Instruction, Eurex Clearing AG will notify the Lender Clearing Member accordingly and the Lender Clearing Member may submit a revised Lender Election and/or Outturn Instruction, respectively, in accordance with Paragraph (2) (a). If the Lender Clearing Member does not submit a revised Lender Election and/or Outturn Instruction, the original Lender Election and/or Outturn Instruction will not be effective. If the Lender submits a revised Lender Election and/or Outturn Instruction, such revised Lender Election and/or Outturn Instruction will be subject to the validation procedure set out above.

If the (as applicable, revised) Lender Election and/or Outturn Instruction has been validated, Eurex Clearing AG will notify the Lender Clearing Member of such validation and will forward such Lender Election and/or Outturn Instruction to the Borrower Clearing Member.

If the Lender Clearing Member (i) does not submit a valid Lender Election or, in the case of a rejection of a Lender Election, a valid revised Lender Election or (ii) withdraws its Outturn Instruction in accordance with Paragraph (2) (a) prior to the commencement of a Dispute Resolution Procedure, the Market Default will be applied subject to and in accordance with Number 2.4.1 Paragraph (2) (d) (ii).

- (c) The Borrower Clearing Member may, until close of business on the Business Day preceding the Intended VCA Settlement Date, accept, reject or dispute the Lender Election and/or Outturn Instruction (as well as an updated Lender Election and/or Outturn Instruction) through the VCA Input System. In addition, if the relevant Lender Election has been submitted after the Eurex Clearing Deadline and the Borrower Clearing Member has not accepted, rejected or disputed the Lender Election and/or Outturn Instruction by close of business on the Business Day preceding the Intended VCA Settlement Date, the Borrower Clearing Member may, until the close of business on the first Business Day after the Intended VCA Settlement Date, dispute the relevant Lender Election and/or Outturn Instruction. If, in the case of an updated Lender Election and/or Outturn Instruction, the Borrower Clearing Member already rejected or disputed the previous Lender Election and/or Outturn Instruction, such rejection or dispute shall also prevail in respect of the updated Lender Election and/or Outturn Instruction unless the Borrower Clearing Member submits an acceptance of such updated Lender Election and/or Outturn Instruction through the VCA Input System.

- (A) If the Borrower Clearing Member (I) accepts, or (II) does not reject or dispute, the validated Lender Election and/or Outturn Instruction (or an updated Lender Election and/or Outturn Instruction) prior to close of

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business on the Business Day preceding the Intended VCA Settlement Date, an Outturn (in the case of (I)) and a Preliminary Outturn (in the case of (II)) shall be processed on the Intended VCA Settlement Date in accordance with the (as applicable, updated) Outturn Instruction of the Lender Clearing Member (irrespective of whether the Lender Election has been submitted prior to or after the Eurex Clearing Deadline),

provided that if such Outturn or such Preliminary Outturn includes the payment of a VCA Exercise Amount, such Outturn or such Preliminary Outturn will only be processed on such date if the VCA Exercise Amount has been paid by the Lender Clearing Member to Eurex Clearing Borrower and by Eurex Clearing Lender to the Borrower Clearing Member. If the VCA Exercise Amount is not paid prior to the close of business on the Intended VCA Settlement Date in accordance with this sub-paragraph (A), the Lender Election and Outturn Instruction becomes invalid and an Outturn shall be processed at the close of business on the Intended VCA Settlement Date in accordance with the Market Default.

“Preliminary Outturn” means an Outturn (i.e. the amendment of the terms of the related Securities Lending Transactions) resulting from the validated Lender Election and Outturn Instruction which may still be reversed by an Outturn resulting from a Dispute Resolution Procedure (if any).

- (B) If the Borrower Clearing Member rejects or disputes the validated Lender Election and/or Outturn Instruction (or an updated Lender Election and/or Outturn Instruction) prior to close of business on the Business Day preceding the Intended VCA Settlement Date and the Lender Election has been submitted after the Eurex Clearing Deadline, an Outturn shall be processed on the Intended VCA Settlement Date in accordance with the Market Default.
- (C) If the Borrower Clearing Member
- (aa) where the Lender Election has been submitted prior to the Eurex Clearing Deadline, rejects the validated Lender Election and/or Outturn Instruction (or, as applicable, the latest updated Lender Election and/or Outturn Instruction) prior to close of business on the Business Day preceding the Intended VCA Settlement Date; or
 - (bb) where the Lender Election has been submitted after the Eurex Clearing Deadline, disputes the validated Lender Election and/or Outturn Instruction (or, as applicable, the latest updated Lender Election and/or Outturn Instruction) prior to close of business on the first Business Day after the Intended VCA Settlement Date,

a dispute resolution procedure (the **“Dispute Resolution Procedure”**) will, subject to sub-paragraph (I) below, be conducted after the Intended VCA Settlement Date in accordance with the provisions set forth in the dispute resolution rules as published by Eurex Clearing AG on its website

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www.eurexclearing.com (such rules, as amended from time to time, the “**Dispute Resolution Rules**”).

- (I) The Preliminary Outturn resulting from the validated Lender Election and Outturn Instruction will already be processed on the Intended VCA Settlement Date, provided that if such Preliminary Outturn includes the payment of a VCA Exercise Amount, such Preliminary Outturn will only be processed on such date if the VCA Exercise Amount has been paid by the Lender to the Borrower. If the VCA Exercise Amount is not paid prior to the close of business on the Intended VCA Settlement Date in accordance with this subparagraph (I), the Lender Election and Outturn Instruction becomes invalid, an Outturn shall be processed at the close of business on the Intended VCA Settlement Date in accordance with the Market Default and no Dispute Resolution Procedure will be conducted.

If a Dispute Resolution Procedure is conducted, the Lender Clearing Member may request a Recall (subject to and in accordance with Number 2.2.2 Paragraph (3)) in relation to the Securities Lending Transaction with Eurex Clearing Borrower (as amended by such Preliminary Outturn), and Eurex Clearing Lender shall, if the Lender Clearing Member requests such Recall, request a Recall in respect of the related Securities Lending Transaction with the Borrower Clearing Member (as amended by such Preliminary Outturn), in each case prior to the processing of the final Outturn pursuant to Paragraph (2) (c) (C) (II). Each such Recall request will be processed as soon as practicable.

- (II) The Outturn prevailing in the Dispute Resolution Procedure shall be processed in accordance with the Dispute Resolution Rules.
- (D) If the Borrower Clearing Member disputes the validated Lender Election and/or Outturn Instruction prior to close of business on the Business Day preceding the Intended VCA Settlement Date, a Dispute Resolution Procedure will be commenced immediately (i.e. before the Intended VCA Settlement Date) and will be conducted in accordance with the Dispute Resolution Rules.
- (aa) The Preliminary Outturn will, if the Dispute Resolution Procedure is not yet completed on or prior to the relevant Intended VCA Settlement Date, already be processed on the Intended VCA Settlement Date, provided that if such Preliminary Outturn includes the payment of a VCA Exercise Amount, such Preliminary Outturn will only be processed on such date if the VCA Exercise Amount has been paid by the Lender Clearing Member to Eurex Clearing Borrower and by Eurex Clearing Lender to the Borrower Clearing Member. If the VCA Exercise Amount is not paid prior to the close of business on the Intended VCA Settlement Date in accordance with this subparagraph (aa), the Lender Election and Outturn Instruction becomes

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invalid and an Outturn shall be processed at the close of business on the Intended VCA Settlement Date in accordance with the Market Default. The Lender Clearing Member may request a Recall (subject to and in accordance with Number 2.2.2 Paragraph (3)) in relation to the Securities Lending Transaction with Eurex Clearing Borrower (as amended by such Preliminary Outturn), and Eurex Clearing Lender shall, if the Lender Clearing Member requests such Recall, request a Recall in respect of the related Securities Lending Transaction (as amended by such Preliminary Outturn) with the Borrower Clearing Member, in each case prior to the processing of the final Outturn pursuant to Paragraph (2) (c) (D) (bb). Each such Recall request will be processed as soon as practicable.

(bb) The Outturn prevailing in the Dispute Resolution Procedure shall be processed in accordance with the Dispute Resolution Rules.

(E) If the Outturn resulting from the application of this Paragraph (2) (c) (including, as applicable, the Dispute Resolution Rules) deviates from the Preliminary Outturn, the Preliminary Outturn shall automatically be reversed upon the processing of such Outturn.

The Dispute Resolution Rules form an integral part of these Clearing Conditions.

(3) Voluntary Reorganisations in respect of Loaned Securities for which EUI acts as the settlement location

If a Voluntary Reorganisation relates to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the following applies:

(a) A Voluntary Reorganisation that relates to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location shall only be processed through Eurex Clearing AG in case of those Loaned Securities or Equivalent Loaned Securities the ISINs of which are published by Eurex Clearing AG on its website (www.eurexclearing.com) from time to time. Such Voluntary Reorganisations shall be processed in accordance with Paragraph (3) (a) to (f).

Voluntary Reorganisations that relate to any other Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location shall not be processed through Eurex Clearing AG and shall not result in any amendments to any existing Securities Lending Transaction or in any rights or obligations of Eurex Clearing AG. The Lender Clearing Member and the Borrower Clearing Member may agree bilaterally on the legal consequences such Voluntary Reorganisation shall have between them.

(b) The Lender Clearing Member may, with respect to each Securities Lending Transaction to which such Voluntary Reorganisation relates, submit elections and instructions in the form of an "ACON" message through the CREST system of EUI (subject to the requirements as to form and content as determined by

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EUI from time to time) to Eurex Clearing Borrower (the “**Lender VCA Election Message**”) prior to or after the related ACON VCA Lender Deadline.

“**ACON VCA Lender Deadline**” means 24 hours before the latest point in time, as applicable pursuant to the terms of the relevant Voluntary Reorganisation for a valid exercise of rights (vis-à-vis the issuer of the relevant Underlying Security or Underlying Securities or any other relevant party) by the holder of the relevant Underlying Security or Underlying Securities in respect of such Voluntary Reorganisation.

- (c) If a Lender VCA Election Message or Borrower VCA Matching Message is submitted later than 60 minutes before the close of business of EUI (for its CREST service) on a Business Day, such Lender VCA Election Message or Borrower VCA Matching Message shall, for the purposes of these Clearing Conditions, not be effective and the Lender Clearing Member or Borrower Clearing Member shall provide all instructions to EUI that are required to reverse the effects of such Lender VCA Election Message or Borrower VCA Matching Message, respectively, in the CREST system of EUI. The Lender Clearing Member shall only send one Lender VCA Election Message and the Borrower Clearing Member shall only send one Borrower VCA Matching Message in respect of the same Voluntary Reorganisation and any additional Lender VCA Election Message or additional Borrower VCA Matching Message in respect of such Voluntary Reorganisation shall, for the purposes of this Paragraph (3), not be effective.
- (d) If a Lender VCA Election Message has been submitted in compliance with Paragraph (3) (c) by no later than the ACON VCA Lender Deadline, Eurex Clearing Lender will, after having been informed by EUI of the Lender VCA Election Message, submit an instruction (in the form of an "ACON" message through the CREST system of EUI) corresponding to such Lender VCA Election Message to the Borrower Clearing Member.

The Borrower Clearing Member shall submit a matching instruction (in the form of an "ACON" message through the CREST system of EUI) to Eurex Clearing Lender (the “**Borrower VCA Matching Message**”) by no later than the ACON VCA Borrower Deadline.

“**ACON VCA Borrower Deadline**” means one hour before the latest point in time, as applicable pursuant to the terms of the relevant Voluntary Reorganisation for a valid exercise of rights (vis-à-vis the issuer of the relevant Underlying Security or Underlying Securities or any other relevant party) by the holder of the relevant Underlying Security or Underlying Securities in respect of such Voluntary Reorganisation.

Eurex Clearing Borrower will, after having been informed by EUI of the Borrower VCA Matching Message, submit an instruction (in the form of an "ACON" message through the CREST system of EUI) corresponding to such Borrower VCA Matching Message to the Lender Clearing Member.

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An Outturn shall be processed at the close of business on the Intended EUI VCA Settlement Date with respect to both related Securities Lending Transactions in accordance with the Lender VCA Election Message, provided that the Borrower VCA Matching Message was submitted by no later than the ACON VCA Borrower Deadline.

“Intended EUI VCA Settlement Date” means a date, as predetermined by EUI in respect of the Voluntary Reorganisation to which the relevant Lender VCA Election Message relates, for the processing of the relevant Outturn.

If the Borrower Clearing Member negligently or wilfully fails to submit a Borrower VCA Matching Message by the ACON VCA Borrower Deadline it shall be obliged to pay a contractual penalty to Eurex Clearing AG irrespective of whether Eurex Clearing AG has suffered a loss. The contractual penalty shall be an amount of EUR 300 or USD 500 for each day of such failure (with a maximum of EUR 3,000 or USD 5,000).

- (e) If a Lender VCA Election Message has been submitted in compliance with Paragraph (3) (c), but after the ACON VCA Lender Deadline, the following applies:
 - (A) Eurex Clearing Lender will, after having been informed by EUI of the Lender VCA Election Message, submit an instruction (in the form of an “ACON” message through the CREST system of EUI) corresponding to such Lender VCA Election Message to the Borrower Clearing Member.
 - (B) If the Borrower Clearing Member submits a Borrower VCA Matching Message in compliance with Paragraph (3) (c) Eurex Clearing Borrower will, after having been informed by EUI of the Borrower VCA Matching Message, submit an instruction (in the form of an "ACON" message through the CREST system of EUI) corresponding to such Borrower VCA Matching Message to the Lender Clearing Member and an Outturn shall be processed on the Intended EUI VCA Settlement Date with respect to both related Securities Lending Transactions in accordance with the Lender VCA Election Message.
 - (C) If the Borrower Clearing Member does not submit a Borrower VCA Matching Message, Eurex Clearing Borrower will not submit an instruction to the Lender Clearing Member and an Outturn in accordance with the Market Default shall be processed at the close of business on the Intended EUI VCA Settlement Date with respect to both related Securities Lending Transactions.
- (f) References in this Paragraph (3) to “Outturn”, “processed” or “processing” shall have the same meaning as ascribed to such respective terms in Paragraph (2) above, except if and to the extent that the benefit of a Voluntary Reorganisation (if exercised in accordance with the Lender VCA Election Message) equals a Securities Distribution, Number 2.4.1 Paragraph (3) applies *mutatis mutandis*.

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- (4) Mandatory Reorganisations With Options in respect of Loaned Securities for which EUI acts as the settlement location

“Mandatory Reorganisations With Options” are certain corporate actions in respect of which the participation as such of the relevant holder of the relevant Underlying Securities is mandatory, but in respect of which the holder of the relevant Underlying Securities has the option to choose between different benefits. For the avoidance of doubt, Dividends With Options do not qualify as Mandatory Reorganisations with Options.

If a Mandatory Reorganisation With Options relates to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, the following applies:

- (a) The Lender Clearing Member may, with respect to each Securities Lending Transaction to which a Mandatory Reorganisation With Options relates, submit an election (specifying the selection of an option that is available pursuant to the terms of such Mandatory Reorganisation With Options) in the form of an "ACON" message through the CREST system of EUI (subject to the requirements as to form and content as determined by EUI from time to time) to Eurex Clearing Borrower (the **“Lender MRWO Election Message”**) prior to or after the related ACON MRWO Deadline.

“ACON MRWO Deadline” means 24 hours before the latest point in time, as applicable pursuant to the terms of the relevant Mandatory Reorganisation With Options for a valid exercise of a permissible option (vis-à-vis the issuer of the relevant Underlying Security or Underlying Securities or any other relevant party) by the holder of the relevant Underlying Security or Underlying Securities in respect of such Mandatory Reorganisation With Options.

- (b) If a Lender MRWO Election Message or Borrower Objection Message (as defined in Paragraph (4) (d) (B)) is submitted later than 60 minutes before the close of business of EUI (for its CREST service) on a Business Day, such Lender MRWO Election Message or Borrower Objection Message shall, for the purposes of these Clearing Conditions, not be effective and the Lender Clearing Member or Borrower Clearing Member shall provide all instructions to EUI that are required to reverse the effects of such Lender MRWO Election Message or Borrower Objection Message, respectively, in the CREST system of EUI. The Lender Clearing Member shall only send one Lender MRWO Election Message and the Borrower Clearing Member shall only send one Borrower Objection Message in respect of the same Mandatory Reorganisation with Options and any additional Lender MRWO Election Message or additional Borrower Objection Message in respect of such Mandatory Reorganisation with Options shall, for the purposes of this Paragraph (4), not be effective.
- (c) If the relevant Lender MRWO Election Message has been submitted in compliance with Paragraph (4) (b) by no later than the ACON MRWO Deadline, Eurex Clearing Lender will, after having been informed by EUI of the Lender MRWO Election Message, submit an instruction (in the form of an "ACON"

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message through the CREST system of EUI) corresponding to such Lender MRWO Election Message to the Borrower Clearing Member and an Outturn shall be processed on the Intended MRWO Settlement Date with respect to both related Securities Lending Transactions in accordance with the Lender MRWO Election Message.

"Intended MRWO Settlement Date" means a date, as predetermined by EUI in respect of the Mandatory Reorganisation with Options to which the relevant Lender MRWO Election Message relates, for the processing of the relevant Outturn.

- (d) If a Lender MRWO Election Message has been submitted in compliance with Paragraph (4) (b), but after the ACON MRWO Deadline, the following applies:
- (A) Eurex Clearing Lender will, after having been informed by EUI of the Lender MRWO Election Message, submit an instruction (in the form of an "ACON" message through the CREST system of EUI) corresponding to such Lender MRWO Election Message to the Borrower Clearing Member and (subject to Paragraph (4) (d) (B)) an Outturn shall be processed on the Intended MRWO Settlement Date with respect to both related Securities Lending Transactions in accordance with the Lender MRWO Election Message.
- (B) The Borrower Clearing Member may object to the instruction that has been submitted by Eurex Clearing Lender in accordance with Paragraph (4) (d) (A) until 24 hours after the submission of such instruction by Eurex Clearing Lender (the "**Objection Deadline**") by sending a notice in writing (*Textform*) to Eurex Clearing AG (the "**Borrower Objection Message**").
- If the Borrower Clearing Member objects in compliance with Paragraph (4) (b) by no later than the Objection Deadline, (i) Eurex Clearing Borrower will send a corresponding (objecting) notice in writing (*Textform*) to the Lender Clearing Member, (ii) the processing of the Outturn referred to in Paragraph (4) (d) (A) shall be reversed and (iii) an Outturn shall be processed at the close of business on the Intended MRWO Settlement Date with respect to both related Securities Lending Transactions in accordance with the Market Default. The Lender Clearing Member, the Borrower Clearing Member and Eurex Clearing AG shall provide all instructions to EUI that are required to (i) reverse the effects that the Lender MRWO Election Message and the corresponding instruction of Eurex Clearing Lender may have and (ii) process the Outturn on the basis of the default option of the relevant Mandatory Reorganisation with Options.
- If the Borrower Clearing Member does not so object by the Objection Deadline in compliance with Paragraph (4) (b), the Outturn referred to in Paragraph (4) (d) (A) shall continue to be processed.
- (e) The Borrower Clearing Member shall not send conflicting messages through the CREST system of EUI, other than an objecting message in the case of

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Paragraph (4) (d). If a Borrower Clearing Member sends such conflicting message, it shall provide all instructions to EUI that are required to reverse the effects of such conflicting message. If and for as long as such Borrower Clearing Member negligently or wilfully fails to provide any such required instruction in accordance with the preceding sentence, Eurex Clearing AG will, in order to enhance settlement discipline, irrespective of whether Eurex Clearing AG has suffered a loss, charge such Borrower Clearing Member an amount of EUR 300 or USD 500 for each day of such failure (with a maximum of EUR 3,000 or USD 5,000).

- (f) References in this Paragraph (4) to “Outturn”, “processed” or “processing” shall have the same meaning as ascribed to such respective terms in Paragraph (2) above, except that:
- (A) any references in such defined terms to “Voluntary Reorganisation” shall be read as references to “Mandatory Reorganisation With Options”; and
- (B) if and to the extent that the benefit of a Mandatory Reorganisation With Options (if exercised in accordance with the Lender MRWO Election Message) equals a Securities Distribution, Number 2.4.1 Paragraph (3) applies *mutatis mutandis*.
- (g) For the avoidance of doubt, Number 2.4.1 Paragraph (2) (d) shall apply to Mandatory Reorganisations with Options in relation to Loaned Securities or Equivalent Loaned Securities for which EUI does not act as the settlement location.
- (5) By signing the relevant Clearing Agreement with Eurex Clearing AG, each Lender Clearing Member and each Borrower Clearing Member (i) acknowledges to be bound by the provisions of the Dispute Resolution Rules (including, without limitation, the processing of an Outturn and/or the reversal of any Preliminary Outturn in accordance with the Dispute Resolution Rules) to the extent a Dispute Resolution Procedure may be conducted in accordance with this Number 2.4.2, (ii) irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG (and, for such purpose releases Eurex Clearing AG from the limitations on self-contracting pursuant to Section 181 BGB and similar provisions in any other applicable laws) to issue all statements and take all actions on behalf of such Lender Clearing Member and/or Borrower Clearing Member that are required or expedient in order to effect the processing of any Outturn or Preliminary Outturn and/or, as applicable, the reversal of any Preliminary Outturn in accordance with this Number 2.4.2 and (iii) agrees and undertakes to issue all statements and take all actions that are necessary to effect the processing of any Outturn or Preliminary Outturn and/or, as applicable, the reversal of any Preliminary Outturn in accordance with this Number 2.4.2 or resulting from a Dispute Resolution Procedure.

2.4.3 Principal Collateral Distributions and Principal Collateral Mandatory Reorganisations

- (1) If a Principal Collateral Distribution Record Date or Principal Collateral Mandatory Reorganisation Record Date, as the case may be, falls in the period from, and

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including, the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) to, and excluding the Maturity Date (or, in the case of an Exposure Netting Unit, the last Maturity Date of the Securities Lending Transactions which form part of the Exposure Netting Unit) (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5), the Borrower Clearing Member shall take all relevant actions to effect a substitution of the relevant Non-Cash Principal Collateral in accordance with the TPCA Documentation no later than on the Business Day preceding the relevant Principal Collateral Distribution Record Date or Principal Collateral Mandatory Reorganisation Record Date, as the case may be.

“Principal Collateral Distribution” means any interest, dividends, rights or other distributions of any kind in relation to relevant Principal Collateral Underlying Securities.

“Principal Collateral Distribution Record Date” means the relevant date on which any holder of the relevant Principal Collateral Underlying Securities is identified as being a holder of an entitlement to any interest, dividends, rights or other distributions of any kind.

“Principal Collateral Mandatory Reorganisations” means corporate actions where the participation of the relevant holder of the relevant Principal Collateral Underlying Securities in the corporate action is mandatory and not based on an individual decision or election of such holder of the relevant Principal Collateral Underlying Securities. Principal Collateral Mandatory Reorganisations may be based on a decision of the competent corporate bodies of the respective company, e.g. the shareholders’ meeting, or be triggered by third parties, e.g. in case of a squeeze-out following a takeover offer.

“Principal Collateral Mandatory Reorganisation Record Date” means the relevant date on which any holder of the relevant Principal Collateral Underlying Securities is identified as being entitled to the proceeds of the relevant Principal Collateral Mandatory Reorganisation.

- (2) If a substitution is not effected in accordance with Paragraph (1), the Lender Clearing Member shall pay or deliver to Eurex Clearing Borrower, and Eurex Clearing Lender shall pay or deliver to the Borrower Clearing Member, in each case in accordance with the following provisions, a sum of money, securities or other assets which are equivalent to (i) the amount of the Principal Collateral Distribution or (ii) the amount of the proceeds of the Principal Collateral Mandatory Reorganisation, as the case may be, that the Lender Clearing Member would have received following the Principal Collateral Distribution Record Date or Principal Collateral Mandatory Reorganisation Record Date, as the case may be, (in each case without taking into account any credit, benefit or other relief in respect of Tax under any applicable law) if the Lender Clearing Member had retained the Non-Cash Principal Collateral on the Principal Collateral Distribution Record Date or Principal Collateral Mandatory Reorganisation Record Date, as the case may be (such sum being the **“Principal Collateral Distribution Amount”** and the **“Principal Collateral Mandatory Reorganisation Amount”**, respectively). No such obligation to pay or deliver the Principal Collateral Distribution Amount pursuant to the preceding

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sentence applies, if – on the day the Non-Cash Principal Collateral was provided to Eurex Clearing Lender or the Lender Clearing Member, respectively – such Non-Cash Principal Collateral did not include a claim to interest, dividends, rights or other distributions resulting from the respective corporate action.

Payments or deliveries of Principal Collateral Distribution Amounts and Principal Collateral Mandatory Reorganisation Amounts in the form of cash or Securities shall be made subject to Number 2.1.8 and in accordance with the TPCA Documentation. Any payment or delivery by the relevant Tri-Party Collateral Agent as a result of a Principal Collateral Distribution or a Principal Collateral Mandatory Reorganisation to the relevant party that is entitled to the Principal Collateral Distribution Amount or Principal Collateral Mandatory Reorganisation Amount, respectively, pursuant to this Number 2.4.3 shall discharge the relevant other party's obligation to pay such amount or make such delivery, in the amount so paid or the delivery so made by the Tri-Party Collateral Agent.

- (3) Paragraph (2) does not apply between Eurex Clearing Borrower and a Lender Clearing Member (Pledge) or a SLLH (Pledge).

2.4.4 Principal Collateral Voluntary Reorganisations

- (1) If a Principal Collateral Market Deadline, falls in the period from, and including, the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) to, and excluding the Maturity Date (or, in the case of an Exposure Netting Unit, the last Maturity Date of the Securities Lending Transactions which form part of the Exposure Netting Unit) (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5), the Borrower Clearing Member shall take all relevant actions to effect a substitution of the relevant Non-Cash Principal Collateral in accordance with the TPCA Documentation no later than by the Principal Collateral Eurex Clearing Deadline.

“Principal Collateral Voluntary Reorganisations” means corporate actions that, in respect of the relevant Principal Collateral Underlying Securities, are not mandatory but require a decision/election of the holder of the Principal Collateral Underlying Securities to participate in the corporate action (including exchange offers, repurchase offers, tender, acquisition, takeover or purchase offers).

“Principal Collateral Market Deadline” means the latest point in time, as applicable pursuant to the terms of the relevant Principal Collateral Voluntary Reorganisation, for a valid exercise of rights (vis-à-vis the issuer of the relevant Principal Collateral Underlying Securities or any other relevant party) by the holder of the relevant Principal Collateral Underlying Securities in respect of the relevant Principal Collateral Voluntary Reorganisation.

“Principal Collateral Eurex Clearing Deadline” means, with respect to a Principal Collateral Voluntary Reorganisation, 24 hours prior to the relevant Principal Collateral Market Deadline, provided that, if such point in time falls on a day other than a Business Day, the Principal Collateral Eurex Clearing Deadline shall be the same time of the day on the immediately preceding Business Day.

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- (2) If a substitution is not effected in accordance with Paragraph (1), the following applies:
- (a) if the Borrower Clearing Member is not responsible for such failure to substitute, it may give written notice to Eurex Clearing Lender (the "**Principal Collateral Voluntary Reorganisation Notice**") prior to the Principal Collateral Eurex Clearing Deadline that it wishes to receive the proceeds which would arise if the Principal Collateral Voluntary Reorganisation were exercised as specified in the Principal Collateral Voluntary Reorganisation Notice. Eurex Clearing Borrower shall forward to the Lender Clearing Member the Principal Collateral Voluntary Reorganisation Notice and inform the Lender Clearing Member whether the Principal Collateral Voluntary Reorganisation Notice has been received prior to the Principal Collateral Eurex Clearing Deadline. If the Principal Collateral Voluntary Reorganisation Notice is received prior to the Principal Collateral Eurex Clearing Deadline, the Lender Clearing Member shall pay or deliver to Eurex Clearing Borrower, and Eurex Clearing Lender shall pay or deliver to the Borrower Clearing Member, in each case in accordance with the following provisions, a sum of money, securities or other assets which are equivalent to the amount of the proceeds of the Principal Collateral Voluntary Reorganisation, that the Lender Clearing Member would have received following the Principal Collateral Market Deadline (without taking into account any credit, benefit or other relief in respect of Tax under any applicable law) if the Lender Clearing Member had retained the Non-Cash Principal Collateral on the Principal Collateral Market Deadline and exercised the rights in accordance with the Principal Collateral Voluntary Reorganisation Notice. In the case of a Principal Collateral Voluntary Reorganisation the exercise of which requires the holder of the relevant Principal Collateral Underlying Securities to pay to the issuer or a third party an amount of cash, the Borrower Clearing Member shall pay to Eurex Clearing Lender, and Eurex Clearing Borrower shall pay to the Lender Clearing Member, a corresponding cash amount; or
- (b) if (i) the Borrower Clearing Member is responsible for such failure to substitute or (ii) the Principal Collateral Voluntary Reorganisation Notice is not received prior to the Principal Collateral Eurex Clearing Deadline, the Market Default shall be applied in respect of the relevant Principal Collateral Voluntary Reorganisation.
- (3) Paragraph (2) does not apply between Eurex Clearing Borrower and a Lender Clearing Member (Pledge) or a SLLH (Pledge).
- (4) If, in the case of Paragraph (2) (a), the Lender Clearing Member fails to make the relevant payment or delivery to Eurex Clearing Borrower on the relevant Business Day, the due date for such payment or delivery, as applicable, as well as for the corresponding payment or delivery by Eurex Clearing Lender to the Borrower Clearing Member shall be postponed until, but no later than, the third Business Day thereafter.
- Irrespective of such postponement of the due date, the failure by the relevant Lender Clearing Member to comply with its obligation pursuant to Paragraph (2) (a)

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constitutes a Termination Event pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (1). Eurex Clearing AG is entitled at any time to increase its margin requirement accordingly if a Lender Clearing Member fails to make a payment or delivery in accordance with Paragraphs (2) (a).

2.4.5 Fractions

No fractions of securities or financial instruments shall be delivered with respect to any Mandatory Reorganisation, Securities Distribution, Principal Collateral Mandatory Reorganisation or Principal Collateral Distribution. Instead, (except in respect of Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location) the relevant party to the Securities Lending Transaction that is subject to the respective delivery obligation shall pay to the other party to such Securities Lending Transaction a cash amount in the currency of the Underlying Securities or Principal Collateral Underlying Security equal to the value of the fractional Securities Distribution, fractional Principal Collateral Distribution or other fractional amount of securities under Number 2.4.2 or Number 2.4.4, as determined by Eurex Clearing AG as soon as reasonable practicable and in its reasonable discretion and notified to the Clearing Members. Such cash amount shall be paid on the Business Day after the notification by Eurex Clearing AG thereof.

2.4.6 No Reporting Obligations

Eurex Clearing AG is not obliged to monitor the Underlying Securities and to provide information about the Underlying Securities, the issuer of the Underlying Securities or about corporate actions to the Clearing Members unless Eurex Clearing AG has received information with regard to corporate actions that have been processed under Numbers 2.4.1 and 2.4.2 in which case Eurex Clearing AG shall forward such information regarding corporate actions that have been processed under Numbers 2.4.1 and 2.4.2 to the Clearing Members and the Third Party Flow Provider without undue delay.

2.4.7 No entitlement and obligation to exercise voting rights

The Lender Clearing Member is not entitled to exercise any voting rights in relation to the Loaned Securities and the Borrower Clearing Member is not entitled to exercise any voting rights in relation to Non-Cash Principal Collateral.

The Borrower Clearing Member shall not be obliged to arrange for any voting rights to be exercised in relation to the Loaned Securities and the Lender Clearing Member shall not be obliged to arrange for any voting rights to be exercised in relation to Non-Cash Principal Collateral. Eurex Clearing AG shall not be obliged to arrange for any voting rights to be exercised in relation to either Loaned Securities or Non-Cash Principal Collateral.

2.4.8 Corrections

Eurex Clearing AG may carry out corrections to corporate actions processed by it under this Number 2.4 and may carry out any corporate actions under this Number 2.4 retroactively which should have been carried out under this Number 2.4, in regard of as yet unperformed or performed Securities Lending Transactions (such corrections might

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be reversals, adjustments, etc.) (“**Corrections**”). Eurex Clearing AG will directly inform the Clearing Members as soon as reasonable practicable of any Corrections, if any.

2.4.9 Limited Liability in relation to the processing of any corporate actions

Eurex Clearing AG shall not be liable to the Clearing Members for any errors, or any failure to make, or delay, or any incorrect calculations or determinations in connection with the processing of any corporate actions under this Number 2.4 (including in connection with Number 2.7.4) save that it shall be liable to the Clearing Members where such error, failure, delay or incorrect calculation or determination arose out of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of Eurex Clearing AG or out of a violation of any of its essential obligations (*wesentliche Vertragspflichten*) under the Clearing Agreement (incorporating the Clearing Conditions). An essential obligation is an obligation which is both an obligation, the performance of which is necessary for the execution of the contract as well as an obligation in the performance of which the Clearing Member trusts and may trust in. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted only to damages typically foreseeable at the time of granting the Clearing License or Specific Lender License. Notwithstanding the foregoing, in no circumstances shall Eurex Clearing AG be liable for any indirect or consequential loss arising from any such error, failure, delay in connection with the processing of any corporate actions or incorrect calculation or determination. In no circumstances shall Eurex Clearing AG be liable to any person other than the Clearing Members for any errors, or any failure to make, or delay in connection with the processing of any corporate actions, or any incorrect calculations or determinations in connection with the processing of any corporate actions under this Number 2.4 (including in connection with Number 2.7.4). Nothing in this Number 2.4.9 shall affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

2.4.10 Fiduciary duties

The provisions under this Number 2.4 do not impose on Eurex Clearing AG any fiduciary duties in relation to the Clearing Members.

2.5 Rates and Rebates

- (1) As from, and including, the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) and until, and excluding the Maturity Date (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5), the Borrower Clearing Member to a Securities Lending Transaction shall pay to Eurex Clearing Lender, and Eurex Clearing Borrower shall pay to the Lender Clearing Member of the related Securities Lending Transaction, the specified lending rate set out in the Loan Information. Such lending rate shall accrue in arrears, shall be determined by Eurex Clearing AG on a daily basis and shall become due on the seventh Business Day of each month (with the last payment date being the seventh Business Day of the month following the Maturity Date). Payments of rates shall be made in the Transaction Currency and in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1.

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- (2) Unless otherwise agreed between the Lender Clearing Member and the Borrower Clearing Member and notified to Eurex Clearing AG, lending rates in respect of related Securities Lending Transactions shall be calculated on the basis of either (i) a specified amount, or (ii) the Required Collateral Value determined on the relevant calculation date, or (iii) the Required Collateral Value determined on the relevant calculation date (excluding the Mark-Up Percentage, if any) plus a premium, as set out in the Loan Information and as amended from time to time, and by using the applicable day count fraction for the relevant currency, as published by Eurex Clearing AG. The Loan Information may also set out a minimum rate.
- (3) As from, and including, the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2) and until, and excluding the Maturity Date (taking into account any postponement pursuant to Number 2.6.4 or 2.6.5), the specified rebate payable in respect of the Cash Principal Collateral actually delivered and Loaned Assets in the form of cash actually delivered shall be as set out in the Loan Information and shall be paid by the Lender Clearing Member to Eurex Clearing Borrower in respect of the Securities Lending Transaction and by Eurex Clearing Lender to the Borrower Clearing Member in respect of the related Securities Lending Transaction (and, if such rebate is a negative amount, corresponding reverse payment obligations shall arise). Such rebate shall accrue in arrears, shall be determined by Eurex Clearing AG on a daily basis and shall become due on the seventh Business Day of each month (with the last payment date being the seventh Business Day of the month following the Maturity Date). Payments of rebates shall be made in the Transaction Currency and in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1.
- (4) Rebates shall at any time be calculated on the basis of either a specified amount or the Required Collateral Value determined on the relevant calculation date, and by using the applicable day count fraction for the relevant currency, as published by Eurex Clearing AG.
- (5) The Lender Clearing Member and the Borrower Clearing Member may agree from time to time to amend the agreed lending rates and rebates applicable to the related Securities Lending Transactions ("**Re-Rate**"). Such a Re-Rate shall become effective upon receipt by Eurex Clearing AG of the corresponding Re-Rate request via the Third Party Flow Provider as of such time or, if provided for by the rules of the relevant Third Party Flow Provider, as of such other time specified in the Re-Rate request provided that such date shall fall in the current accrual period in which the complete Re-Rate information have been received by Eurex Clearing AG.

2.6 Failure to Deliver

2.6.1 Failure to Deliver by the Lender Clearing Member on the Value Date

- (1) If the Lender Clearing Member fails to actually deliver the Loaned Assets (in respect of which a delivery obligation has become due) to Eurex Clearing Borrower in full on the Value Date or any Business Day thereafter, if applicable, with respect to a specific Securities Lending Transaction (the "**Non-Settled Transaction**"), the settlement of such Non-Settled Transaction and the settlement of the related

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Securities Lending Transaction shall be postponed to the next following Business Day.

Each party to a Non-Settled Transaction or the related Securities Lending Transaction shall return any (Equivalent) Loaned Assets or (Equivalent) Principal Collateral received by it in relation to a Non-Settled Transaction or the related Securities Lending Transaction on such Business Day.

If no actual delivery of the Loaned Assets (in respect of which a delivery obligation has become due) occurs in full by the end of the second Business Day immediately following the Value Date, Eurex Clearing AG shall cancel the Non-Settled Transaction and the related Securities Lending Transaction. Cancellation confirmations shall be given in accordance with Number 1.2.3 Paragraph (4).

- (2) Eurex Clearing AG reserves the right at any time prior to a complete settlement of a Non-Settled Transaction to cancel such Non-Settled Transaction and the related Securities Lending Transaction by sending cancellation confirmations to the Clearing Members.
- (3) Eurex Clearing AG will charge the Lender Clearing Member a contractual penalty, if the Lender Clearing Member fails to actually deliver the Loaned Assets (in respect of which a delivery obligation has become due) in full on the second Business Day immediately following the Value Date and if the Securities Lending Transaction has been cancelled, irrespective of whether Eurex Clearing AG has suffered a loss. The applicable contractual penalty shall be 0.02 per cent. per day of the Required Collateral Value (calculated in the Transaction Currency) with a minimum of EUR 200 or USD 300 and a maximum of EUR 1,000 or USD 1,500.
- (4) Measures set forth in Paragraphs (1) and (2) shall be binding on the Borrower Clearing Member of the related Securities Lending Transaction.

2.6.2 Failure to Deliver by the Borrower Clearing Member on the Value Date

- (1) If the Borrower Clearing Member fails to actually deliver Eligible Principal Collateral Assets in respect of the Initial Principal Collateral to Eurex Clearing Lender in full on the Value Date or any Business Day thereafter, if applicable, with respect to a specific Securities Lending Transaction (the "**Non-Collateralised Transaction**"), the settlement of such Non-Collateralised Transaction and the settlement of the related Securities Lending Transaction shall be postponed to the next following Business Day.

Each party to a Non-Collateralised Transaction or the related Securities Lending Transaction shall return any (Equivalent) Loaned Assets or (Equivalent) Principal Collateral received by it in relation to a Non-Collateralised Transaction or the related Securities Lending Transaction on such Business Day. In respect of the return to the Lender Clearing Member of any (Equivalent) Loaned Securities for which EUI acts as the settlement location, Number 2.2.1 Paragraph (3) shall apply *mutatis mutandis*.

If no actual delivery of the Initial Principal Collateral occurs in full by the end of the second Business Day immediately following the Value Date, Eurex Clearing AG shall

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cancel the Non-Collateralised Transaction and the related Securities Lending Transaction. Cancellation confirmations shall be given in accordance with Number 1.2.3 Paragraph (4).

- (2) Eurex Clearing AG reserves the right at any time prior to a complete settlement of the Non-Collateralised Transaction to cancel such Non-Collateralised Transaction and the related Securities Lending Transaction by sending cancellation confirmations to the Clearing Members.
- (3) Eurex Clearing AG will charge the Borrower Clearing Member a contractual penalty, if the Borrower Clearing Member fails to actually deliver the Initial Principal Collateral in full on the second Business Day immediately following the Value Date and if the Securities Lending Transaction has been cancelled, irrespective of whether Eurex Clearing AG has suffered a loss. The applicable contractual penalty shall be 0.02 per cent per day of the Required Collateral Value (calculated in the Transaction Currency) with a minimum of EUR 200 or USD 300 and a maximum of EUR 1,000 or USD 1,500.
- (4) Measures set forth in Paragraphs (1) and (2) shall be binding on the Lender Clearing Member of the related Securities Lending Transaction.

2.6.3 Failure to Deliver Principal Collateral or Return Equivalent Principal Collateral during the term of a Securities Lending Transaction; Failure to Deliver Pledge-Back Principal Collateral

- (1) If a Lender Clearing Member or Eurex Clearing Lender fails to actually deliver Equivalent Principal Collateral to Eurex Clearing Borrower or the Borrower Clearing Member, respectively, pursuant to Number 2.3.2 Paragraph (2) on the relevant Business Day or a Borrower Clearing Member or Eurex Clearing Borrower fails to actually deliver Principal Collateral to Eurex Clearing Lender or the Lender Clearing Member, respectively, pursuant to Number 2.3.2 Paragraph (3) on the relevant Business Day, the due date for the return of such Equivalent Principal Collateral or the delivery of such Principal Collateral shall be postponed until but no later than the third Business Day thereafter.
- (2) Irrespective of the postponement of the due date pursuant to Paragraph (1), the failure by the respective Clearing Member to comply with its obligation pursuant to Number 2.3.2 Paragraphs (2) and (3), respectively, shall constitute a Termination Event; Chapter I Part 1 Number 7.2.1 Paragraph (1) shall apply *mutatis mutandis*. Eurex Clearing AG is entitled at any time to increase its margin requirement accordingly if a Clearing Member fails to return Equivalent Principal Collateral or to deliver Principal Collateral pursuant to Number 2.3.2 Paragraphs (2) and (3), as the case may be.
- (3) If a SLLH (Title Transfer/Pledge) fails to deliver Pledge-Back Principal Collateral when due, this shall constitute a Termination Event; Chapter I Part 1 Number 7.2.1 Paragraph (2) shall apply *mutatis mutandis*.

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2.6.4 Failure to Deliver by the Borrower Clearing Member on the Maturity Date

- (1) If the Borrower Clearing Member fails to actually deliver the relevant Equivalent Loaned Assets which are due to be returned to Eurex Clearing Lender in full on the Maturity Date or any Business Day thereafter with respect to a specific Securities Lending Transaction (the “**Non-Performed Transaction**”) and provided that the related Return or Recall request, if any, has not been withdrawn in accordance with Number 2.2.2 Paragraph (7) or cancelled, the redemption of such Non-Performed Transaction and the redemption of the related Securities Lending Transaction shall be postponed to the next following Business Day.

If any party to a Non-Performed Transaction or the related Securities Lending Transaction has already received any Equivalent Loaned Assets or Equivalent Principal Collateral from the respective other party on such Maturity Date or such Business Day prior to the postponement in relation to such Non-Performed Transaction or the related Securities Lending Transaction, such party shall return such assets on such Business Day.

If the Borrower Clearing Member fails to actually deliver the Equivalent Loaned Assets in the form of cash to Eurex Clearing AG in full until 9:30 (Frankfurt am Main time) on the Business Day following the Maturity Date with respect to the Non-Performed Transaction, a Termination Event pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (1) shall have occurred with respect to the Borrower Clearing Member (irrespective of the fact whether a failure to deliver the Equivalent Principal Collateral by the Lender Clearing Member pursuant to Number 2.6.5 Paragraph (1) occurs at the same time).

- (2) If a Record Date for a Cash Distribution or for a Securities Distribution pursuant to Number 2.4.1 (including a Record Date in respect of a Dividend With Options in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, but excluding any Record Date in respect of any other Securities Distribution in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location) or the Market Deadline in connection with a Voluntary Reorganisation pursuant to Number 2.4.2 (but excluding any Voluntary Reorganisation in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location) occurs with respect to a Non-Performed Transaction between Eurex Clearing Lender and the Borrower Clearing Member, the Borrower Clearing Member shall be obliged to pay a contractual penalty to Eurex Clearing AG irrespective of whether Eurex Clearing AG has suffered a loss.

If a Record Date for a Cash Distribution pursuant to Number 2.4.1 Paragraph (1) occurs accordingly with respect to a non-performed Transaction between a Lender Clearing Member and Eurex Clearing Borrower, Eurex Clearing Borrower shall be obliged to pay a contractual penalty to Lender Clearing Member, irrespective of whether Lender Clearing Member has suffered a loss.

The assertion of the contractual penalty against Eurex Clearing Borrower by the Lender Clearing Member must be in written form by using a template accessible on

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Eurex Clearing AG's website (www.eurexclearing.com), within 30 days following the Maturity Date.

Eurex Clearing AG may waive the assertion of contractual penalties against the Borrower Clearing Member in case of certain Non-Performed Transactions. Eurex Clearing AG will inform the Clearing Members thereof by circular.

Such relevant contractual penalty shall be determined as follows:

- (a) with respect to Cash Distributions pursuant to Number 2.4.1 Paragraph (1), the contractual penalty shall be (i) in relation to the Borrower Clearing Member 35 per cent of the net Cash Distribution, multiplied by the number of Equivalent Loaned Securities owed by the Borrower Clearing Member to Eurex Clearing Lender on the Maturity Date, and (ii) in relation to Eurex Clearing Borrower 15 per cent of the net Cash Distribution, multiplied by the number of Equivalent Loaned Securities owed by Eurex Clearing Borrower to Clearing Member Lender on the Maturity Date. The relevant contractual penalty shall be payable in the currency of the Equivalent Loaned Securities and only be charged if the calculation in the applicable currency results in a value of at least EUR 5,000, GBP 5,000, CHF 7,000 or USD 7,000. To the extent the Borrower Clearing Member has paid to Eurex Clearing Lender a contractual penalty, Eurex Clearing Lender shall not assert damages up to the amount of such penalty. To the extent Eurex Clearing Borrower has paid to the Lender Clearing Member a contractual penalty, such Lender Clearing Member shall not assert damages up to the amount of such penalty. The assertion of further damages by Eurex Clearing Lender as well as the Lender Clearing Member remains unaffected;
- (b) with respect to Securities Distributions in the form of rights pursuant to Number 2.4.1 Paragraph (2) (d), the contractual penalty of the Borrower Clearing Member shall be (i) the Rights Cash Settlement Price or (ii) if no such Rights Cash Settlement Price is available, such other amount as determined by Eurex Clearing AG in its reasonable discretion, the amount pursuant to (i) or (ii) above to be multiplied by two;
- (c) with respect to Voluntary Reorganisations pursuant to Number 2.4.2 Paragraph (2), the contractual penalty of the Borrower Clearing Member shall be calculated on the basis of the offer as follows:

- Conversion offer in cash

In a conversion offer in cash, the amount of the contractual penalty shall be calculated on the basis of the offered cash amount for one Underlying Security according to the conversion offer less the settlement price, multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with a Voluntary Reorganisation and by the Acquisition Ratio determined at the end of the acceptance period. If necessary, the offered cash amount shall be converted into the currency of the Equivalent Loaned Security on the basis of the exchange rates

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published by Eurex Clearing AG on the Market Deadline in connection with a Voluntary Reorganisation.

- Conversion offer in securities or cash

For a conversion offer in securities (bidder's securities) or cash, the amount of the contractual penalty is calculated per Equivalent Loaned Security owed on the Market Deadline in connection with a Voluntary Reorganisation in accordance with the following formula; this is then multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with a Voluntary Reorganisation:

Contractual penalty per Equivalent Loaned Security =

$$\text{Maximum}(0; (((\sum_{1-n} (\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}) - \text{Settlement Price}_{\text{Security}}) * \text{Acquisition Ratio}))$$

- Different conversion offers in securities or cash

If, in the event of a voluntary corporate action, there is a right to choose between different conversion offers, the contractual penalty is calculated on the basis of the highest value of the conversion offers and the settlement price of the Underlying Security, multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with a Voluntary Reorganisation and the Acquisition Ratio determined at the end of the acceptance period. To this end, the different conversion offers will be calculated using the formula described above and will be compared with one another. The highest contractual penalty per Equivalent Loaned Security shall then apply; this will be multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with a Voluntary Reorganisation.

- Different conversion offers in the event of mandatory corporate actions

If, concerning a mandatory corporate action, a selection right exists giving a choice between different conversion offers, the contractual penalty per Equivalent Loaned Security is to be calculated on the basis of the difference between the highest and lowest value of conversion offers, the result being multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with a Voluntary Reorganisation.

The following formula shall be used to calculate the value of the conversion offer:

Value of conversion offer per Underlying Security =

$$\sum_{1-n} (\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}$$

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Number bidder's securities: Number of bidder's securities offered by the bidder for one Underlying Security of the target company.

Price bidder's security: Price for a bidder's security, which is determined as follows: (i) If new issues or new securities are offered, the issue price of the newly issued security offered for subscription will be used as the basis, (ii) if existing securities are offered and Eurex Clearing AG has a determined settlement price for the corresponding security, such fixed Settlement Price shall be used as the basis, (iii) otherwise, the closing price on the stock exchange with the largest turnover in the corresponding security shall be used as the basis. The price of the bidder's securities shall, if necessary, be converted into the currency of the Underlying Security on the basis of the exchange rates published by Eurex Clearing AG on the Market Deadline in connection with a Voluntary Reorganisation.

n: Number of the possibly different securities offered by the bidder.

Acquisition Ratio: Total number of Underlying Securities that the bidder plans to acquire, divided by the total number of Underlying Securities offered to the bidder.

Settlement Price security: The daily settlement price determined by Eurex Clearing AG on the Market Deadline in connection with a Voluntary Reorganisation for the Equivalent Loaned Security owed on the Market Deadline in connection with a Voluntary Reorganisation.

The contractual penalty shall be payable in the currency of the Equivalent Loaned Securities and only be charged by Eurex Clearing AG if the calculation in the applicable currency results in a value of at least EUR 5,000, GBP 5,000, CHF 7,000 or USD 7,000.

Should the terms of the conversion offer on which the calculation of the contractual penalty is based, change after the Market Deadline in connection with a Voluntary Reorganisation and the calculation of the contractual penalty have a different result in due consideration of the changed conditions, Eurex Clearing AG reserves the right to re-calculate the contractual penalty on the basis of the modified conditions.

The right of Eurex Clearing AG to claim damages shall remain unaffected.

- (3) With respect to any Non-Performed Transaction between Eurex Clearing AG and the Borrower Clearing Member which is a Securities Loan, Eurex Clearing AG is entitled vis-à-vis the Borrower Clearing Member to commence a buy-in and to purchase Underlying Securities equivalent to the Equivalent Loaned Securities in accordance with the terms and conditions of Paragraphs (6) through (9) below (a "**Buy-In**") if the conditions for a Buy-In pursuant to Paragraph (4) or (5) below are satisfied.
- (4) In respect of Open Term Loans, a Buy-In in relation to a Securities Loan in accordance with Paragraphs (6) through (9) below shall take place upon receipt by Eurex Clearing AG of a Buy-In request of the Lender Clearing Member (a "**Buy-In**")

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Request). A Buy-In Request may only be given by the Lender Clearing Member if and to the extent a Recall request pursuant to Number 2.2.2 Paragraph (3) has been given by the Lender Clearing Member before the Buy-In Request and has not been withdrawn. In the case of Open Term Loans in which fixed income securities are to be delivered as Equivalent Loaned Securities, a Buy-In Request may be placed no later than the tenth Business Day preceding the maturity of the fixed income securities.

If provided for by the rules of the relevant Third Party Flow Provider, the Lender Clearing Member is entitled to withdraw a Buy-In Request provided that a Buy-In Request can not be withdrawn after the end of trading on the Business Day preceding the Buy-In Date (as defined in Paragraph (6) below).

If no Buy-In Request has been received by Eurex Clearing AG within ten Business Days following the date set as Maturity Date in the relevant Recall request or if the Buy-In Request has been withdrawn, Eurex Clearing is entitled to cancel the Recall request. Eurex Clearing AG is entitled to cancel the Recall request with regard to an Open Term Loan in which fixed income securities are to be delivered as Equivalent Loaned Securities, if a Buy-In Request has not been received until the tenth Business Day preceding the maturity of the fixed income securities.

- (5) A Buy-In in accordance with Paragraphs (6) through (9) below shall also take place if the Non-Performed Transaction has not been redeemed by the third Business Day following the Maturity Date pursuant to Paragraph (i) (b) or (ii) of the definition of Maturity Date in Number 2.2.2 Paragraph (8), provided that, on the last Business Day preceding the Buy-In Date as defined in Paragraph (6) (b), no failure to deliver Equivalent Principal Collateral by the Lender Clearing Member pursuant to Number 2.6.5 occurs at the same time.
- (6) The Buy-In shall take place on the Buy-In Date if and to the extent the obligations under the Non-Performed Transaction have not been satisfied in full by the end of trading on the Business Day preceding the Buy-In Date; the Borrower Clearing Member must not deliver the relevant Equivalent Loaned Assets after that point in time.

The **“Buy-In Date”** shall

- (a) in the case of Paragraph (4) above, be the latest of
- (i) the second Business Day after the date set as Maturity Date in the Recall, and
 - (ii) if the respective Securities Lending Transaction is already a Non-Performed Transaction, the Business Day following the receipt of a Buy-In Request by the Lender Clearing Member in accordance with Paragraph (4) above, and
 - (iii) if the respective Securities Lending Transaction has not been subject to a prior settlement, the second Business Day following the receipt of a Buy-In

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Request by the Lender Clearing Member in accordance with Paragraph (4) above, or

- (b) in the case of Paragraph (5) above, the third Business Day after the Maturity Date,

in each case subject to changes by Eurex Clearing AG which reserves the right to defer the Buy-In Date by one or more Business Days or, upon good cause shown, to determine another Business Day for the Buy-In Date.

Eurex Clearing AG will inform the involved Clearing Members about the Buy-In and the results of a Buy-In per fax or telephone.

A Buy-In Request that relates to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location must be provided in writing (*Textform*).

- (7) In the event a Buy-In pursuant to Paragraph (6) is successful, (i) the purchase price for the securities purchased in such Buy-in shall be borne by the Borrower Clearing Member and shall be paid on the Business Day following the Buy-In Date in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1 and (ii) the delivery obligations of the Borrower Clearing Member under the Non-Performed Transaction shall be replaced by the obligation of the Borrower Clearing Member to pay such purchase price.

For the avoidance of doubt, if the Lender Clearing Member does not return the Equivalent Principal Collateral on the applicable payment date, then Number 2.6.5 Paragraph (2) (h) applies.

- (8) In the event a Buy-In pursuant to Paragraph (6) is not successful or only partially successful on the Buy-In Date, a cash settlement shall take place on the Business Day following the Buy-In Date with respect to the Non-Performed Transaction and the related Securities Lending Transaction.

Eurex Clearing AG will inform the involved Clearing Members about the cash settlement pursuant to this Paragraph (8).

The cash amount to be paid by the Borrower Clearing Member to Eurex Clearing Lender and by Eurex Clearing Borrower to the Lender Clearing Member shall be denominated in the currency of the Underlying Security and be determined by Eurex Clearing AG as follows:

- in case the Underlying Securities are equity securities, the settlement price of the Underlying Securities determined by Eurex Clearing AG multiplied by 2 and multiplied by the number of Equivalent Loaned Securities; and
- in case the Underlying Securities are fixed income securities, the settlement price of the Underlying Securities as determined by Eurex Clearing AG, plus 300 bp and with such sum to be multiplied by the number of Loaned Securities.

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Upon determination of the cash amount, the delivery obligations of the Borrower Clearing Member under the Non-Performed Transaction and of Eurex Clearing Borrower under the related Securities Lending Transaction shall be replaced by the obligation of the Borrower Clearing Member to pay such cash amount to Eurex Clearing Lender and by the obligation of Eurex Clearing Borrower to pay such cash amount to the lender Clearing Member, respectively, and the cash amount payable by the Borrower Clearing Member to Eurex Clearing AG shall be paid in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1.

Number 2.2.2 Paragraph (1) and Number 2.3.3 apply *mutatis mutandis*.

- (9) If the Underlying Securities of a Non-Performed Transaction are subscription rights, no Buy-In shall take place following a Buy-In Request. Instead, a cash settlement shall occur on the earlier of the Buy-In Date or the Business Day following the end of the subscription period for that subscription right at a price determined by Eurex Clearing AG in accordance with Number 2.4.1 Paragraph (2) (d) multiplied by two and multiplied by the number of Equivalent Loaned Securities. Such cash amount shall be paid by the Borrower Clearing Member to Eurex Clearing Lender and by Eurex Clearing Borrower to the Lender Clearing Member. Upon determination of the price by Eurex Clearing AG, the delivery obligations of the Borrower Clearing Member under the Non-Performed Transaction and of Eurex Clearing Borrower under the related Securities Lending Transaction shall be replaced by the obligation of the Borrower Clearing Member to pay such cash amount to Eurex Clearing Lender and by the obligation of Eurex Clearing Borrower to pay such cash amount to the Lender Clearing Member, respectively, and the cash amount payable by the Borrower Clearing Member to Eurex Clearing AG shall be paid in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1.
- (10) In the event that a Non-Performed Transaction in which fixed income securities are to be delivered as Equivalent Loaned Securities, is not fulfilled until the sixth Business Day preceding the maturity of the fixed income securities, and in particular no successful Buy-In has been performed, a cash settlement relating to the Non-Performed Transaction and the related Securities Lending Transaction shall be performed on the fifth Business Day preceding the maturity of the fixed income securities. In such case, Paragraph (8) Sentence 2 to 5 shall apply *mutatis mutandis*.
- (11) Measures set forth in Paragraphs (1) through (10) shall be binding on the Lender Clearing Member of the related Securities Lending Transaction.
- (12) Eurex Clearing AG will charge a buy-in fee from the Borrower Clearing Member if a Buy-In has taken place (irrespective of whether it has been successful or not) (the "**Buy-In Fee**"). The Buy-In Fee shall be denominated in the Transaction Currency and amount to 10 per cent. of the market value of the Equivalent Loaned Securities bought or to be bought in the Buy-In, with a minimum of EUR 250 or CHF 375 and a maximum of EUR 5,000 or CHF 7,000.
- (13) For the avoidance of doubt, if the Lender Clearing Member does not return the Equivalent Principal Collateral on the applicable payment date for the relevant cash

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amount pursuant to Paragraph (7), (8), (9) and (10), then Number 2.6.5 applies *mutatis mutandis*.

2.6.5 Failure to Deliver by the Lender Clearing Member on the Maturity Date

- (1) If the Lender Clearing Member fails to actually deliver the relevant Eligible Principal Collateral Assets which are due to be returned in respect of Equivalent Principal Collateral in the form of Cash Principal Collateral to Eurex Clearing Borrower in full on the Maturity Date with respect to a specific Securities Lending Transaction (for the purpose of this Paragraph (1), the “**Non-Returned Transaction**”), the redemption of such Non-Returned Transaction and return of the Equivalent Principal Collateral and the redemption of the related Securities Lending Transaction and return of the Equivalent Principal Collateral of the related Securities Lending Transaction shall be postponed to the next following Business Day. Number 2.2.1 Paragraph (3) shall apply *mutatis mutandis* in respect of any Equivalent Loaned Securities for which EUI acts as the settlement location in relation to the required instruction of the Borrower Clearing Member for a return by Eurex Clearing Lender to the Borrower Clearing Member.

If any party to a Non-Returned Transaction or the related Securities Lending Transaction has already received any Equivalent Loaned Assets or Equivalent Principal Collateral from the respective other party on such Maturity Date or such Business Day prior to the postponement in relation to such Non-Returned Transaction or the related Securities Lending Transaction, such party shall return such assets on such Business Day.

If the Lender Clearing Member fails to actually deliver the Equivalent Principal Collateral in the form of Cash Principal Collateral (in respect of which a delivery obligation has become due) to Eurex Clearing Borrower in full until 9:30 (Frankfurt am Main time) on the Business Day following the Maturity Date with respect to the Non-Returned Transaction, a Termination Event pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (1) shall have occurred with respect to the Lender Clearing Member (irrespective of the fact whether a failure to deliver the Equivalent Loaned Assets by the Borrower Clearing Member pursuant to Number 2.6.4 Paragraph (1) occurs at the same time).

The related Securities Lending Transaction with the Borrower Clearing Member shall be regularly redeemed in accordance with Number 2.2.2 on such Business Day.

- (2) (a) If the Lender Clearing Member fails to actually deliver the Equivalent Principal Collateral in the form of Non-Cash Principal Collateral (in respect of which a delivery obligation has become due) to Eurex Clearing Borrower in full on the Maturity Date or on any Business Day thereafter with respect to a specific Securities Lending Transaction (for the purpose of this Paragraph (2), the “**Non-Returned Transaction**”), the redemption of such Non-Returned Transaction and return of the Equivalent Principal Collateral and the redemption of the related Securities Lending Transaction and return of the Equivalent Principal Collateral of the related Securities Lending Transaction shall be postponed to the next following Business Day.

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If any party to a Non-Returned Transaction or the related Securities Lending Transaction has already received any Equivalent Loaned Assets or Equivalent Principal Collateral from the respective other party on such Maturity Date or such Business Day prior to the postponement in relation to such Non-Returned Transaction or the related Securities Lending Transaction, such party shall return such assets on such Business Day.

- (b) If no redemption of the relevant Non-Returned Transaction and return of the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) occurs in full on the third Business Day immediately following the Maturity Date, the Borrower Clearing Member may request that the Lender Clearing Member's obligation under the Non-Returned Transaction to return the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) shall be replaced by an obligation of the Lender Clearing Member to pay to Eurex Clearing Borrower, and that Eurex Clearing Lender's obligation to return the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) under the related Securities Lending Transaction shall be replaced by an obligation of Eurex Clearing Lender to pay to the Borrower Clearing Member, in each case a cash amount in the Transaction Currency determined by Eurex Clearing AG, in accordance with Paragraph (c).
- (c) The cash amount pursuant to Paragraph (b) shall be determined as follows:
- in the case of equity securities, the settlement price of the financial instruments comprising the Equivalent Principal Collateral that have not been delivered, as determined by Eurex Clearing AG, multiplied by 2 and multiplied by the number of such financial instruments that have not been delivered; and
 - in the case of fixed income securities, the settlement price of the financial instruments comprising the Equivalent Principal Collateral that have not been delivered, as determined by Eurex Clearing AG, plus 300 bp and with such sum to be multiplied by the number of such financial instruments that have not been delivered.
- (d) If no cash settlement request has been received from the Borrower Clearing Member pursuant to Paragraph (b) until the tenth Business Day immediately following the Maturity Date and, if the occurrence of the Maturity Date is based on a Return request from the Borrower Clearing Member, the Borrower Clearing Member has not withdrawn its Return request, Eurex Clearing AG is entitled to determine that the Lender Clearing Member's obligation under the Non-Returned Transaction to return the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) shall be replaced by an obligation of the Lender Clearing Member to pay to Eurex Clearing Borrower, and that Eurex Clearing Lender's obligation to return the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) under the related Securities Lending Transaction shall be replaced by an obligation of Eurex Clearing Lender to pay to the Borrower Clearing Member, in each case a cash

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amount in the Transaction Currency determined by Eurex Clearing AG in accordance with Paragraph (c).

- (e) The right of the Borrower Clearing Member to withdraw its Return request (if any) prior to the relevant payment date of the relevant cash amount pursuant to Paragraph (b) or (d) shall remain unaffected.
 - (f) If a Record Date for a Cash Distribution or for a Securities Distribution in the form of rights pursuant to Number 2.4.1 or the record date for a Mandatory Reorganisation or the Market Deadline in connection with a Voluntary Reorganisation pursuant to Number 2.4.2 occurs with respect to a Non-Returned Transaction or the related Securities Lending Transaction on or prior to the payment date of the relevant cash amount pursuant to Paragraph (b) or (d), the payment date shall be postponed, accordingly.
 - (g) For the avoidance of doubt, if the Borrower Clearing Member does not return the Equivalent Loaned Assets on the relevant payment date, Number 2.6.4 applies *mutatis mutandis*.
 - (h) If after a successful Buy-In pursuant to Number 2.6.4 Paragraph (7) or in the event of a cash settlement after an unsuccessful or only partially successful Buy-In pursuant to 2.6.4 Paragraph (8) with respect to a specific Securities Lending Transaction, the Lender Clearing Member fails to actually deliver the Equivalent Principal Collateral in the form of Non-Cash Principal Collateral (in respect of which a delivery obligation has become due) to Eurex Clearing Borrower in full until 14:00 (Frankfurt time) for Principal Collateral held on accounts with Clearstream Banking S.A. and until 15:00 (Frankfurt time) for Principal Collateral held on accounts with Euroclear Bank S.A./N.V., Brussels, on the Business Day after the Buy-In Date, Eurex Clearing AG shall be entitled to determine that the Lender Clearing Member's obligation under such Securities Lending Transaction to return the Equivalent Principal Collateral shall be replaced by an obligation of the Lender Clearing Member to pay to Eurex Clearing Borrower, and that Eurex Clearing Lender's obligation to return the Equivalent Principal Collateral under the related Securities Lending Transaction shall be replaced by an obligation of Eurex Clearing Lender to pay to the Borrower Clearing Member, in each case, a cash amount in the Transaction Currency determined by Eurex Clearing AG in accordance with Paragraph (c).
- (3) Measures set forth in Paragraph (1) and (2) shall be binding on the Borrower Clearing Member of the related Securities Lending Transaction.

2.6.6 Failure to Deliver by the Borrower Clearing Member on the due date for a Securities Distribution or a Dividend With Options with respect to Securities for which EUI acts as the settlement location

- (1) If, in any of the circumstances set out in Number 2.4.1 Paragraph (3) or Number 2.4.2 Paragraph (3) (e) (B) or, with respect to Option Securities, Number 2.4.1 Paragraph (4) (f), the Borrower Clearing Member fails to actually deliver the relevant securities to Eurex Clearing Lender on the relevant due date or, if such delivery obligation has been postponed, on the relevant next Business Day (the "**Non-Performed Delivery**

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Obligation” and the securities not delivered, the “**Non-Delivered Securities**”), such delivery obligation (and the corresponding delivery obligation of Eurex Clearing Borrower to the Lender Clearing Member) shall, subject to Paragraph (2), be postponed to the next following Business Day.

If any party to a Securities Lending Transaction or related Securities Lending Transaction to which the Non-Performed Delivery Obligation relates has already received any such securities from the respective other party on such due date or such Business Day prior to the postponement, such party shall return such assets on such Business Day. Number 2.2.1 Paragraph (3) shall apply *mutatis mutandis* in respect of any such securities for which EUI acts as the settlement location (i) in relation to the required instruction of the Lender Clearing Member for a return by the Lender Clearing Member to Eurex Clearing Borrower and (ii) in relation to the required instruction of the Borrower Clearing Member for a return by Eurex Clearing Lender to the Borrower Clearing Member.

- (2) If the Borrower Clearing Member has not actually delivered the relevant Non-Delivered Securities on the third Business Day after such delivery obligation had originally become due (without taking into account any postponement in accordance with Paragraph (1)), Eurex Clearing AG is entitled, vis-à-vis the Borrower Clearing Member, to commence a buy-in and to purchase securities equivalent to the Non-Delivered Securities in accordance with the terms and conditions of Paragraphs (3) to (8) below (a “**Securities Buy-In**”).
- (3) The Securities Buy-In shall be conducted on the fourth Business Day after the delivery obligation in respect of the Non-Delivered Securities had originally become due (without taking into account any postponement in accordance with Paragraph (1)) (the “**Securities Buy-In Date**”) if the Non-Performed Delivery Obligation has not been discharged in full by the end of trading on the Business Day preceding the Securities Buy-In Date; the Borrower Clearing Member is not entitled to deliver the relevant Non-Delivered Securities after that point in time. Eurex Clearing AG is entitled to defer the Securities Buy-In Date by one or more Business Days.

Eurex Clearing AG will inform the Borrower Clearing Member and the Lender Clearing Member of the Securities Buy-In and the results thereof via fax or telephone.

- (4) If and to the extent that a Securities Buy-In pursuant to Paragraphs (2) and (3) is successful, (i) the Borrower Clearing Member shall, on the Business Day following the Securities Buy-In Date and in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1, pay to Eurex Clearing AG an amount equal to the purchase price paid or payable by Eurex Clearing AG for the securities purchased by Eurex Clearing AG in such Securities Buy-In and (ii) the delivery obligations of the Borrower Clearing Member in respect of the Non-Delivered Securities shall be replaced by the obligation of the Borrower Clearing Member to pay the amount referred to in (i).
- (5) If and to the extent that a Securities Buy-In pursuant to Paragraphs (2) and (3) is not successful, a cash settlement shall occur on the Business Day following the

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Securities Buy-In Date with respect to the remaining Non-Performed Delivery Obligations as well as the corresponding delivery obligations of Eurex Clearing Borrower vis-à-vis the Lender Clearing Member in connection with the related Securities Lending Transaction. Number 2.6.4 Paragraph (8) shall apply to such cash settlement *mutatis mutandis*, except for the references to Number 2.2.2 Paragraph (1) and Number 2.3.3 set out therein.

- (6) If the Non-Delivered Securities are subscription rights, no Securities Buy-In shall be made. Instead, the Market Default shall be applied with respect to such Non-Delivered Securities on the date relevant for the exercise of such subscription rights.
- (7) If the Non-Delivered Securities constitute fixed income securities and such securities have not been actually delivered to Eurex Clearing Lender by the sixth Business Day preceding the maturity of such fixed income securities (and no successful Securities Buy-In has been conducted) a cash settlement shall occur on the fifth Business Day preceding the maturity of the fixed income securities. Number 2.6.4 Paragraph (8) Sentences 2 and 3 shall apply *mutatis mutandis* to such cash settlement.
- (8) Eurex Clearing AG will charge a buy-in fee from the Borrower Clearing Member if a Securities Buy-In has been conducted (irrespective of whether it has been successful or not) (the “**Securities Buy-In Fee**”). The Securities Buy-In Fee shall be denominated in the Transaction Currency and amount to 10 per cent. of the market value of the securities (that are equivalent to the Non-Delivered Securities) bought or to be bought in the Securities Buy-In, with a minimum of EUR 250 or CHF 375 and a maximum of EUR 5,000 or CHF 7,000.

2.6.7 Further rights

Eurex Clearing AG charges a fee pursuant to Chapter V Number 2.2.1 Paragraph (3) (e) from the defaulting Clearing Member for each cash settlement carried out pursuant to Number 2.6.4, Number 2.6.5 or Number 2.6.6. The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in time to claim further damages shall remain unaffected.

2.7 Specific Provisions relating to Termination Events and Default Management Process

2.7.1 Limitation or Suspension of Clearing

If a Termination Event has occurred and is continuing with respect to a Clearing Member, Eurex Clearing AG may suspend or restrict the Clearing of Securities Lending Transactions with such Clearing Member, in particular Eurex Clearing AG (i) may one or more times suspend or restrict novations of Original Securities Lending Transactions pursuant to Part 1 Number 1.2.1 and Re-Rates pursuant to Number 2.5 Paragraph (5), (ii) shall be entitled to cancel each novated Securities Lending Transaction with that Clearing Member (and each related Securities Lending Transaction) prior to the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2), and (iii) may suspend

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the obligation to deliver Principal Collateral (only in the case of Open Term Loans) or return Equivalent Principal Collateral to such Clearing Member pursuant to Number 2.3.2 in relation to such Securities Lending Transaction. Eurex Clearing AG will notify the Third Party-Flow Provider and the Clearing Member of the decision to suspend or restrict the Clearing. Eurex Clearing AG shall specify, in the notification, a reasonable period of time during which such suspension or restriction shall apply.

2.7.2 Termination/Return

- (1) Upon the occurrence of a Termination Event (other than an Insolvency Termination Event) with respect to a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge), Eurex Clearing Borrower shall be entitled to terminate the Securities Lending Transactions with such defaulted SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge) prior to their Maturity Date. For the purposes of this Number 2.7.2 in relation to Fixed Term Loans, the occurrence of an event which amounts to a serious cause (*wichtiger Grund*), in particular a material deterioration of the asset position (*wesentliche Vermögensverschlechterung*) of a Lender Clearing Member, shall also constitute a Termination Event with respect to such Lender Clearing Member.
- (2) Upon the occurrence of an Insolvency Termination Event with regard to a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge), Eurex Clearing Borrower may give a Return request pursuant to Number 2.2.2 Paragraph (2) to such defaulted SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge) with respect to all Securities Lending Transactions which are Open Term Loans.
- (3) If a Securities Lending Transaction is terminated pursuant to Paragraph (1), the Maturity Date shall be put forward to the Termination Date and the obligations arising from such Securities Lending Transaction between Eurex Clearing Borrower and the defaulted Clearing Member shall become immediately due on such date.
- (4) (a) Upon the occurrence of a Termination Event or Insolvency Termination Event and a Termination Date with respect to a Borrower Clearing Member, Eurex Clearing Borrower shall be entitled to conduct a Return in respect of the related Securities Lending Transactions which are Fixed Term Loans with the relevant SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge) in accordance with Number 2.2.2 (which shall be applied *mutatis mutandis* to Fixed Term Loans as if these were Open Term Loans).
- (b) Eurex Clearing Borrower will buy the Equivalent Loaned Securities on the applicable Maturity Date. If Eurex Clearing Borrower is not able to buy all or some of the Equivalent Loaned Securities on the applicable Maturity Date, it shall be entitled to replace its obligation to return the Equivalent Loaned Securities by a payment of a cash amount determined by Eurex Clearing AG in its reasonable discretion on the next Business Day.
- (c) Eurex Clearing Borrower shall in addition to the return of the Equivalent Loaned Assets pay a Compensation Amount (as defined below) to the relevant SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge).

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The “**Compensation Amount**” shall be a one-off compensation amount taking into account the rate that would have been payable to the relevant SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge) pursuant to Number 2.5 (such rate to be discounted at a market interest rate reasonably determined by Eurex Clearing AG) had the related Securities Lending Transactions not been subject to a Return request by Eurex Clearing Borrower, *provided that* if, at the time of a Return of the relevant Equivalent Loaned Assets or, as applicable, cash payment, to the relevant holder of a SLLH (Pledge), Lender Clearing Member (Pledge) or SLLH (Title Transfer/Pledge), the market rate for a securities or cash lending transaction on such Equivalent Loaned Assets with a term until the original Maturity Date (as amended, as the case may be) of the Securities Lending Transaction to which the Return relates exceeds the lending rate applicable to such Securities Lending Transaction pursuant to the Loan Information, such excess (discounted at the same market interest rate referred to above) shall reduce the Compensation Amount accordingly.

- (d) If a Termination Date occurs with respect to the Borrower Clearing Member when determining the Difference Claim in relation to the Borrower Clearing Member, Chapter I Part 1 Number 7.3 shall apply *provided that*, when determining the Liquidation Price with respect to the relevant Securities Lending Transaction, the respective Compensation Amount in the Termination Currency shall form part of the costs and expenses incurred by Eurex Clearing AG during its default management process.
- (5) Upon the occurrence of an Insolvency Event with respect to Eurex Clearing AG in relation to Securities Lending Transactions concluded between Eurex Clearing Borrower and a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge), an automatic termination of all such Securities Lending Transactions shall occur. The claim for delivery of Equivalent Loaned Assets pursuant to Number 2.2.2 Paragraph (1) of a SLLH (Title Transfer/Pledge) and the claim for delivery of Equivalent Principal Collateral pursuant to Number 2.3.3 of Eurex Clearing Borrower shall each be replaced by a claim for payment of a cash amount denominated in Euro and determined by reference to the applicable market or exchange price.
- (6) If a Securities Lending Transaction between Eurex Clearing AG and a SLLH (Pledge), a Lender Clearing Member (Pledge) or a SLLH (Title Transfer/Pledge) is subject to an automatic termination pursuant to Paragraph (5), the Maturity Date shall be brought forward to the Business Day on which such termination has occurred and the obligations arising from such Securities Lending Transaction shall become immediately due on such date. The relevant claims for payment of a cash amount established pursuant to Paragraph (5) shall be netted (*verrechnet*) with each other immediately and only such net claim shall be immediately due and payable by the relevant party.

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2.7.3 Cash Settlement and Marking to Market upon Termination of Open Term Loans

Upon the occurrence of a Termination Event or Insolvency Termination Event and a Termination Date with respect to a Clearing Member or a termination or Return pursuant to Number 2.7.2 Paragraph (1) to (3), Eurex Clearing Borrower or Eurex Clearing Lender, as applicable, is entitled (but not obliged) to conduct a Return or Recall of the related Securities Lending Transactions which are Open Term Loans with the relevant other Clearing Member in accordance with Number 2.2.2.

If any such Return or Recall request has been given in such circumstances, the following specific provisions apply:

- (1) Upon the occurrence of a Termination Event or Insolvency Termination Event and a Termination Date with respect to a Lender Clearing Member or a termination or Return pursuant to Number 2.7.2 Paragraph (1) to (3), Eurex Clearing Lender may upon giving a Recall request pursuant to Number 2.2.2 Paragraph (3) to the relevant Borrower Clearing Member with respect to related Securities Lending Transactions, under which Principal Collateral in form of Non-Cash Principal Collateral has been provided,
 - (a) until all relevant Equivalent Loaned Securities which are due for return have actually been delivered to Eurex Clearing Lender by the Borrower Clearing Member, refrain from a Marking to Market pursuant to Number 2.3.2 and take into account the changes in the Market Value of the Posted Collateral in relation to the Required Collateral Value of a Securities Lending Transaction by way of increasing or reducing the margin obligation of the Borrower Clearing Member accordingly; and
 - (b) replace its obligation to return such Equivalent Principal Collateral to the Borrower Clearing Member by a payment of a cash amount determined by Eurex Clearing AG in its reasonable discretion.
- (2) Upon the occurrence of a Termination Event or Insolvency Termination Event and a Termination Date with respect to a Borrower Clearing Member, Eurex Clearing Borrower shall upon giving a Return request pursuant to Number 2.2.2 Paragraph (2) to the relevant Lender Clearing Member with respect to related Securities Lending Transactions, be entitled to request the return of (or release of the pledge over) all Equivalent Principal Collateral (in respect of a Securities Lending Transaction which forms part of an Exposure Netting Unit, only in an amount equal to the Required Collateral Value of such Securities Lending Transaction) by the Lender Clearing Member on the Maturity Date.

Eurex Clearing Borrower will attempt to undertake a replacement purchase of the Equivalent Loaned Securities on the applicable Maturity Date. If Eurex Clearing Borrower is not able to buy all or some of the Equivalent Loaned Securities as of such Maturity Date, Eurex Clearing Borrower shall be entitled to replace its obligation to return the Equivalent Loaned Securities by a payment of a cash amount determined by Eurex Clearing AG in its reasonable discretion on the next Business Day.

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2.7.4 Effect of Termination on Process relating to Voluntary Reorganisations

(1) Termination in respect of Borrower Clearing Member

- (a) If, after the Notification Date of a Voluntary Reorganisation relating to a Securities Lending Transaction, but prior to the processing of any Outturn relating thereto, a Termination Event or Insolvency Termination Event and a Termination Date occurs in respect of the relevant Borrower Clearing Member, Eurex Clearing Borrower shall be entitled to return the Equivalent Loaned Securities in respect of the related Securities Lending Transaction to the Lender Clearing Member in accordance with Number 2.2.2 Paragraph (2) (and, as applicable, Number 2.7.2 Paragraph (4)) irrespective of whether such Securities Lending Transaction is an Open Term Loan or a Fixed Term Loan. If, at the time such right to a Return is exercised, either the applicable Eurex Clearing Deadline has lapsed or the settlement of such Return (in the relevant account of the Lender Clearing Member) would not be possible (including in the case that Eurex Clearing Borrower is unable to make a replacement purchase of the relevant Equivalent Loaned Securities) prior to the applicable Eurex Clearing Deadline, this constitutes a **“Settlement Time Shortfall”**.

“Notification Date” means the date on which a Voluntary Reorganisation is announced by the issuer of the relevant Underlying Security or the third party offering the Voluntary Reorganisation.

- (b) If no Settlement Time Shortfall occurs, upon the settlement of such Return (i) any Lender Election and Outturn Instruction of the Lender Clearing Member shall automatically lapse and be cancelled and (ii) any Dispute Resolution Procedure in relation to the relevant Underlying Securities shall automatically terminate.
- (c) In the case of a Settlement Time Shortfall, such Return shall not become effective and the following provisions of this Paragraph (1) shall apply (in addition to the provisions of Number 2.4.2 Paragraph (2)). If any of the following provisions of this Paragraph (1) deviates from Number 2.4.2 Paragraph (2), this Paragraph (1) shall prevail.
- (i) As long as no Dispute Resolution Procedure has been commenced, the Lender Clearing Member may
- (aa) submit a Lender Election and/or Outturn Instruction; or
- (bb) if the Lender has already submitted an Outturn Instruction in indicative form (labelled “subject to change”), update such Outturn Instruction,
- in each case through the VCA Input System and no later than on the Termination Date.
- After such (updated) Outturn Instruction has been validated by Eurex Clearing AG in accordance with Number 2.4.2 Paragraph (2) (b), Eurex Clearing AG may, in its discretion, conduct an ad hoc verification procedure (the **“Ad hoc Verification Procedure”**) with respect to such

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Outturn Instruction in accordance with the Dispute Resolution Rules. If Eurex Clearing AG decides not to conduct an Ad hoc Verification Procedure it shall notify the Lender Clearing Member accordingly and the Outturn set out in the Outturn Instruction of the Lender Clearing Member shall be processed with respect to the relevant Securities Lending Transaction(s) between the Lender Clearing Member and Eurex Clearing Borrower on the relevant Intended VCA Settlement Date (or as otherwise agreed between Eurex Clearing Borrower and the Lender Clearing Member).

If the Lender Clearing Member does not submit a Lender Election and Outturn Instruction, Number 2.4.1 Paragraph (2) (d) applies.

- (ii) If a Dispute Resolution Procedure has already been commenced in respect of a relevant Securities Lending Transaction, such Dispute Resolution Procedure shall, subject to and in accordance with the Dispute Resolution Rules, be converted into an Ad hoc Verification Procedure.
- (iii) The results (including any applicable Outturn) of the Ad hoc Verification Procedure shall automatically be processed between the Lender Clearing Member and Eurex Clearing Borrower in accordance with the Dispute Resolution Rules.

If, as a result of such Outturn, a Securities Lending Transaction is transformed into a Securities Lending Transaction with different Underlying Securities, Eurex Clearing Borrower shall be entitled to conduct a Return of the Equivalent Loaned Securities to which such transformed Securities Lending Transaction relates to the Lender Clearing Member in accordance with Number 2.2.2 Paragraph (2). If Eurex Clearing Borrower is unable to make a replacement purchase of such Equivalent Loaned Securities on the applicable Maturity Date, Eurex Clearing Borrower may discharge its obligation to return the Equivalent Loan Securities with the payment of a cash amount determined by Eurex Clearing AG in its reasonable discretion on the next Business Day.

For the avoidance of doubt, such Outturn shall not be processed between Eurex Clearing Lender and the Borrower Clearing Member and the provisions of the Clearing Conditions applicable between Eurex Clearing AG and the Borrower Clearing Member in relation to the occurrence of a Termination Date in respect of the Borrower Clearing Member shall remain unaffected.

(2) Termination in respect of Lender Clearing Member

If, after the Notification Date of a Voluntary Reorganisation relating to a Securities Lending Transaction and after the submission of a Lender Election and Outturn Instruction in respect of such Voluntary Reorganisation, but prior to the processing of any Outturn relating thereto, a Termination Event or Insolvency Termination Event occurs in respect of the Lender Clearing Member that is a Lender Clearing Member

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(Pledge), a SLLH (Pledge) or a SLLH (Title Transfer/Pledge), the following shall apply:

- (a) If the Securities Lending Transaction is an Open Term Loan,
- (i) Number 2.7.2 Paragraphs (1) to (3) apply with respect to the termination or Return of such Securities Lending Transaction between Eurex Clearing Borrower and such Lender Clearing Member, subject to items (ii) to (v) below;
 - (ii) the Lender Election and Outturn Instruction (as well as any rejection or dispute by the Borrower Clearing Member) shall automatically lapse on the Termination Date or Maturity Date (as applicable) resulting from such termination or Return;
 - (iii) Eurex Clearing Lender shall be entitled to exercise its right to a Recall of all Equivalent Loaned Securities vis-à-vis the Borrower Clearing Member in accordance with Number 2.2.2 Paragraph (3) in conjunction with Number 2.7.3 Paragraph (1) with immediate effect;
 - (iv) if the Equivalent Loaned Securities to which the terminated or returned Securities Lending Transaction relates can be delivered by Eurex Clearing Borrower to the relevant account of the Lender Clearing Member prior to the applicable Market Deadline, the Borrower Clearing Member shall be subject to a contractual penalty (to which Number 2.6.4 Paragraph (2) (c) applies) if the Borrower Clearing Member, upon a Recall request by Eurex Clearing Lender pursuant to item (iii) above, fails to deliver to Eurex Clearing Lender the relevant Equivalent Loaned Securities by such Market Deadline; and
 - (v) Eurex Clearing Borrower shall deliver the Equivalent Loaned Securities to which the terminated or returned Securities Lending Transaction relates to the Lender Clearing Member.
- (b) If the Securities Lending Transaction is a Fixed Term Loan, Number 2.7.2 Paragraphs (1) to (3) shall remain unaffected. The Lender Election and Outturn Instruction (as well as any rejection or dispute by the Borrower Clearing Member) shall, however, lapse upon the occurrence of the relevant Termination Date (in the case of a termination pursuant to Number 2.7.2 Paragraph (1)). Any Lender Election and Outturn Instruction validly submitted after the Termination Date in the case of an Insolvency Termination Event will be processed in accordance with Number 2.4.2 Paragraph (2).

Appendix 1 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Clearing Agreement

between Eurex Clearing AG and a Clearing Member

As of 28.01.2019

|

This Clearing Agreement (the **“Agreement”**) is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
 legal name

acting through / having its (registered) office at

as Clearing Member (the **“Clearing Member”**); and

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (**“Eurex Clearing AG”**).

The Clearing Member and Eurex Clearing AG are hereinafter also referred to as the **“Parties”** and each of them as a **“Party”**. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions (the **“Clearing Conditions”**).

1. The Parties enter into this Agreement for the Clearing of:
 - (1) Own Transactions, ~~UDC-Related Transactions and SC-Related~~ and Direct Client-Related Transactions pursuant to the Elementary Clearing Model Provisions (including Subpart D of the Elementary Clearing Model Provisions if this Agreement also qualifies as a Clearing Agreement for the Clearing of ECM CASS Transactions); and
 - (2) ~~ICM-SC-ISA~~ Transactions (including ~~ICM-SC-ISA~~ CASS Transactions if this Agreement also qualifies as a Clearing Agreement for the Clearing of ~~ICM-SC-ISA~~ CASS Transactions) pursuant to the ~~ICM for Specified Clients~~ ISA Provisions.

The Clearing relationship shall be subject to the selections made in the Annex to this Agreement. Instructions of the Clearing Member that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.

2. The legal relationship between the Parties shall be construed (i) with respect to Own Transactions in accordance with Subpart B Number 4 of the Elementary Clearing Model Provisions, (ii) with respect to Omnibus Transactions in accordance with Subpart C Number 5 of the Elementary Clearing Model Provisions and (iii) with respect to ~~ICM-SC~~ ISA Transactions in accordance with Number 5 of the ~~ICM for Specified Clients~~ ISA Provisions.
3. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via ~~internet on the~~ Eurex Clearing AG’s website www.eurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
4. Eurex Clearing AG charges fees to the Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended.
5. With respect to cash payments the Clearing Member shall comply with its obligations pursuant to Chapter I Part 1 Number 1.4.1 of the Clearing Conditions.
6. The Clearing Member makes to Eurex Clearing AG amongst others the representations and warranties, and provides the undertakings, set out in the following provisions of the Clearing Conditions:
 - (1) Chapter I Part 1 Number 1.7 (*Representations and Undertakings with respect to Clearing Agreements*);

- (2) Chapter I Part 1 Number 1.8 and 1.9 (*No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Contracts and OTC XCCY Transactions for US Persons*); and
- (3) Chapter VIII Part 3 Number 3.1.3 Paragraph (5) (OTC Currency Products Clearing License).

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.

7. Unless otherwise agreed between the Clearing Member and Eurex Clearing AG, the Clearing Member undertakes to enter into a pledge agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 7 or in such form as may be required by Eurex Clearing AG in order to grant all pledges required pursuant to the following provisions of the Clearing Conditions:

- (1) Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4.3.2 in order to provide Margin pursuant to the Elementary Clearing Model Provisions;
- (2) Chapter I Part 1 Number 3 and Part 4 Number 6.3.2 in order to provide Margin pursuant to the ~~ICM for Specified Clients~~-ISA Provisions; and
- (3) Chapter I Part 1 Number 6.1.2 Paragraph (2) in order to make Contributions to the Default Fund, if applicable.

The Clearing Member may not participate in the Clearing of Transactions if the relevant pledge(s) have not been granted.

8. The Clearing Member hereby grants all powers of attorney and authorisations stated to be granted by it in, or required pursuant to the Clearing Conditions and acknowledges to be bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of Transactions, in particular pursuant to (as relevant):

- (1) Chapter I Part 1 Number 1.2.2 (*Conclusion of Transactions and Transfer of Transactions*);
- (2) Chapter I Part 1 Number 1.4.2 (*Settlement of Transactions in Securities*); and
- (3) Chapter VIII Part 1 Number 1.2.4 (*Special Provisions with respect to the Conclusion of CCP Transactions*).

The Clearing Member (in its capacity as a Lender Clearing Member or a Borrower Clearing Member) hereby expressly agrees to be bound by the implementation of any Outturn or Preliminary Outturn (and/or the reversal of any Preliminary Outturn) in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) and Number 2.7.4 of the Clearing Conditions, a Dispute Resolution Procedure or an Ad hoc Verification Procedure.

The Clearing Member acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any Transaction resulting from the operation of such provisions.

9. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant to the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with herein.

10. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions in the case of amendments to the form of this Agreement set out in Appendix 1 of the Clearing Conditions.

[This Agreement shall at all times conform to the form of this Agreement pursuant to Appendix 1 of the Clearing Conditions \(even if the amendments have been made prior to completion of the signing of this Agreement\).](#)

In addition, the Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement. The Annex to this Agreement may be amended by the submission of an amended Annex signed by the Clearing Member to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

11. Unless otherwise provided for in the Clearing Conditions, the Clearing Member shall not assign any of its rights or claims under this Agreement except with the prior written consent of Eurex Clearing AG.

12. This Agreement does not and is not intended to confer any rights to third parties.

13. This Agreement is governed by the substantive laws (Sachrecht), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (Sachrecht), excluding German private international law, of Germany.

14. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

15. The place of performance shall be Frankfurt am Main, Germany.

16. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial

intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

as Clearing Member

Place / Date

Name

Name

Function

Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG

Place / Date

Name

Name

Function

Function

Annex Clearing Licence and further selections

1 Clearing License

The Clearing Member shall be granted:

- General Clearing License for the Clearing of the following Transactions:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)
 - Chapter IV Clearing of Repo Transactions
 - Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse
 - Chapter VI Transactions Concluded at the Irish Stock Exchange (ISE Dublin)
 - Chapter IX Clearing of Securities Lending Transactions
 - Chapter VIII Part 2 OTC Interest Rate Derivative Transactions.
- Direct Clearing License for the Clearing of the following Transactions:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)
 - Chapter IV Clearing of Repo Transactions
 - Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse
 - Chapter VI Transactions Concluded at the Irish Stock Exchange (ISE Dublin)
 - Chapter IX Clearing of Securities Lending Transactions
 - Chapter VIII Part 2 OTC Interest Rate Derivative Transactions
 - Chapter VIII Part 3 and Part 4 OTC FX Transactions and OTC XCCY Transactions, respectively.

2 ECM Standard Agreements

For the purposes of the Elementary Clearing Model Provisions, the Applicable Allocation Method shall be the Value Based Allocation, unless the Clearing Member elects the Asset Based Allocation:

- The Asset Based Allocation shall apply.

3 Clearing of ECM CASS Transactions and ~~ICM SC~~ ISA CASS Transactions

This Agreement also qualifies as a Clearing Agreement for ECM CASS Transactions and/or ~~ICM SC~~ ISA CASS Transactions:

- yes*
- no

* Not available with respect to the Clearing of OTC FX Transactions and OTC XCCY Transactions pursuant to Chapter VIII Part 3 and Part 4, respectively.

AUTHORISED SIGNATURES
to the Annex to the Clearing Agreement

as Clearing Member

Place / Date

Name

Name

Function

Function

Appendix 2 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

[intentionally left blank]

As of 28.01.2019

Clearing Agreement

with a Non-Clearing Member and/or Registered Customer for the Elementary Clearing Model

This Clearing Agreement (the "**Agreement**") is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name
 acting through / having its (registered) office at

as Clearing Member (the "**Clearing Member**");

(2) _____
legal name
 acting through / having its (registered) office at

as Non-Clearing Member/Registered Customer (the "**Non-Clearing Member/Registered Customer**"); and

(3) ~~Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany ("**Eurex Clearing AG**").~~

The Clearing Member, the Non-Clearing Member/Registered Customer and Eurex Clearing AG are hereinafter also referred to as the "**Parties**" and each of them as a "**Party**". Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the "**Clearing Conditions**").

- ~~1. The Parties enter into this Agreement for the Clearing of Transactions pursuant to the Elementary Clearing Model Provisions (including Subpart D of the Elementary Clearing Model Provisions if this Agreement also qualifies as a Clearing Agreement for the Clearing of ECM CASS Transactions). The legal relationship between the Parties shall be construed in accordance with Subpart C Number 5 of the Elementary Clearing Model Provisions. The Transaction Types included in the Clearing and the options concerning close-out netting and the Clearing of ECM CASS Transactions relating to the Non-Clearing Member/Registered Customer are selected by the Clearing Member and/or the Non-Clearing Member/Registered Customer in Annex A to this Agreement. If a Relevant Fund or a Relevant Fund Segment (as to be specified in Annex B to this Agreement) enters into this Agreement, the special provisions pursuant to Number 1.1.7 of the General Clearing Provisions shall apply. Instructions of the Clearing Member or the Non-Clearing Member/Registered Customer that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.~~
- ~~2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “Referenced Conditions”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “General Terms and Conditions to the Connection Agreement”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via internet on the website www.eurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.~~
- ~~3. Eurex Clearing AG charges fees to the Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended. The Clearing Member may charge the same amount (plus any additional fees as may be agreed between the Clearing Member and the Non-Clearing Member/Registered Customer) to the Non-Clearing Member/Registered Customer.~~
- ~~4. Each of the Clearing Member and the Non-Clearing Member/Registered Customer makes, severally but not jointly, to Eurex Clearing AG amongst others the representations and warranties, and provides the undertakings, set out in the following provisions of the Clearing Conditions (as relevant):
 - ~~(1) Chapter I Part 1 Number 1.1.7 (Representations and warranties by Relevant Funds and Relevant Fund Segments acting through an Authorised Manager) if the Registered Customer is a Relevant Fund or a Relevant Fund Segment;~~
 - ~~(2) Chapter I Part 1 Number 1.7 (Representations and Undertakings with respect to Clearing Agreements); and~~
 - ~~(3) Chapter I Part 1 Number 1.8 and 1.9 (No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Transactions for US Persons).~~Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.~~

~~5. Each of the Clearing Member and the Non-Clearing Member/Registered Customer hereby grants all powers of attorney and authorisations stated to be granted by it in the Clearing Conditions and acknowledges to be bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of Transactions, in particular pursuant to (as relevant and when applicable):~~

~~(1) Chapter I Part 1 Number 1.2.3 Paragraph (3) (Authorisation of Eurex Clearing AG to receive notice with respect to RC-Related Transactions);~~

~~(2) Chapter II Part 1 Number 1.8 (Conclusion of Transactions between the Clearing Member and the Registered Customer);~~

~~(3) Chapter VIII Part 1 Number 1.2.5 (Special Provisions with respect to the conclusion of CM-RC Transactions); and~~

~~(4) Chapter VIII Part 2 Number 2.9 (Novation, netting, accumulation and termination of CM-RC Transactions).~~

~~The Non-Clearing Member/Registered Customer acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any Transaction resulting from the operation of such provisions.~~

~~6. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant to the Clearing Conditions.~~

~~This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.~~

~~7. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions, in the case of amendments to the form of this Agreement set out in Appendix 2 to the Clearing Conditions. In addition, this Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement; Number 1.1.7 Paragraph (9) of the General Clearing Provisions shall remain unaffected. Annex A to this Agreement may be amended by the submission of an amended Annex A signed by the Clearing Member and the Non-Clearing Member/Registered Customer to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.~~

~~8. Unless otherwise provided for in the Clearing Conditions, neither the Clearing Member nor the Non-Clearing Member/Registered Customer shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.~~

~~9. This Agreement does not and is not intended to confer any rights to third parties.~~

~~10. This Agreement is governed by the substantive laws (Sachrecht), excluding German private international law, of Germany.~~

~~Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.~~

~~11. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.~~

~~12. The place of performance shall be Frankfurt am Main, Germany.~~

~~13. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.~~

AUTHORISED SIGNATURES
to the Clearing Agreement

as Clearing Member

Place / Date

Name

Name

Function

Function

as Non-Clearing Member/Registered Customer⁴

Place / Date

Name

Name

Function

Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG

Place / Date

Name

Name

Function

Function

⁴— Authorised Manager if the Registered Customer is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

~~Annex A to the Clearing Agreement: Transaction Types included in the Clearing, Close-Out Netting~~

~~The Non-Clearing Member/Registered Customer shall participate in the Clearing pursuant to this Agreement in accordance with the following elections:~~

~~Registered Customer for the following Transaction Types:~~

- ~~Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)~~
- ~~Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions.~~

~~Non-Clearing Member for the following Transaction Types:~~

- ~~Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)~~
- ~~Chapter IV Clearing of Repo Transactions~~
- ~~Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse~~
- ~~Chapter VI Transactions Concluded at the Irish Stock Exchange (ISE Dublin)~~

~~Further optional election by the Clearing Member and the Non-Clearing Member/Registered Customer:~~

~~Application of the closeout netting regulation pursuant to Chapter I Part 2 Subpart C Number 10.3.~~

~~Further election by the Clearing Member:~~

~~This Agreement also qualifies as a Clearing Agreement for the Clearing of ECM CASS Transactions relating to the Non-Clearing Member/Registered Customer:²~~

- ~~yes~~
- ~~no~~

² If the Clearing Member and the Non-Clearing Member/Registered Customer have been parties to a Clearing Agreement pursuant to the former Appendix 5 (net omnibus), "yes" shall apply.

AUTHORISED SIGNATURES
to Annex A to the Clearing Agreement

as Clearing-Member Place / Date

Name Name

Function Function

as Non-Clearing Member/Registered Customer³ Place / Date

Name Name

Function Function

³— Authorised Manager if the Registered Customer is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex B to the Clearing Agreement: Relevant Funds and Relevant Fund Segments*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated. In case of a Relevant Fund Segment, the fund or sub-fund to which the Relevant Fund Segment belongs shall also be indicated]	Name of the asset pool (fund) [Account name of the Relevant Fund/Relevant Fund Segment]	Legal Entity Identifier [LEI/preLEI]	Jurisdiction [ISO code]

* Eurex Clearing AG may provide this Annex in a different format than shown here.

AUTHORISED SIGNATURES
to Annex B to the Clearing Agreement

as Clearing Member

Place / Date

Name

Name

Function

Function

Authorised Manager acting for the account of the Relevant
Funds and/or Relevant Fund Segments

Place / Date

Name

Name

Function

Function

* * *

Appendix 3 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Clearing Agreement

with ~~a Non-Clearing Member and/or Registered Customer~~ an ICM Client
for the
Individual Clearing Model under Eurex Clearing AG Documentation

As of 28.01.2019

This Clearing Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name

acting through / having its (registered) office at

_____ ,
as Clearing Member (the “**Clearing Member**”);

(2) _____
legal name

acting through / having its (registered) office at

_____ ,
as ~~Non-Clearing Member/Registered Customer~~ ICM Client (the “**Non-Clearing Member/ Registered Customer**”, and for the purposes of the ICM-ECD Provisions, the “**ICM Client**”); and

(3) Eurex Clearing Aktiengesellschaft, a stock company (Aktiengesellschaft) incorporated under the laws of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany (“**Eurex Clearing AG**”).

The Clearing Member, the ICM Client and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Transactions pursuant to the Individual Clearing Model Provisions under Eurex Clearing AG Documentation. The legal relationship between the Parties shall be construed in accordance with Subpart A Number 2 and Subpart B Number 2 of the Individual Clearing Model Provisions. The Transaction Types included in the Clearing and the options concerning Direct Segregated Margin Transfer, Retransfer and Set-Off are selected by the Clearing Member and the ICM Client in Annex A to this Agreement. If a Relevant Fund or a Relevant Fund Segment (as to be specified in Annex B to this Agreement) enters into this Agreement, the special provisions pursuant to Number ~~4.1.7~~ [1.1.12 Paragraph \(5\)](#) of the General Clearing Provisions shall apply. If a Relevant Fund or Relevant Fund Segment is listed more than once in Annex B, the Sub Pool Provisions shall apply. Instructions of the Clearing Member or the ICM Client that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.
2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via ~~internet on the~~ [Eurex Clearing AG's website www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. Eurex Clearing AG charges fees to the Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended. The Clearing Member may charge the same amount (plus any additional fees as may be agreed between the Clearing Member and the ICM Client) to the ICM Client.
4. Each of the Clearing Member and the ICM Client makes, severally but not jointly, to Eurex Clearing AG amongst others the representations, warranties and undertakings set out in the following provisions of the Clearing Conditions (as relevant):
 - (1) Chapter I Part 1 Number ~~4.1.7~~ [1.1.12 Paragraph \(5\) \(f\)](#) (*Representations and warranties by Relevant Funds and Relevant Fund Segments acting through an Authorised Manager*) if the ~~Registered Customer~~ [ICM Client](#) is a Relevant Fund or a Relevant Fund Segment;
 - (2) Chapter I Part 1 Number 1.7 (*Representations and Undertakings with respect to Clearing Agreements*);
 - (3) Chapter I Part 1 Number 1.8 and 1.9 (*No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Transactions for US Persons*); and
 - (4) Chapter I Part 3 Subpart A Number 18 (*Undertakings by Clearing Member and ICM Client*).

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.

5. Each of the Clearing Member and the ICM Client hereby grants all powers of attorney and authorisations stated to be granted by it in the Clearing Conditions and acknowledges to be bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of Transactions, in particular pursuant to (as relevant):

- (1) Chapter I Part 1 Number 1.2.3 Paragraph ~~(34)~~ (*Authorisation of Eurex Clearing AG to receive notice with respect to ~~RC-Related~~ Covered Transactions*);
- (2) Chapter I Part 3 Subpart A Number 16.1.3 (*Direct Segregated Margin Transfers and Direct Segregated Margin Retransfers*), if relevant;
- (3) Chapter II Part 1 Number 1.8 (*Conclusion of Covered Transactions between the Clearing Member and the ~~Registered Customer~~ ICM Client*);
- (4) Chapter VIII Part 1 Number 1.2.5 (*Special Provisions with respect to the Conclusion of ~~CM-RC~~ CM-ICM Client Transactions*); and
- (5) Chapter VIII Part 2 Number 2.9 (*Novation, netting, accumulation and termination of ~~CM-RC~~ CM-ICM Client Transactions*).

The ICM Client acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any Transaction resulting from the operation of such provisions.

6. Unless Eurex Clearing AG, the Security Trustee and the Clearing Member have entered into a Security Trust Agreement, each of the Clearing Member and the ICM Client, by entering into this Agreement, grants the pledges (*Pfandrechte*) and makes the assignments for security purposes (*Sicherungsabtretung*) pursuant to Subpart A Number 8.1 and 8.2 of the Individual Clearing Model Provisions. If a Security Trust Agreement is in effect between Eurex Clearing AG, the Security Trustee and the Clearing Member, the provisions set out in Subpart A Number 8.3 of the Individual Clearing Model Provisions apply. In each case, the Clearing Member and the ICM Client make and acknowledge receipt of the notifications on the granting of the security interests pursuant to the afore-mentioned provisions.
7. The Parties hereby agree (i) on the application of the provisions on the Interim Participation and Immediate Re-Establishment pursuant to Subpart A Number 11 of the Individual Clearing Model Provisions and (ii) to make the assignments and to give the notifications and declarations pursuant to and in accordance with Subpart A Numbers 11.3.8 and 11.4.4 of the Individual Clearing Model Provisions.

8. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant to the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

9. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions, in the case of amendments to the form of this Agreement set out in Appendix 3 to the Clearing Conditions.

[This Agreement shall at all times conform to the form of this Agreement pursuant to Appendix 3 of the Clearing Conditions \(even if the amendments have been made prior to completion of the signing of this Agreement\).](#)

In addition, this Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement; Number ~~4.1.7~~ 1.1.12 Paragraph (95) (i) of the General Clearing Provisions shall remain unaffected. Annex A to this Agreement may be amended by the submission of an amended Annex A signed by the Clearing Member and the ICM Client to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

10. Unless otherwise provided for in the Clearing Conditions, neither the Clearing Member nor the ICM Client shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.

11. This Agreement does not and is not intended to confer any rights to third parties.

12. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

13. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

14. The place of performance shall be Frankfurt am Main, Germany.

15. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

as ICM Client¹

Place / Date

Name

Name

Function

Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG

Place / Date

Name

Name

Function

Function

¹ Authorised Manager if the ICM Client is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex A to the Clearing Agreement: Transaction Types included in the Clearing, Direct Segregated Margin Transfer and Retransfer

1 Transaction Types included in the Clearing

The ICM Client shall participate in the Clearing pursuant to this Agreement in accordance with the following elections:

- ~~Registered Customer~~ [DC With System Access/Basic DC](#) for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)
 - Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions
- ~~Non-Clearing Member~~ [DC Market Participant](#) for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)
 - Chapter IV Clearing of Repo Transactions
 - Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse
 - Chapter VI Transactions Concluded at the Irish Stock Exchange (ISE Dublin)

2 Direct Segregated Margin Transfer (optional)

The Parties agree as follows:

- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of Securities.
- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of Securities by using CmaX.
- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of cash.

To the extent, the Parties agree that the ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in the form of Securities by using CmaX, the Clearing Member is obliged to also instruct Eurex Clearing AG pursuant to Number 3 below to make any Direct Segregated Margin Retransfers in the form of Securities by using CmaX, Eurex Clearing AG to the ICM Client.

3 Direct Segregated Margin Retransfer (optional)

The Clearing Member instructs Eurex Clearing AG as follows:

- In respect of all Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of Securities, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.

- In respect of all Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of Securities by way of a Direct Segregated Margin Transfer using CmaX, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.
- In respect of Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of cash, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.

AUTHORISED SIGNATURES
to Annex A to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

as ICM Client²

Place / Date

Name

Name

Function

Function

² Authorised Manager if the ICM Client is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex B to the Clearing Agreement: Relevant Funds and Relevant Fund Segments*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated. In case of a Relevant Fund Segment, the fund or sub-fund to which the Relevant Fund Segment belongs shall also be indicated]	Name of the asset pool (fund), including, if applicable, relevant Sub Pool type [Account name of the Relevant Fund/Relevant Fund Segment and, if applicable, relevant Sub Pool]	Legal Entity Identifier [LEI/preLEI]	Jurisdiction [ISO code]

* Eurex Clearing AG may provide this Annex in a different format than shown here.

AUTHORISED SIGNATURES
to Annex B to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

Authorised Manager acting for the account of the Relevant
Funds and/or Relevant Fund Segments

Place / Date

Name

Name

Function

Function

* * *

Appendix 4 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Clearing Agreement

with ~~a Non-Clearing Member and/or Registered Customer~~ an ICM Client
for the
Individual Clearing Model under Client Clearing Documentation

As of 28.01.2019

This Clearing Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name

acting through / having its (registered) office at

as Clearing Member (the “**Clearing Member**”);

(2) _____
legal name

acting through / having its (registered) office at

as ~~Non-Clearing Member/Registered Customer~~ ICM Client (the “**Non-Clearing Member/Registered Customer**”, and for the purposes of the ICM-CCD Provisions, the “**ICM Client**”); and

(3) Eurex Clearing Aktiengesellschaft, a stock company (Aktiengesellschaft) incorporated under the laws of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany (“**Eurex Clearing AG**”).

The Clearing Member, the ICM Client and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Transactions pursuant to the Individual Clearing Model Provisions under Client Clearing Documentation. The legal relationship between the Parties shall be construed in accordance with Subpart A Number 2 and Subpart C of the Individual Clearing Model Provisions. The details of the Client Clearing Agreement, the Transaction Types included in the Clearing and the options concerning Direct Segregated Margin Transfer, Retransfer and Set-Off are selected by the Clearing Member and the ICM Client in Annex A to this Agreement. If a Relevant Fund or a Relevant Fund Segment (as to be specified in Annex B to this Agreement) enters into this Agreement, the special provisions pursuant to Number ~~4.1.7~~ [1.1.12 Paragraph \(5\)](#) of the General Clearing Provisions shall apply. If a Relevant Fund or Relevant Fund Segment is listed more than once in Annex B, the Sub Pool Provisions shall apply. Instructions of the Clearing Member or the ICM Client that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.
2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), save for provisions governing the creation, novation, cancellation of, or any other amendment to Transactions between the Clearing Member and the ICM Client, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via ~~internet on the~~ [Eurex Clearing AG's website www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. Eurex Clearing AG charges fees to the Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended. The Clearing Member may charge the same amount (plus any additional fees as may be agreed between the Clearing Member and the ICM Client) to the ICM Client.
4. Each of the Clearing Member and the ICM Client makes, severally but not jointly, to Eurex Clearing AG amongst others the representations, warranties and undertakings set out in the following provisions of the Clearing Conditions (as relevant):
 - (1) Chapter I Part 1 Number ~~4.1.7~~ [1.1.12 Paragraph \(5\) \(f\)](#) (*Representations and warranties by Relevant Funds and Relevant Fund Segments acting through an Authorised Manager*) if the ~~Registered Customer~~ [ICM Client](#) is a Relevant Fund or a Relevant Fund Segment;
 - (2) Chapter I Part 1 Number 1.7 (*Representations and Undertakings with respect to Clearing Agreements*);
 - (3) Chapter I Part 1 Number 1.8 and 1.9 (*No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Transactions for US Persons*);

- (4) Chapter I Part 3 Subpart A Number 18 (*Undertakings by Clearing Member and ICM Client*); and
- (5) Chapter I Part 3 Subpart C Number 4 (*Client Clearing Agreements Representations and Liability*).

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.

5. Each of the Clearing Member and the ICM Client hereby grants all powers of attorney and authorisations stated to be granted by it in the Clearing Conditions and acknowledges to comply with its obligations pursuant to the Clearing Conditions, in particular pursuant to (as relevant):
 - (1) Chapter I Part 3 Subpart A Number 16.1.3 and Number 16.2.6 (*Direct Segregated Margin Transfers and Direct Segregated Margin Retransfers*), if relevant;
 - (2) Chapter I Part 3 Subpart A Number 15.6 (*Indemnity from the Clearing Member and the ICM Client*);
 - (3) Chapter II Part 1 Number 1.8.2 (*Obligation to check notices from Eurex Clearing AG with respect to Market Transactions*);
 - (4) Chapter VIII Part 1 Number 1.2.6 (*Special Provisions with respect to Client Clearing ~~CM-RC~~ CM-ICM Client Transactions*); and
 - (5) Chapter VIII Part 2 Number 2.10 (*Novation, Netting, accumulation and termination of Client Clearing ~~CM-RC~~ CM-ICM Client Transactions*).
6. Unless Eurex Clearing AG, the Security Trustee and the Clearing Member have entered into a Security Trust Agreement, each of the Clearing Member and the ICM Client, by entering into this Agreement, grants the pledges (*Pfandrechte*) and makes the assignments for security purposes (*Sicherungsabtretung*) pursuant to Subpart A Number 8.1 and 8.2 of the Individual Clearing Model Provisions. If a Security Trust Agreement is in effect between Eurex Clearing AG, the Security Trustee and the Clearing Member, the provisions set out in Subpart A Number 8.3 of the Individual Clearing Model Provisions apply. In each case, the Clearing Member and the ICM Client make and acknowledge receipt of the notifications on the granting of the security interests pursuant to the afore-mentioned provisions.
7. The Parties hereby agree (i) on the application of the provisions on the Interim Participation and Immediate Re-Establishment pursuant to Subpart A Number 11 of the Individual Clearing Model Provisions, and (ii) to make the assignments and to give the notifications and declarations pursuant to and in accordance with Subpart A Numbers 11.3.8 and 11.4.4 of the Individual Clearing Model Provisions.

8. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant to the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

9. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions, in the case of amendments to the form of this Agreement set out in Appendix 4 to the Clearing Conditions.

[This Agreement shall at all times conform to the form of this Agreement pursuant to Appendix 4 of the Clearing Conditions \(even if the amendments have been made prior to completion of the signing of this Agreement\).](#)

In addition, this Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement; Number ~~4.1.7~~ [1.1.12](#) Paragraph (95) (i) of the General Clearing Provisions shall remain unaffected. Annex A to this Agreement may be amended by the submission of an amended Annex A signed by the Clearing Member and the ICM Client to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

10. Unless otherwise provided for in the Clearing Conditions, neither the Clearing Member nor the ICM Client shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.

11. This Agreement does not and is not intended to confer any rights to third parties.

12. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

13. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

14. The place of performance shall be Frankfurt am Main, Germany.

15. The foregoing shall not prevent the Clearing Member and the ICM Client to agree on other governing law, jurisdiction and place of performance clauses in the Client Clearing Agreement in accordance with Subpart C Number 2.1.2 of the Individual Clearing Model Provisions.

16. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of

supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

as ICM Client¹

Place / Date

Name

Name

Function

Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG

Place / Date

Name

Name

Function

Function

¹ Authorised Manager if the ICM Client is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex A to the Clearing Agreement: Details of Client Clearing Agreement, Transaction Types included in the Clearing, Direct Segregated Margin Transfer and Retransfer

1 Details of Client Clearing Agreement

The Clearing Member and the ICM Client have entered or will enter into the following Market Standard Client Clearing Agreement:

- an English law governed ISDA 1992 or 2002 Master Agreement together with the ISDA/FOA Client Cleared OTC Derivatives Addendum and the Eurex Clearing AG Appendix thereto
- an English law governed FOA Professional Client Agreement (Version _____) together with the FOA Clearing Module Annex and the Eurex Clearing AG Appendix thereto
- an English law governed FOA Professional Client Clearing Agreement (Version _____) together with the ISDA/FOA Addendum and the Eurex Clearing AG Appendix thereto
- a Clearing Framework Agreement (*Clearing-Rahmenvereinbarung*) together with an Annex to the Clearing Framework Agreement (Framework Agreement) for the Clearing of Contracts via Eurex Clearing AG on the basis of the Individual Clearing Model Provisions (*Anhang zu der Clearing-Rahmenvereinbarung für das Clearing von Kontrakten über die Eurex Clearing AG auf der Grundlage der Individual-Clearingmodell-Bestimmungen*)
- The Clearing Member and the ICM Client have entered or will enter into the following individual Client Clearing Agreement:

(the “Client Clearing Agreement”).

2 Transaction Types included in the Clearing

The ICM Client shall participate in the Clearing pursuant to this Agreement in accordance with the following elections:

- ~~Registered Customer~~ [DC With System Access/Basic DC](#) for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)
 - Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions.
- ~~Non-Clearing Member~~ [DC Market Participant](#) for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland (Eurex Exchange)

- Chapter IV Clearing of Repo Transactions
- Chapter V Part 2 Transactions Concluded at the Frankfurter Wertpapierbörse
- Chapter VI Transactions Concluded at the Irish Stock Exchange (ISE Dublin)

3 Direct Segregated Margin Transfer (optional)

The Parties agree as follows:

- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of Securities.
- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of Securitates by using CmaX.
- The ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in form of cash.

To the extent, the Parties agree that the ICM Client may make Direct Segregated Margin Transfers to Eurex Clearing AG in the form of Securities by using CmaX, the Clearing Member is obliged to also instruct Eurex Clearing AG pursuant to Number 4 below to make any Direct Segregated Margin Retransfers in the form of Securities by using CmaX, Eurex Clearing AG to the ICM Client.

4 Direct Segregated Margin Retransfer (optional)

The Clearing Member instructs Eurex Clearing AG as follows:

- In respect of all Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of Securities, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.
- In respect of all Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of Securities by way of a Direct Segregated Margin Transfer CmaX, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.
- In respect of Redelivery Claims of the Clearing Member with respect to Segregated Margin actually delivered in form of cash, Eurex Clearing AG shall make Direct Segregated Margin Retransfers to the ICM Client.

AUTHORISED SIGNATURES
to Annex A to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

as ICM Client²

Place / Date

Name

Name

Function

Function

² Authorised Manager if the ICM Client is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex B to the Clearing Agreement: Relevant Funds and Relevant Fund Segments*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated. In case of a Relevant Fund Segment, the fund or sub-fund to which the Relevant Fund Segment belongs shall also be indicated]	Name of the asset pool (fund), including, if applicable, relevant Sub Pool type [Account name of the Relevant Fund/Relevant Fund Segment and, if applicable, relevant Sub Pool]	Legal Entity Identifier [LEI/preLEI]	Jurisdiction [ISO code]

* Eurex Clearing AG may provide this Annex in a different format than shown here.

AUTHORISED SIGNATURES
to Annex B to the Clearing Agreement

as Clearing-Member

Place / Date

Name

Name

Function

Function

Authorised Manager acting for the account of the Relevant
Funds and/or Relevant Fund Segments

Place / Date

Name

Name

Function

Function

* * *

Appendix 6 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Clearing Agreement

for the Clearing of Securities Lending Transactions with the Holder
of a Specific Lender License

As of 28.01.2019

This Clearing Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
 legal name

acting through / having its (registered) office at

as Holder of a Specific Lender License (the “**Holder of a Specific Lender License**”); and;

(2) Eurex Clearing Aktiengesellschaft, a stock company (Aktiengesellschaft) incorporated under the laws of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany (“**Eurex Clearing AG**”).

The Holder of a Specific Lender License and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Transactions pursuant to Chapter IX of the Clearing Conditions. The legal relationship between the Parties shall be construed in accordance with Chapter IX Part 1 Number 1.1.3 of the Clearing Conditions. If a Relevant Fund (as to be specified in the Annex to this Agreement) enters into this Agreement, the special provisions pursuant to Chapter IX Part 1 Number 1.1.3 Paragraph (8) or (9) of the Clearing Conditions, as applicable, shall apply. Instructions of the Holder of a Specific Lender License that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.
2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via ~~internet on the~~ [Eurex Clearing AG's website www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. The Holder of a Specific Lender License hereby expressly agrees to be bound by the processing of any Outturn or Preliminary Outturn (and/or the reversal of any Preliminary Outturn) in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) and Number 2.7.4, a Dispute Resolution Procedure or an Ad hoc Verification Procedure.
4. Eurex Clearing AG charges fees to the Holder of a Specific Lender License for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended.
5. The Holder of a Specific Lender License hereby (i) makes to Eurex Clearing AG the representations and warranties pursuant to Chapter I Part 1 Number 1.7 and, if the Holder of a Specific Lender License is a Relevant Fund, Chapter I Part 1 Number ~~1.1.7~~ [1.1.12 Paragraph \(5\) \(f\)](#) in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) and (9) of the Clearing Conditions, (ii) undertakes to satisfy the prerequisites of the Specific Lender Licence at any time during the term of this Agreement and (iii) agrees to the conclusion of Transactions pursuant to Chapter IX Part 1 Number 1.2.1 and 1.2.2 of the Clearing Conditions.

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.
6. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

7. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions in the case of amendments to the form of this Agreement set out in Appendix 6 of the Clearing Conditions.

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the Holder of a Specific Lender License by executing an amended and restated version of this Agreement; Chapter I Part 1 Number ~~1.1.7~~ 1.1.12 Paragraph (95) (i) in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) and (9) of the Clearing Conditions shall remain unaffected.

8. Unless otherwise provided for in the Clearing Conditions, the Holder of a Specific Lender License shall not assign any of its rights or claims under this Agreement except with the prior written consent of Eurex Clearing AG.
9. This Agreement does not and is not intended to confer any rights to third parties.
10. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

11. The courts in Frankfurt am Main, Germany, shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.
12. The place of performance shall be Frankfurt am Main, Germany.
13. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

as Holder of a Specific Lender License or, if the Holder of a Specific Lender License is a Relevant Fund listed in the Annex to this Agreement, Authorised Manager	Place / Date
--	--------------

Name

Name

Function

Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG

Place / Date

Name

Name

Function

Function

Annex to the Clearing Agreement: Relevant Funds*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated]	Name of the asset pool (fund) [Account name of the Relevant Fund]	Legal Entity Identifier [LEI/preLEI]	Jurisdiction [ISO code]

* Eurex Clearing AG may provide this Annex in a different format than shown here.

AUTHORISED SIGNATURES
to the Annex to the Clearing Agreement

as Authorised Manager acting for the account of
the Relevant Funds

Place / Date

Name

Name

Function

Function

Appendix 7 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Pledge Agreement

relating to pledges of Eligible Margin Assets in the form of Securities

As of 28.01.2019

This agreement (the “**Agreement**”) is dated the last date set out on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name
 acting through / having its (registered) office at

as Clearing Member (the “**Clearing Member**”); [and]¹

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**”)-[] [and]

[(3) _____
legal name
 acting through / having its (registered) office at

as third-party account holder designated by the Clearing Member in accordance with this Agreement (the “**Third-Party CM Account Holder**”).²

The Clearing Member-[] [and]- Eurex Clearing AG [and the Third-Party CM Account Holder] are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context

¹ Text in square brackets marked in grey [] shall apply if the pledges only relate to accounts/sub-accounts/XEMAC Claim-IDs held by the Clearing Member.
² Text in square brackets marked in blue [] shall apply if the pledges relate to one or more (sub-)accounts/XEMAC Claim-IDs held by a Third-Party CM Account Holder in accordance with Chapter I Part 1 Number 3.6 of the Clearing Conditions.

requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

WHEREAS:

- (A) The ~~Parties~~ [Clearing Member and Eurex Clearing AG](#) have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions as Appendix 1 (as the same may have been or will be amended from time to time, the “**Clearing Agreement**”).
- (B) The Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing Margin in accordance with the Elementary Clearing Model Provisions and/or the ~~ICM for Specified Clients~~ [ISA](#) Provisions and/or Contributions to the Default Fund (in respect of itself or in its capacity as Clearing Agent for its Basic Clearing Members in accordance with the General Clearing Provisions), respectively. The Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or any relevant competent authority register, if such registration is required for the creation or enforceability of a security interest or if Eurex Clearing AG considers a registration of such security interest expedient.
- (C) [Subject to compliance with applicable laws, the limitations set out in the Clearing Conditions and the provisions of this Agreement, pledges for purposes of providing Margin may, under certain conditions, also be granted by the Clearing Member if the pledged Eligible Margin Assets are credited to a specific account held by \[a third party that is appointed for such purpose by the Clearing Member and Eurex Clearing AG \(the "Third-Party CM Account Holder"\)\]](#)³[\[the Third-Party CM Account Holder\]](#)⁴.

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out via ~~internet on the~~ [Eurex Clearing AG's](#) website www.eurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

2 Granting of Pledges

2.1 Securities Accounts

Each of the following securities accounts or sub-accounts for which account details are provided below have been established:

³ [To be included if the pledges only relate to accounts/sub-accounts/XEMAC Claim-IDs held by the Clearing Member.](#)

⁴ [To be included if a Third-Party CM Account Holder is a party to the Agreement.](#)

2.1.1 German Securities Accounts

The following securities account(s) or sub-account(s) of the Clearing Member or of the Third-Party CM Account Holder with Clearstream Banking AG, Frankfurt am Main (“CBF”) under German law:

(i) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:

(ii) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:

(each account specified under (i) or (ii) (if any) a “**German Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

(iii) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:

(iv) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:

(each account specified under (iii) or (iv) (if any) a “**German Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

(v) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:

(vi) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:

(each account specified under (v) or (vi) (if any) a “**German CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

(vii) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:

(viii) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:

(each account specified under (vii) or (viii) (if any) a **“German ICM-SC-ISA Pledged Securities Account”** for the purposes of granting Margin for ~~ICM-SC-ISA~~ Transactions (other than any Margin for ~~ICM-SC-ISA~~ CASS Transactions))

(ix) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:

(x) Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:

(each account specified under (ix) or (x) (if any) a **“German ICM-SC-ISA CASS Pledged Securities Account”** for the purposes of granting Margin for ~~ICM-SC-ISA~~ CASS Transactions)

(xi) XEMAC Claim-ID of the Clearing Member:

(xii) XEMAC Claim-ID of the Third-Party CM Account Holder:

(each account in CBF’s Collateral Management System (“Xemac”) specified under (xi) or (xii) (if any) a **“Xemac Pledged Securities Account”** for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

(xiii) XEMAC Claim-ID of the Clearing Member:

(xiv) XEMAC Claim-ID of the Third-Party CM Account Holder:

(each account in Xemac specified [under \(xiii\) or \(xiv\)](#) (if any) a “**Xemac Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

[\(xv\) XEMAC Claim-ID of the Clearing Member:](#)

[\(xvi\) XEMAC Claim-ID of the Third-Party CM Account Holder:](#)

(each account in Xemac specified [under \(xv\) or \(xvi\)](#) (if any) a “**Xemac CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

[\(xvii\) XEMAC Claim-ID of the Clearing Member:](#)

[\(xviii\) XEMAC Claim-ID of the Third-Party CM Account Holder:](#)

(each account in Xemac specified [under \(xvii\) or \(xviii\)](#) (if any) a “**Xemac ICM-SC-ISA Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC-ISA~~ Transactions (other than any Margin for ~~ICM-SC-ISA~~ CASS Transactions))

[\(xix\) XEMAC Claim-ID of the Clearing Member:](#)

[\(xx\) XEMAC Claim-ID of the Third-Party CM Account Holder:](#)

(each account in Xemac specified [under \(xix\) or \(xx\)](#) (if any) a “**Xemac ICM-SC-ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC-ISA~~ CASS Transactions)

2.1.2 Luxembourg Securities Accounts

The following securities account(s) of the Clearing Member with Clearstream Banking S.A., Luxembourg (“**CBL**”) under Luxembourg law:

Creation Securities Account number:

(each account specified (if any) a “**Luxembourg Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

Creation Securities Account number:

(each account specified (if any) a “**Luxembourg Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

Creation Securities Account number:

(each account specified (if any) a “**Luxembourg CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions in accordance with Chapter I Part 2 Subpart D of the Clearing Conditions)

Creation Securities Account number:

(each account specified (if any) a “**Luxembourg ~~ICM-SC-ISA~~ Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC-ISA~~ Transactions (other than any Margin for ~~ICM-SC-ISA~~ CASS Transactions))

Creation Securities Account number:

(each account specified (if any) a “**Luxembourg ~~ICM-SC-ISA~~ CASS Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC-ISA~~ CASS Transactions)

Creation Securities Account number:

(each account specified (if any) a “**CmaX Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable),

in each case by use of the Triparty Collateral Management Service of CBL (“**CmaX**”)

Creation Securities Account number:

(each account specified (if any) a “**CmaX Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation by use of CmaX)

Creation Securities Account number:

(each account specified (if any) a “**CmaX CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions by use of CmaX)

Creation Securities Account number:

(each account specified (if any) a “**CmaX ~~ICM-SC~~ ISA Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC~~ ISA Transactions (other than any Margin for ~~ICM-SC~~ ISA CASS Transactions) by use of CmaX)

Creation Securities Account number:

(each account specified (if any) a “**CmaX ~~ICM-SC~~ ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ~~ICM-SC~~ ISA CASS Transactions by use of CmaX)

Creation Securities Account number:

(each account specified (if any) a “**GC Pooling Re-use Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable),

in each case by re-use of collateral in relation to GC Pooling Repo Transactions)

2.1.3 Swiss Securities Accounts

The following securities account(s) of the Clearing Member with SIX SIS AG, Switzerland (“**SIX SIS**”) under Swiss law:

Securities Account number:

(each account specified (if any) a “**Swiss Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

Securities Account number:

(each account specified (if any) a “**Swiss Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

Securities Account number:

(each account specified (if any) a “**Swiss CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

Securities Account number:

(each account specified (if any) a “**Swiss ICM-SC-ISA Pledged Securities Account**” for the purposes of granting Margin for ICM-SC-ISA Transactions (other than any Margin for ICM-SC-ISA CASS Transactions))

Securities Account number:

(each account specified (if any) a “**Swiss ICM-SC-ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ICM-SC-ISA CASS Transactions)

Securities Account number:

(the “**Swiss Default Fund Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the Default Fund in accordance with the General Clearing Provisions)

Securities Account number:

(each account specified (if any) a “**Swiss Clearing Agent Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the Default Fund in accordance with the General Clearing Provisions and the Basic Clearing Member Provisions in the capacity as a Clearing Agent)

2.2 Pledges of Securities in German ~~Pledged~~ Securities Accounts

For the avoidance of doubt, any pledges granted over securities in this Clause 2.2 include securities in the form of book-entries (*Gutschriften in Wertpapierrechnung*).

2.2.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions and/or Asset Based Allocation/Own Transactions

If one or more German Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin where Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German Pledged Securities Account(s).

2.2.2 Elementary Clearing Model Provisions – Asset Based Allocation/Omnibus Transactions

If one or more German Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin if the Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German Omnibus Pledged Securities Account(s).

2.2.3 Elementary Clearing Model Provisions – CASS Transactions

If one or more German CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CASS Omnibus Pledged Securities Account(s).

2.2.4 Elementary Clearing Model Provisions (Use of Xemac) – Value Based Allocation/Own Transactions and Omnibus Transactions and/or Asset Based Allocation/Own Transactions

If one or more Xemac Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide (i) Margin pursuant to the Elementary Clearing Model

Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin where Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 (in particular Number 4.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac Pledged Securities Account(s).

2.2.5 Elementary Clearing Model Provisions (Use of Xemac) – Asset Based Allocation/Omnibus Transactions

If one or more Xemac Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 (in particular Number 4.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac Omnibus Pledged Securities Account(s).

2.2.6 Elementary Clearing Model Provisions – CASS Transactions (Use of Xemac)

If one or more Xemac CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac CASS Omnibus Pledged Securities Account(s).

2.2.7 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM SC~~ ISA Transactions

If one or more German ~~ICM SC~~ ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Margin for ~~ICM SC~~ ISA Transactions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German ~~ICM SC~~ ISA Pledged Securities Account(s).

2.2.8 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM SC~~ ISA CASS Transactions

If one or more German ~~ICM SC~~ ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Margin for ~~ICM SC~~ ISA CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German ~~ICM SC~~ ISA CASS Pledged Securities Account(s).

2.2.9 ~~ICM for Specified Clients~~ ISA Provisions (Use of Xemac) – ~~ICM-SC-ISA~~ Transactions

If one or more Xemac ~~ICM-SC-ISA~~ Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Margin for ~~ICM-SC-ISA~~ Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 (in particular Number 6.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac ~~ICM-SC-ISA~~ Pledged Securities Account(s).

2.2.10 ~~ICM for Specified Clients~~ ISA Provisions (Use of Xemac) – ~~ICM-SC-ISA~~ CASS Transactions

If one or more Xemac ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Margin for ~~ICM-SC-ISA~~ CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 (in particular Number 6.3.2.2) and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s).

2.2.11 Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 and 2.2.4

The Clearing Member and Eurex Clearing AG agree that each pledge granted by the Clearing Member to Eurex Clearing AG in accordance with Clause 2.2.1 and 2.2.4 shall include a right of Eurex Clearing AG to appropriate (and to make use of) one or more of the securities which, at the time of the exercise of such appropriation right, are credited to the relevant German Pledged Securities Account or Xemac Pledged Securities Account (the “**Relevant Pledged Securities**”). Such right of Eurex Clearing AG to appropriate (and to make use of) the Relevant Pledged Securities shall be conditional upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member.

Accordingly, the Clearing Member hereby irrevocably offers to transfer the Relevant Pledged Securities to Eurex Clearing AG and Eurex Clearing AG accepts this offer by exercise of its appropriation right which shall be made by written notice to the Clearing Member.

~~Eurex Clearing AG undertakes to only exercise any such appropriation right pursuant to the following requirements: (i) upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination Date with respect to such Clearing Member but prior to the determination of the Difference Claim vis-à-vis such Clearing Member, and (ii) in~~ In case the Value Based Allocation is the Applicable Allocation Method, Eurex Clearing AG undertakes to only exercise any such appropriation right with respect to such Relevant Pledged Securities that are allocated to the Internal Proprietary Margin Account in accordance with Chapter I Part 2 Subpart A Number 4.4.1.1 of the Clearing Conditions.

The Clearing Member hereby confirms that it has taken notice of the information statement set out in Appendix 12 and grants, as evidenced by its signature to this Agreement, its express consent with the use of the Relevant Pledged Securities by Eurex Clearing AG (in accordance with Article 15 (1) b) of Regulation (EU) 2015/2365) pursuant to this Clause 2.2.11.

2.2.12 Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 to 2.2.10

- (1) For the purpose of each of the pledges granted pursuant to Clauses 2.2.1 to 2.2.10, the Clearing Member hereby:
- (i) assigns its claim for surrender (*Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF to Eurex Clearing AG;
 - (ii) if the relevant securities are credited to an account or sub-account of the Third-Party CM Account Holder (or relate to a XEMAC Claim-ID of the Third-Party CM Account Holder), assigns the claim of the Third-Party CM Account Holder for surrender (*Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF – that the Third-Party CM Account Holder has assigned to the Clearing Member pursuant to Paragraph (3) (i) – to Eurex Clearing AG;
 - ~~(ii)~~(iii) undertakes – except when using Xemac ~~-, if the Clearing Member does not have a claim for surrender of the relevant securities against CBF, -~~ to instruct (substantially in the form set out in Schedule 2 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account or sub-account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
 - ~~(iii)~~(iv) undertakes – except when using Xemac - to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 2 hereto).
- (2) When using Xemac, the notification to CBF of each pledge over securities in Xemac will be made within the systems of CBF unless a pledge over the relevant securities has already been granted in any Original Agreement (as defined in Clause 5.2). If the latter is the case, the Clearing Member (and, to the extent that the Third-Party CM Account Holder is a party to this Agreement, also the Third-Party CM Account Holder) shall promptly notify CBF of the granting of each subordinated pledge by using the form set out in Schedule 3 hereto.
- (3) If any securities account or sub-account to which any of the pledges pursuant to Clauses 2.2.1 to 2.2.10 relates is or will be an account of the Third-Party CM Account Holder (or if any XEMAC Claim-ID to which any of the pledges pursuant to

Clauses 2.2.1 to 2.2.10 relates is or will be a XEMAC Claim-ID of the Third-Party CM Account Holder), the Third-Party CM Account Holder hereby:

- (i) assigns its claim for surrender (*Herausgabeanspruch*) against CBF to the Clearing Member with respect to the securities that qualify as German bearer instruments (*Inhaberwertpapiere*) or German instruments payable to order (*Orderinstrumente*) that are held or will be held in collective safe custody (*Girosammelverwahrung*) with CBF and are or will be credited to the relevant securities account or sub-account of the Third-Party CM Account Holder (or are or will be subject to the relevant XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1;
 - (ii) undertakes – except when using Xemac – to instruct (substantially in the form set out in Schedule 2 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account or sub-account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
 - (iii) grants the Clearing Member an *in rem* authorisation (*Verfügungsermächtigung*) to effect a pledge in favour of Eurex Clearing AG over the securities in the form of book-entries (*Gutschriften in Wertpapierrechnung*) that are or will be credited to the relevant securities account or sub-account of the Third-Party CM Account Holder (or ar or will be subject to the relevant XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1;
 - (iv) undertakes – except when using Xemac - to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 2 hereto); and
 - (v) authorises (*ermächtigt und bevollmächtigt*) the Clearing Member to take all actions (including, without limitation, to make any notifications) and receive all declarations that the Clearing Member considers necessary or expedient to effect any pledge over securities that are or will be credit to the relevant securities account or sub-account of the Third-Party CM Account Holder (or are or will be subject to a XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1.
- (4) Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may (without prejudice to Clause 2.2.11) appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.3 Pledges of Securities in Luxembourg Accounts

2.3.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions

- A If one or more Luxembourg Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg Pledged Securities Account.

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such CmaX Pledged Securities Account.

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- C If one or more GC Pooling Re-use Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide by re-use of collateral in relation to GC Pooling Repo Transactions (i) Margin pursuant to the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if the Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such GC Pooling Re-use Pledged Securities Account.

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, CBL for the perfection of such pledge.

2.3.2 Elementary Clearing Model Provisions – Asset Based Allocation/Omnibus Transactions

- A If one or more Luxembourg Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the CmaX Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

2.3.3 Elementary Clearing Model Provisions – CASS Transactions

- A If one or more Luxembourg CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CASS Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions by use of CmaX, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the CmaX CASS Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, from CBL for the perfection of the pledge.

2.3.4 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM SC~~ ISA Transactions

- A If one or more Luxembourg ~~ICM SC~~ ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ~~ICM SC~~ ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg ~~ICM SC~~ ISA Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, from CBL for the perfection of such pledge.

- B If one or more CmaX ~~ICM SC~~ ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ~~ICM SC~~ ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions by use of CmaX, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such CmaX ~~ICM SC~~ ISA Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

2.3.5 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM SC~~ ISA CASS Transactions

- A If one or more Luxembourg ~~ICM SC~~ ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ~~ICM SC~~ ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg ~~ICM SC~~ ISA CASS Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX ~~ICM SC~~ ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ~~ICM SC~~ ISA CASS Transactions in accordance Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions by use of CmaX, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the CmaX ~~ICM SC~~ ISA CASS Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

2.4 Pledges of Securities in Swiss Accounts

2.4.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions

If one or more Swiss Pledged Securities Accounts have been established pursuant to Clause 2.1.3, the Clearing Member, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if the Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Pledged Securities Account(s).

2.4.2 Elementary Clearing Model Provisions – Asset Based Allocation/Omnibus Transactions

If one or more Swiss Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Omnibus Margin if the Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the Swiss Omnibus Pledged Securities Account(s).

The Clearing Member further undertakes to enter into an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Omnibus Pledged Securities Account(s).

2.4.3 Elementary Clearing Model Provisions – CASS Transactions

If one or more Swiss CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Omnibus Margin for CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss CASS Omnibus Pledged Securities Account(s).

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which

are at present or are in the future deposited in the Swiss CASS Omnibus Pledged Securities Account(s).

2.4.4 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM-SC-ISA~~ Transactions

If one or more Swiss ~~ICM-SC-ISA~~ Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Margin for ~~ICM-SC-ISA~~ Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss ~~ICM-SC-ISA~~ Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss ~~ICM-SC-ISA~~ Pledged Securities Account(s).

2.4.5 ~~ICM for Specified Clients~~ ISA Provisions – ~~ICM-SC-ISA~~ CASS Transactions

If one or more Swiss ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Margin for ~~ICM-SC-ISA~~ CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the Swiss ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s).

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s).

2.4.6 Contributions to the Default Fund/Swiss Default Fund Pledged Securities Account

If the Swiss Default Fund Pledged Securities Account has been established pursuant to Clause 2.1.3, in order to make Contributions to the Default Fund in accordance with the General Clearing Provisions, the Clearing Member hereby pledges to Eurex Clearing AG Swiss intermediated securities which are at present or are in the future deposited in the Swiss Default Fund Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Default Fund Pledged Securities Account.

2.4.7 Contributions to the Default Fund/Swiss Clearing Agent Pledged Securities Account(s)

If one or more Swiss Clearing Agent Pledged Securities Account(s) have been established pursuant to Clause 2.1.3, the Clearing Member, acting as Clearing Agent,

pledges to Eurex Clearing AG Swiss intermediated securities which are at present or are in the future deposited in the Swiss Clearing Agent Pledged Securities Account(s).

The Clearing Member in its capacity as Clearing Agent further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Clearing Agent Pledged Securities Account(s).

2.4.8 Common provisions for each of the pledges granted pursuant to Clauses 2.4.1 to 2.4.7

Upon the relevant pledge granted pursuant to Clauses 2.4.1 to 2.4.7 becoming enforceable, Eurex Clearing AG may sell the pledged securities (that are the subject of the relevant pledge) without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

If the Clearing Member, SIX SIS AG and Eurex Clearing AG have already entered into a control agreement in respect of the relevant Swiss Pledged Securities Account(s), the Swiss Omnibus Pledged Securities Account(s), the Swiss CASS Omnibus Pledged Securities Account(s), the Swiss ~~ICM-SC-ISA~~ Pledged Securities Account(s), the Swiss ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s), the Swiss Default Fund Pledged Securities Account or the Swiss Clearing Agent Pledged Securities Account(s), the Clearing Member and Eurex Clearing AG agree that such control agreement shall also serve as the control agreement for the perfection of the pledge granted under this Agreement in respect of all securities which are at present or are in the future deposited in such Swiss Pledged Securities Account(s), Swiss Omnibus Pledged Securities Account(s), Swiss CASS Omnibus Pledged Securities Account(s), Swiss ~~ICM-SC-ISA~~ Pledged Securities Account(s), Swiss ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s), Swiss Default Fund Pledged Securities Account or Swiss Clearing Agent Pledged Securities Account(s).

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

2.5.1 The pledges of the Securities pursuant to Clauses 2.2.1 and/or 2.2.4 (each in connection with 2.2.11 and 2.2.12), and/or 2.4.1 (in connection with 2.4.8) shall secure the Secured Claims pursuant to (A) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (i) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Asset Based Allocation is the Applicable Allocation Method.

2.5.2 The pledges of the Securities pursuant to Clause 2.2.2 and/or 2.2.5 (each in connection with 2.2.12), and/or 2.4.2 (in connection with 2.4.8) shall secure the Secured Omnibus Claims with respect to the Omnibus Standard Agreement of the Clearing Member or, in the case of more than one Omnibus Standard Agreement, with respect to all Omnibus Standard Agreements of the Clearing Member (other than, in each case, any Omnibus Standard Agreement of the Clearing Member for its CASS Transactions).

- 2.5.3 The pledges of the Securities pursuant to Clause 2.2.3 and/or 2.2.6 (each in connection with 2.2.12), and/or 2.4.3 (in connection with 2.4.8) shall secure the Secured CASS Omnibus Claims with respect to the Omnibus Standard Agreement of the Clearing Member for its CASS Transactions or, in the case of more than one Omnibus Standard Agreement of the Clearing Member for its CASS Transactions, with respect to all Omnibus Standard Agreements for CASS Transactions of the Clearing Member.
- 2.5.4 The pledges of the Securities pursuant to Clause 2.2.7 and/or 2.2.9 (each in connection with 2.2.12) and/or 2.4.4 (in connection with 2.4.8) shall secure the Secured ~~ICM-SC-ISA~~ Claims with respect to all ~~ICM-SC-ISA~~ Standard Agreements of the Clearing Member (other than, in each case, any ~~ICM-SC-ISA~~ Standard Agreement of the Clearing Member for its ~~ICM-SC-ISA~~ CASS Transactions).
- 2.5.5 The pledges of the Securities pursuant to Clause 2.2.8 and/or 2.2.10 (each in connection with 2.2.12) and/or 2.4.5 (in connection with 2.4.8) shall secure the Secured ~~ICM-SC-ISA~~ CASS Claims with respect to all ~~ICM-SC-ISA~~ Standard Agreements of the Clearing Member for its ~~ICM-SC-ISA~~ CASS Transactions.
- 2.5.6 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.6 (in connection with 2.4.8) shall secure all present and future Default Fund Secured Claims of Eurex Clearing AG.
- 2.5.7 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.7 (in connection with 2.4.8) shall secure all present and future Default Fund Secured Claims of Eurex Clearing AG in respect of all Basic Clearing Members of the Clearing Member acting as Clearing Agent.

2.6 References

The Parties further agree that:

- 2.6.1 references in the Clearing Conditions to Margin, Proprietary Margin and Omnibus Margin (other than in connection with CASS Transactions), respectively, that relate to Eligible Margin Assets in the form of Securities for purposes of the Elementary Clearing Model Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Margin, Proprietary Margin and Omnibus Margin (other than Omnibus Margin for CASS Transactions), respectively, to be granted in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions;
- 2.6.2 references in the Clearing Conditions to Omnibus Margin in connection with CASS Transactions that relate to Eligible Margin Assets in the form of Securities shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Omnibus Margin for CASS Transactions to be granted in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions;

2.6.3 references in the Clearing Conditions to Margin (other than in connection with ~~ICM-SC~~ [ISA](#) CASS Transactions) that relate to Eligible Margin Assets in the form of Securities for purposes of the ~~ICM for Specified Clients~~ [ISA](#) Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions; and

2.6.4 references in the Clearing Conditions to Margin in connection with ~~ICM-SC~~ [ISA](#) CASS Transactions that relate to Eligible Margin Assets in the form of Securities for purposes of the ~~ICM for Specified Clients~~ [ISA](#) Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above that refer to Margin for ~~ICM-SC~~ [ISA](#) CASS Transactions to be granted in accordance with Chapter I Part 1 Number 3 and Part 4 Numbers 6 and 14 of the Clearing Conditions.

2.7 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest, the Clearing Member will arrange for the due filing and registration of any security interest granted pursuant to or in accordance with Clauses 2.2 to 2.4 (where relevant, in connection with Schedule 1 hereto and, in the case of any Swiss pledge, the related control agreement) with any relevant competent authority or any relevant competent register, and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

3 Limitation on Realisation of the Pledged Securities

3.1 Pledged Securities deposited in German Securities Accounts

If the Clearing Member has established one or more German Omnibus Pledged Securities Accounts, Xemac Omnibus Pledged Securities Accounts, German CASS Omnibus Pledged Securities Accounts, Xemac CASS Omnibus Pledged Securities Accounts, German ~~ICM-SC~~ [ISA](#) Pledged Securities Accounts, Xemac ~~ICM-SC~~ [ISA](#) Pledged Securities Accounts, German ~~ICM-SC~~ [ISA](#) CASS Pledged Securities Accounts and/or Xemac ~~ICM-SC~~ [ISA](#) CASS Pledged Securities Accounts pursuant to Clause 2.1.1 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Omnibus Standard Agreement or ~~ICM-SC~~ [ISA](#) Standard Agreement, Eurex Clearing AG shall, upon any of the pledges pursuant to Clause 2.2.1 to 2.2.10 becoming enforceable (*Pfandreife*), only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ~~ICM-SC~~ [ISA](#) Claims (other than Secured ~~ICM-SC~~ [ISA](#) CASS Claims) that relate to such particular ~~ICM-SC~~ [ISA](#) Standard Agreement or those Secured ~~ICM-SC~~ [ISA](#) CASS Claims that relate to such

particular ~~ICM-SC-ISA~~ Standard Agreement for ~~ICM-SC-ISA~~ CASS Transactions, respectively.

3.2 Pledged Securities deposited in Luxembourg Securities Accounts

If the Clearing Member has established one or more Luxembourg Omnibus Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg ~~ICM-SC-ISA~~ Pledged Securities Accounts, CmaX ~~ICM-SC-ISA~~ Pledged Securities Accounts, Luxembourg ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts and/or CmaX ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts pursuant to Clause 2.1.2 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Omnibus Standard Agreement or ~~ICM-SC-ISA~~ Standard Agreement, Eurex Clearing AG shall, upon any of the pledges pursuant to Clauses 2.3.1 to 2.3.5 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ~~ICM-SC-ISA~~ Claims (other than Secured ~~ICM-SC-ISA~~ CASS Claims) that relate to such particular ~~ICM-SC-ISA~~ Standard Agreement or those Secured ~~ICM-SC-ISA~~ CASS Claims that relate to such particular ~~ICM-SC-ISA~~ Standard Agreement for ~~ICM-SC-ISA~~ CASS Transactions, respectively.

3.3 Pledged Securities deposited in Swiss Securities Accounts

If the Clearing Member has established one or more Swiss Omnibus Pledged Securities Accounts, Swiss CASS Omnibus Pledged Security Accounts, Swiss ~~ICM-SC-ISA~~ Pledged Securities Accounts, Swiss ~~ICM-SC-ISA~~ CASS Pledged Security Accounts or Swiss Clearing Agent Pledged Securities Accounts pursuant to Clause 2.1.3 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Omnibus Standard Agreement or ~~ICM-SC-ISA~~ Standard Agreement or are identified as Contributions to the Default Fund with respect to a particular Basic Clearing Member, as applicable, Eurex Clearing AG shall, upon any of the pledges pursuant to Clauses 2.4.1 to 2.4.5 or Clause 2.4.7 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ~~ICM-SC-ISA~~ Claims (other than Secured ~~ICM-SC-ISA~~ CASS Claims) that relate to such particular ~~ICM-SC-ISA~~ Standard Agreement, those Secured ~~ICM-SC-ISA~~ CASS Claims that relate to such particular ~~ICM-SC-ISA~~ Standard Agreement for ~~ICM-SC-ISA~~ CASS Transactions or those Default Fund Secured Claims that relate to such Basic Clearing Member, respectively.

4 Representations

4.1 Representations of the Clearing Member⁵

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that

- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 to 2.4 relate, it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG and that such securities are not subject to any prior or equal claims of third parties, except for any rights and claims arising pursuant to the standard business terms of any CSD or as a matter of law. The Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG;
- (ii) at the time it enters into this Agreement:
 - (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
 - (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
 - (c) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
 - (d) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
 - (e) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;

⁵ [Heading to be included if a Third-Party CM Account Holder is a party to the Agreement.](#)

- (f) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (g) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and
- (h) no event has occurred or circumstance arisen with respect to it which, had the Parties already entered into this Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event with respect to the Clearing Member.

4.2 Representations of the Third-Party CM Account Holder

The Third-Party CM Account Holder represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that, at the time it enters into this Agreement:

- (i) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (ii) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (iii) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- (iv) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (v) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (vi) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (vii) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and

(viii) no event has occurred or circumstance arisen with respect to it which, if the Third-Party CM Account Holder is also a party to a Clearing Agreement with Eurex Clearing AG, constitutes or, if the Third-Party CM Account Holder were a party to a Clearing Agreement with Eurex Clearing AG, would constitute (in each case, whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement), a Termination Event or Insolvency Termination Event with respect to it.⁶

5 Amendments; Execution of this Agreement

- 5.1 This Agreement shall be amended pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*. For this purpose, the provisions in this Agreement shall constitute Special Provisions to the extent they relate to the granting of powers of attorney, the granting of margin or the creation of security interests.

[If the Third-Party CM Account Holder is not a party to a Clearing Agreement with Eurex Clearing AG, Eurex Clearing AG will also notify the Third-Party CM Account Holder of any amendments to this Agreement that shall be made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*, as well as of any amendments that shall be made to Chapter I Part 1 Number 17.2 of the Clearing Conditions. The Third-Party CM Account Holder confirms to be familiar, and undertakes to familiarise itself, with the Referenced Conditions (as may be amended from time to time). If the Third-Party CM Account Holder objects to an amendment to this Agreement made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions (applied *mutatis mutandis*) or to an amendment to Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.]⁷

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the Clearing Member.

- 5.2 If the Parties execute this Agreement and have already signed any previous version of this Agreement (each an "**Original Agreement**"), the Parties agree that, by signing this Agreement, new pledges shall be granted over all securities which are at present or are in the future deposited in the relevant securities accounts specified in Clauses 2.1.1 to 2.1.3 irrespective of whether pledges over such securities have already been granted in any Original Agreement or any other agreement.
- 5.3 The validity of the pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 shall be independent from the validity and enforceability of any pledges already granted over all securities which are at present or are in the future deposited in any securities accounts specified in Clauses 2.1.1 to 2.1.3 pursuant to, or in accordance with, an Original Agreement or any other agreement.

⁶ To be included if a Third-Party CM Account Holder is a party to the Agreement.

⁷ To be included if a Third-Party CM Account Holder is a party to the Agreement.

5.4 The signing of this Agreement shall not constitute a release of the pledges already granted over all securities which are at present or are in the future deposited in any securities accounts specified in Clauses 2.1.1 to 2.1.3 pursuant to, or in accordance with, an Original Agreement or any other agreement.

6 Governing Law; Jurisdiction, Place of Performance; Severability Clause

6.1 Governing Law

6.1.1 This Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 3.2 and Schedule 1 are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2.4 and 3.3 are governed by the substantive laws, excluding Swiss private international law, of Switzerland.

6.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1) shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.3, 3.2 and Schedule 1 shall be governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.4 and 3.3 shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland.

6.2 Jurisdiction

The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1).

The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.3, 3.2 and Schedule 1 of this Agreement.

The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.4 and 3.3 of this Agreement.

6.3 Place of Performance

The place of performance shall be Frankfurt am Main, Federal Republic of Germany.

6.4 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not

be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Agreement relating to pledges of Eligible Margin Assets in the form of Securities

as Clearing Member	Place / Date
Name	Name
Function	Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG	Place / Date
Name	Name
Function	Function

I as Third-Party CM Account Holder	Place / Date
Name	Name
Function	Function ⁸

⁸ To be included if a Third-Party CM Account Holder is a party to the Agreement.

Schedule 1

Pledges relating to Securities in Luxembourg Accounts

This Schedule 1 (the “**Schedule**”) is entered into

BETWEEN:

- (1) the Clearing Member (as defined above in this Agreement) (the “**Pledgor**”); and
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**” or the “**Pledgee**”).

The Pledgor and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”.

The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used in this Schedule shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule is attached and:

“**CBF**” means Clearstream Banking AG, Frankfurt, a company incorporated as an Aktiengesellschaft under the laws of the Federal republic of Germany, having its registered office at Mergenthalerallee 61, 65760 Eschborn, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt, Germany under HRB 7500.

“**CBL**” means Clearstream Banking S.A., a company incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248.

“**CmaX Pledged Account**” has the meaning given to it in Clause 3.

“**Collateral Management Service Agreements**” means, in particular as regards the collateral provided under Clauses 3 and 4 of this Schedule, (i) the collateral management service agreement for collateral givers, including any relevant Appendix thereto, in

particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement between CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise, and (ii) the collateral management service agreement for collateral receivers including any relevant Appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) between CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise.

“CBL Governing Documents” means the Governing Documents of CBL, as defined in the general terms and conditions of CBL to which the Pledged Securities Account is subject.

“Law on financial collateral arrangements” means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

“Non-CmaX Pledged Account” has the meaning given to it in Clause 2.

“Pledged Securities Account” means each of the following securities accounts or sub-accounts, in each case, if such account has been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached: the Luxembourg Pledged Securities Account(s), the Luxembourg Omnibus Pledged Securities Account(s), the Luxembourg CASS Omnibus Pledged Securities Account(s), the CmaX Pledged Securities Account(s), the CmaX Omnibus Pledged Securities Account(s), the CmaX CASS Omnibus Pledged Securities Account(s), the GC Pooling Re-use Pledged Securities Account(s), the Luxembourg ~~ICM-SC-ISA~~ Pledged Securities Account(s), the Luxembourg ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s), the CmaX ~~ICM-SC-ISA~~ Pledged Securities Account(s) and the CmaX ~~ICM-SC-ISA~~ CASS Pledged Securities Account(s).

“Pledge” means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets or, in case of the existence of any Previous Pledges, a security (“gage”) in such Relevant Pledged Assets which is directly ranked behind such Previous Pledges and created pursuant to Clauses 2.1, 3.1 and 4.1 below.

“Relevant Pledged Assets” means all securities which are at present or are in the future deposited in the relevant Pledged Securities Accounts together with any cash credited on such Pledged Securities Accounts in relation to the above securities for the purpose of securing the Relevant Secured Liabilities.

“Relevant Secured Liabilities” means

- (i) with respect to the Pledge over securities credited to one or more Luxembourg Pledged Securities Accounts, CmaX Pledged Securities Accounts or GC Pooling Re-use Pledged Securities Accounts the Secured Claims (as defined in (A) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (i) of the Clearing Conditions (including any Secured CASS Omnibus

Claims) where the Asset Based Allocation Method is the Applicable Allocation Method);

- (ii) with respect to the Pledge over securities credited to one or more Luxembourg Omnibus Pledged Securities Accounts or CmaX Omnibus Pledged Securities Accounts the Secured Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);
- (iii) with respect to the Pledge over securities credited to one or more Luxembourg CASS Omnibus Pledged Securities Accounts or CmaX CASS Omnibus Pledged Securities Accounts, all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.4),
- (iv) with respect to the Pledge over securities credited to one or more Luxembourg ~~ICM SC-ISA~~ Pledged Securities Accounts or CmaX ~~ICM-SC-ISA~~ Pledged Securities Accounts all Secured Claims (as defined in Chapter I Part 4 Number 6.3.3.1 of the Clearing Conditions) (other than any Secured ~~ICM-SC-ISA~~ CASS Claims); and
- (v) with respect to the Pledge over securities credited to one or more Luxembourg ~~ICM SC-ISA~~ CASS Pledged Securities Accounts or CmaX ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts, all Secured ~~ICM-SC-ISA~~ CASS Claims (as defined in Chapter I Part 4 Number ~~6.3.3.2-6.3.3.3~~ of the Clearing Conditions).

“Enforcement Event” means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation.

“Previous Pledge” means each pledge that has been granted by the Pledgor to the Pledgee in the Relevant Pledged Assets prior to the execution of the Agreement to which this Schedule is attached and has not been released as of the time of the execution of the Agreement to which this Schedule is attached.

“Permitted Pledge” means each pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets, securing the Relevant Secured Liabilities, after the date of the Agreement to which this Schedule is attached.

1.2 Construction

Unless a contrary indication appears, any reference in this Schedule to:

- (a) the **“Pledgor”**, the **“Pledgee”** or any **“Party”** shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) **“assets”** includes present and future properties, revenues and rights of every description.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

2 Special Provisions with respect to Securities in Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ~~ICM-SC-ISA~~ Pledged Securities Accounts and/or Luxembourg ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts

If one or more Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ~~ICM-SC-ISA~~ Pledged Securities Accounts and/or Luxembourg ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts (hereafter each a “**Non-CmaX Pledged Account**”) have been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached, the following special provisions apply:

2.1 Creation of the Pledge

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee the Relevant Pledged Assets which are at present or are in the future deposited in the Non-CmaX Pledged Account(s) and hereby grants to the Pledgee a Pledge (“gage”) over such Relevant Pledged Assets.

2.2 Determination of the Relevant Pledged Assets

Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG to CBL), all assets standing to the credit of any Non-CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Schedule.

2.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Law on financial collateral arrangements, the Relevant Pledged Assets shall, as and when they are credited to the Non-CmaX Pledged Account(s), be designated in CBL’s books, collectively by reference to the relevant Non-CmaX Pledged Account, as pledged in favour of the Pledgee.

For this purpose, on the date of the Agreement to which this Schedule is attached, the Pledgor and the Pledgee shall execute and send to CBL the joint notification set out in Attachment 1 to this Schedule (the “**Joint Notification**”), and the Pledgor undertakes to promptly obtain the acceptance by CBL of the waiver set out in the Appendix to the Attachment 1 of this Schedule.

The Joint Notification includes, amongst other things, instructions from the Pledgee and the Pledgor to CBL on the manner Relevant Pledged Assets standing to the credit of the Non-CmaX Pledged Account(s) shall be managed by CBL as long as CBL is not otherwise instructed by the Pledgee (acting in compliance with its rights and obligations vis-à-vis the Pledgor).

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to Relevant Pledged Assets standing to credit of the Non-CmaX Pledged Account(s):

- (i) the execution of the Agreement to which this Schedule is attached shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge;
- (ii) the Pledgee and the Pledgor will not be required to proceed with the Joint Notification to CBL in respect of the Pledge, provided that the Pledgee and the Pledgor previously notified CBL of the Previous Pledge along the lines of a similar notice to the Joint Notification (i.e, a notice referring to the perfection of the Previous Pledge on the basis of Article 5 (2) a) (iv) of the Law on financial collateral arrangements); and
- (iii) (in case previous notification to CBL in respect of a Previous Pledge did not take the form of a Joint Notification), when notifying the Pledge to CBL along the lines of the Joint Notification, the Pledgor will not be required to collect the waiver contained in the Appendix to the Attachment 1 of this Schedule, if a similar waiver was previously collected from CBL and communicated to the Pledgee.

2.4 Representations, Warranties and Covenants

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Non-CmaX Pledged Account;
- (b) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (c) it has the right to pledge the Relevant Pledged Assets (in case a Previous Pledge has been granted by the Pledgor to the Pledgee, this representation is granted by the Pledgor to the Pledgee based on the Pledgee's consent granted in Clause 2.1);
- (d) upon completion of the actions referred to in Clause 2.3 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding security interest of each Non-CmaX Pledged Account in favour of the Pledgee not subject to any prior or pari passu encumbrance (other than any Previous Pledge) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (e) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Non-CmaX Pledged Account (other than by a Previous Pledge or a Permitted Pledge);

- (f) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule;
- (g) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer in respect of all or part of its assets or revenues;
- (h) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under or in connection with the Pledge (or any Previous Pledge) or have a material adverse effect on any Non-CmaX Pledged Account; and
- (i) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under this Schedule, including against claims made by third parties.

The Pledgor covenants that until the Pledge (and any Previous Pledge) shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Non-CmaX Pledged Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 2.4 are made as of the date of the Agreement this Schedule is attached to and are deemed repeated each time Relevant Pledged Assets are credited to any Non-CmaX Pledged Account.

2.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Pledgor shall at its own expense promptly and duly execute and make all such assurances or do acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule in relation to any Non-CmaX Pledged Account for facilitating the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deems appropriate.

2.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to

sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions or this Agreement (including under a Previous Pledge and a Permitted Pledge).

2.7 Additional covenant of the Pledgor

The Pledgor shall not be entitled to notify CBL of a release of the Pledge in respect of a Non-CmaX Pledged Account as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of the relevant Non-CmaX Pledged Account have not been satisfied in full; and
- (b) the release of all pledges (including any Previous Pledge and any Permitted Pledge) in respect of that Non-CmaX Pledged Account have not been irrevocably granted by the Pledgee to the Pledgor in full.

CBL will be instructed under the Joint Notification not to comply with any unilateral release instructions from the Pledgor unless and until CBL receives a matching notification from the Pledgee.

3 Special Provisions with respect to Securities in CmaX Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, CmaX ~~ICM-SC-ISA~~ Pledged Securities Accounts and/or CmaX ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts

If one or more CmaX Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, CmaX ~~ICM-SC-ISA~~ Pledged Securities Accounts and/or CmaX ~~ICM-SC-ISA~~ CASS Pledged Securities Accounts (hereafter each a “**CmaX Pledged Account**”) have been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached, the following special provisions apply:

3.1 Creation and Perfection of the Pledge

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the CmaX Pledged Account(s) and hereby grants to the Pledgee the Pledge (“gage”) over such Relevant Pledged Assets.

For the perfection of the Pledge, for purposes of Article 5 (2) a (iv) of the Law on financial collateral arrangements, the Relevant Pledged Assets shall, as and when they are credited to the CmaX Pledged Account(s), be designated in CBL’s books, collectively by reference to the relevant CmaX Pledged Account, as pledged in favour of the Pledgee.

CBL will be informed of the granting of the Pledge in relation to a new CmaX Pledged Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new CmaX

Pledged Account as pledged in favour of the Pledgee, and manage the Relevant Pledged Assets credited thereto in accordance with the Collateral Management Service Agreements.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the CmaX Pledged Account(s):

- (a) the execution of the Agreement to which this Schedule is attached shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

3.2 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

3.3 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions (including under a Previous Pledge and a Permitted Pledge) and the Collateral Management Service Agreements.

3.4 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL regarding the management of the collateral provided under this Schedule.

The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

3.5 Undertaking of the Pledgor

The Pledgor shall not be entitled to carry out any notification to CBL on the basis of Article 18.1 b) (ii) and/or Article 24 of the Collateral Management Service Agreements, with respect to, or affecting the functioning of, a CmaX Pledged Account, as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of that CmaX Pledged Account have not been satisfied in full; and
- (b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) in respect of that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

4 Special Provisions with respect to Securities in GC Pooling Re-use Pledged Securities Accounts

If one or more GC Pooling Re-use Pledged Securities Accounts have been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached, the following special provisions apply:

4.1 Creation of the Pledge

As continuing security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the GC Pooling Re-use Pledged Securities Account(s) and hereby grants to the Pledgee the Pledge (“**gage**”) over such Relevant Pledged Assets.

4.2 Determination of the Relevant Pledged Assets

Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG, acting through CBF, to CBL), it is hereby confirmed that CBL shall be instructed by Eurex Clearing AG to consider that all assets standing to the credit of any GC Pooling Re-use Pledged Securities Account are pledged in favour of the Pledgee under and pursuant to this Agreement.

4.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Law on financial collateral arrangements, the Relevant Pledged Assets shall, as and when they are credited to the GC Pooling Re-use Pledged Securities Account(s), be designated in CBL’s books, collectively by reference to the relevant GC Pooling Re-use Pledged Securities Account, as pledged in favour of the Pledgee.

CBL will be informed of the granting of the Pledge in relation to a new GC Pooling Re-use Pledged Securities Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new GC Pooling Re-use Pledged Securities Account as pledged in favour of the Pledgee, and manage the Relevant Pledged Assets credited thereto in accordance with the Collateral Management Service Agreements.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the GC Pooling Re-use Pledged Securities Account(s):

- (a) the execution of the Agreement to which this Schedule is attached shall constitute evidence of the Pledgee’s consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

4.4 Marking to Market

The Marking to Market of Margin Collateral shall be made by CBF in accordance with SC Xemac.

The delivery of additional securities as Margin Collateral or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

4.5 Substitution

Substitution of Relevant Pledged Assets will be operated by CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

4.6 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

4.7 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets except as permitted by the Clearing Conditions (including under a Previous Pledge and a Permitted Pledge), SC Xemac or the Collateral Management Service Agreements.

4.8 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL regarding the management of the collateral provided under this Schedule.

Without prejudice to Clauses 4.4 and 4.5, the terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

4.9 Undertaking of the Pledgor

The Pledgor shall not be entitled to carry out any notification to CBL on the basis of Article 18.1 b) (ii) and/or Article 24 of the Collateral Management Service Agreements, with respect to, or affecting the functioning of, a GC Pooling Re-use Pledged Securities Account, as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of that GC Pooling Re-use Pledged Securities Account have not been satisfied in full; and

- (b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) in respect of that GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

5 Enforcement

5.1 Realisation of the Relevant Pledged Assets

Subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Agreement to which this Schedule is attached, the Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements, to the extent applicable, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation in which case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in Article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in Paragraph (b) above by private agreement at normal commercial conditions;
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert; and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

5.2 Notification to CBL of an Enforcement Event

At any time while an Enforcement Event has occurred, the Pledgee may (without any obligation) notify CBL (in case of Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts in or substantially in the form of the notice attached hereto as Attachment 2, and in accordance with the procedures and notifications provided in the

Collateral Management Service Agreements) in accordance with the procedures and notifications provided in the CBL Governing Documents and, to the extent applicable, the Collateral Management Service Agreements, that an Enforcement Event has occurred.

5.3 Limitation on Realisation

The Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this paragraph, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor.

6 Order of Distributions

All amounts received or recovered by the Pledgee in the exercise of its rights under this Agreement shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor or any other person entitled to it.

7 Liability of the Pledgee

The Pledgee shall not be liable to the Pledgor for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

8 Saving Provisions

8.1 Continuing Security

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule.

8.2 Immediate recourse

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule.

9 Notices

Each communication to be made between the Parties under or in connection with this Schedule shall be made in accordance with the relevant provisions of the Clearing Agreement and the Clearing Conditions.

10 Rights, Waivers and Determinations

10.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Clearing Conditions and the Clearing Agreement (including this Schedule), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule) shall prevail.
- (b) The provisions of this Schedule are without prejudice to the provisions of the Clearing Conditions and of the Clearing Agreement. In case of inconsistency, the provisions in the Clearing Conditions and the Clearing Agreement shall prevail, save as regards the management and enforcement provisions set forth in this Schedule which shall be overriding.

10.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions and the Clearing Agreement (including this Schedule) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

11 Amendments

None of the terms or provisions of this Schedule may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.

12 Assignment

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule), the Parties shall not assign any of their rights or claims under this Schedule except with the prior written consent of the other Party.

13 Severability

Any provision in this Schedule that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14 **Headings**

The Clause headings used in this Schedule are for convenience of reference only and shall not affect the construction of this Schedule.

Schedule 1 – Attachment 1 Form of Notice of Pledge⁴⁹

by registered mail

To:

Clearstream Banking S.A., société anonyme
42, Avenue John F. Kennedy
L-1855 Luxembourg
R.C.S. Luxembourg B 9248
("CBL")

From:

* _____
Pledgor

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

⁴⁹ Only applicable in case of a Non-CmaX Pledged Account:

by registered mail

To:

Clearstream Banking S.A., société anonyme
42, Avenue John F. Kennedy
L-1855 Luxembourg
R.C.S. Luxembourg B 9248
("CBL")

From:

Eurex Clearing AG

* Pledgee

* Address line 1

*Street no.

* Address line 2

* Postal code

*Town/city

* Country

* First name and surname of the contact person

* Phone

*Fax

* E-mail

_____ (Date)

Dear Madam and Sir,

We would like to notify you hereby that _____ (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”) all assets standing from time to time to the credit of the account(s) numbered:

Account number(s)	Account name(s)

and opened in the name of Pledgor in your books (each a “**Pledged Securities Account**”) in accordance with a pledge agreement dated _____ between Pledgor as pledgor and Eurex Clearing AG as pledgee (the “**Eurex Clearing Pledge Agreement**”) and the pledge granted thereunder, the “**Pledge**”).

As a result and in accordance with article 5, paragraph (2), item (a) (iv) of the law of 5 August 2005 on financial collateral arrangements, as amended, CBL shall designate any securities standing to the credit of the Pledged Securities Account(s) from time to time as pledged in CBL’s books, collectively for the benefit of the Pledgee.

In relation to the management of the assets standing to the credit of the Pledged Securities Account(s) from time to time, Pledgee and Pledgor hereby authorise and instruct CBL to follow instructions of the Pledgee with respect to the Pledged Securities Account(s) subject to the limitations and provisions of CBL’s general terms and conditions (the “**General Terms and Conditions**”). Such instructions or notices can include, without limitation, the debit of the Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect hereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Pledged Securities Account(s) (the “**Collateral**”) to any account, whether or not within the CBL system.

CBL shall solely comply with the instructions of the Pledgee in relation to (i) the exercise of any voting rights attached to any item of Collateral maintained in the Pledged Securities Account(s), as well as (ii) any conversion, subdivision, consolidation, redemption, takeover, pre-emption option or other right in respect of any item of Collateral maintained in the Pledged Securities Account(s).

The Pledgor hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor as set out above, it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority described above and undertakes to ratify whatever Pledgee causes to be done under

such authority. The Pledgor hereby agrees and confirms that CBL shall not be liable and that the Pledgor indemnifies, exonerates and holds CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements), incurred by CBL as a result of, or arising out of any action taken by Pledgee under the authorisation described above.

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 5 of Schedule 1 attached to the Eurex Clearing Pledge Agreement subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Pledge Agreement. Any communication, notification and instruction in respect of an enforcement shall be solely given by Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or Pledgee.

In case CBL previously received a notice of pledge in respect of a pledge agreement between Eurex Clearing AG and the Pledgor and relating to Pledged Securities Accounts listed above, CBL is hereby requested to (a) verify that its books and records appropriately reflect the pledge over the assets standing from time to time to the credit of such Pledge Securities Account(s) in favour of the Pledgee and (b) comply with the instructions contained in the present notice of pledge when managing such Pledged Securities Account(s), irrespective of any management instructions previously given by the Pledgor and Eurex Clearing AG to CBL.

CBL is hereby instructed to consider the assets standing to the credit of the Pledged Securities Account(s) as pledged in favour of Pledgee until CBL is expressly notified otherwise by the Pledgee. CBL shall not comply with any unilateral instructions from the Pledgor until CBL receives a matching instruction from the Pledgee.

Pledgor hereby expressly authorises CBL to disclose to Pledgee through the communication means selected by Pledgee (the "**Authorisation**") any reports and any information related to the Pledged Securities Account(s) (the "**Information**"), at any moment on first request of the Pledgee to CBL.

The Pledgor hereby agrees to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to Pledgee of all or any part of the Information.

Each of the Pledgor and Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Pledgor, CBL will no longer be entitled to provide to the Pledgee any Information related to the Pledgor hereunder and the Pledgor and Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Pledgor and/or to Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or

such failure arises out of or is caused by events beyond CBL's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Pledgor and/or Pledgee or of their respective counterparty's depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal of order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection from or deposit or crediting to the Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Pledgor and/or Pledgee.

The Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts to waive its retention right and pledge pursuant to Articles 43 and 44 Section I of General Terms and Conditions with respect to the Pledged Securities Account(s), in respect of which such waiver has not yet been granted subject to, and in accordance with, the appendix hereto.

This notification and the appendix to Schedule 1 – Attachment 1 and any contractual and non-contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Name and capacity

Name and capacity

Acting for Pledgor

Acting for Pledgor

Name and capacity

Name and capacity

Acting for Eurex Clearing AG as Pledgee

Acting for Eurex Clearing AG as Pledgee

Accepted and agreed

Accepted and agreed

Name and capacity

Name and capacity

Acting for CBL

Acting for CBL

**Appendix to Schedule 1 – Attachment 1
Waiver of retention right and pledge**

Account holder name	Account/Sub-Account number

(each account specified (if any) a “**Pledged Securities Account**”)

CBL hereby waives its right of retention and pledge as set out in Articles 43 and 44 Section I of its GTCs with respect to the assets in the Pledged Securities Account(s).

This waiver shall serve to supplement and amend CBL’s GTCs with respect to the subject matter contained herein. This document shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets standing from time to time to the credit of the above Pledged Securities Account(s).

Name and capacity

Name and capacity

Acting for Pledgor

Acting for Pledgor

Name and capacity

Name and capacity

Acting for Eurex Clearing AG as Pledgee

Acting for Eurex Clearing AG as Pledgee

Accepted and agreed

Accepted and agreed

Name and capacity

Name and capacity

Acting for CBL

Acting for CBL

Schedule 1 – Attachment 2
Form of Notice To Be Given To Clearstream Banking S.A. in Case Of
An Enforcement Event

To:

Clearstream Banking S.A.
To the attention of _____
42, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

cc:

_____ (Pledgor)

From:

Eurex Clearing AG

* _____
Pledgee

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

_____ (Date)

Dear Sirs,

Notice of an Enforcement Event

We refer to the bank account bearing number _____ (the "**Pledged Securities Account**") opened in the name of _____ (the "**Pledgor**") with your institution.

We hereby give you notice, for the purpose of Clause 5.2 of Schedule 1 attached to the pledge agreement dated _____ between the Pledgor and our institution as Pledgee (the "**Eurex Clearing Pledge Agreement**"), that an Enforcement Event (as defined in the Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the enforcement of the Relevant Pledged Assets and to the payment of any cash proceeds to be added as decided by the Pledgee].

Yours sincerely,

(Pledgee

By: _____

Name: _____

Title: _____

Schedule 2
Form of Notice of Pledge to Clearstream Banking AG

By registered mail

To:

Clearstream Banking AG
60485 Frankfurt am Main
("CBF")

From:

* _____
Pledgor

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

_____ (Date)

Notice of pledge of securities in securities account(s)

Dear Sirs,

We hereby notify you that _____ (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”), in accordance with a pledge agreement dated _____ between the Pledgor and the Pledgee (the “**Pledge Agreement**”) any securities that are at present or are in the future deposited in any of the following German securities account(s)^{2,1} held with you in the name of the Pledgor or held with you in the name of _____ (“Third-Party CM Account Holder”)²:

Account holder name	Account/Sub-Account number

Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of all securities that are or will at any time be credited to any such account(s), (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention.

To the extent not previously waived, CBF waives any prior ranking pledge we may have granted subject to No. XXVII of CBF’s GTCs or any other retention right with respect to the above-mentioned securities account(s).

If any of the accounts or sub-accounts listed above is held by the Third-Party CM Account Holder, all notices and instructions set out herein are also given by the Third-Party CM Account Holder³

^{2,1} Please do not include Xemac Pledged Securities Account, Xemac Omnibus Pledged Securities Account, Xemac CASS Omnibus Pledged Securities Account, Xemac ICM-SC-ISA Pledged Securities Account, and Xemac ICM-SC-ISA CASS Pledged Securities Account.

² To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.

³ To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to us and Eurex Clearing AG, Member/Vendor Services & Admission/Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

Name and capacity

Acting for the Pledgor

[Redacted]

Name and capacity

[Redacted]

Acting for the Third-Party CM Account Holder⁴

* * * * *

We hereby confirm receipt, acknowledge the terms of the letter set out above and agree to waive any prior ranking pledge we may have subject to No. XXVII of CBF's GTCs or any other retention right with respect to the above mentioned securities account(s).

Date of Receipt:

Clearstream Banking AG

_____ Name

_____ Name

_____ Function

_____ Function

⁴ To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.

**Schedule 3
Form of Notice of Pledge to Clearstream Banking AG when using Xemac³¹**

By registered mail

To:

Clearstream Banking AG
60485 Frankfurt am Main
("CBF")

From:

* _____
Pledgor

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

³¹ Please use this Schedule 3 only to notify a subordinated pledge with respect to the relevant Xemac Pledged Securities Account, Xemac Omnibus Pledged Securities Account, Xemac CASS Omnibus Pledged Securities Account, Xemac ICM-SC ISA Pledged Securities Account or Xemac ICM-SC-ISA CASS Pledged Securities Account.

_____ (Date)

Notice of pledge of securities in securities account(s)

Dear Sirs,

We hereby notify you that _____ (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”), in accordance with a pledge agreement dated _____ between the Pledgor and the Pledgee (the “**Pledge Agreement**”) any securities that are at present or are in the future deposited in any of the following Xemac Pledged Securities Account(s), Xemac Omnibus Pledged Securities Account(s), Xemac CASS Omnibus Pledged Securities Account(s), Xemac ~~ICM~~ ~~SC-ISA~~ Pledged Securities Account(s) and Xemac ~~ICM~~ ~~SC-ISA~~ CASS Pledged Securities Account(s) held with you in the name of the Pledgor or held with you in the name of “Third-Party CM Account Holder”²:

Account holder name	Account number/Claim-ID

Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of all securities that are or will at any time be credited to any such account(s), (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention.

If any of the accounts or claim-IDs listed above is held by the Third-Party CM Account Holder, all notices and instructions set out herein are also given by the Third-Party CM Account Holder³

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to us and Eurex Clearing AG, Member/Vendor Services & Admission/Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

² To be included if any of the accounts/claim-IDs is an account/claim-ID held by the Third-Party CM Account Holder.

³ To be included if any of the accounts/claim-IDs is an account/claim-ID held by the Third-Party CM Account Holder.

Name and capacity

Acting for the Pledgor

_____ Name and capacity

_____ Acting for the Third-Party CM Account Holder⁴

* * * * *

We hereby confirm receipt, acknowledge the terms of the letter set out above.

Date of Receipt:

Clearstream Banking AG

Name

Name

Function

Function

⁴ To be included if any of the accounts/claim-IDs is an account/claim-ID is an accounts/claim-IDs is an account/claim-ID held by the Third-Party CM Account Holder.

Appendix 10 to the Clearing Conditions of Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

Clearing Agreement

with a Clearing Agent
and a Basic Clearing Member

As of 28.01.2019

This clearing agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name

acting through / having its (registered) office at

as Clearing Agent (the “**Clearing Agent**”);

(2) _____
legal name

acting through / having its (registered) office at

as Basic Clearing Member (the “**Basic Clearing Member**”); and

(3) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany (“**Eurex Clearing AG**”).

The Clearing Agent, the Basic Clearing Member and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Basic Clearing Member Transactions pursuant to the Basic Clearing Member Provisions. The legal relationship between the Parties shall be construed in accordance with Number 4 of the Basic Clearing Member Provisions. The Transaction Types included in the Clearing are selected by the Clearing Agent and the Basic Clearing Member in Annex A to this Agreement. If a Relevant Fund or a Relevant Fund Segment (as to be specified in Annex B to this Agreement) enters into this Agreement, the special provisions pursuant to Number 1.1.7 of the General Clearing Provisions shall apply. Instructions of the Clearing Agent or the Basic Clearing Member that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.
2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via ~~internet on the~~ [Eurex Clearing AG's website www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. Eurex Clearing AG charges fees to the Basic Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended, and will, subject to Number 3.8 of the Basic Clearing Member Provisions, directly debit the relevant Basic Clearing Member Cash Account in an amount equal to the amount of such fees in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.
4. The Basic Clearing Member hereby appoints the Clearing Agent to act as its Clearing Agent subject to and in accordance with the Clearing Conditions. The Clearing Agent hereby accepts such appointment.
5. Each of the Clearing Agent and the Basic Clearing Member makes, severally but not jointly, to Eurex Clearing AG amongst others the representations and warranties set out in the following provisions of the Clearing Conditions (as relevant):
 - (1) Number ~~1.1.7~~ [1.1.12 Paragraph \(5\) \(f\)](#) of the General Clearing Provisions (*Representations and warranties by Relevant Funds and Relevant Fund Segments acting through an Authorised Manager*) if the Basic Clearing Member is a Relevant Fund or a Relevant Fund Segment;
 - (2) Number 1.7 of the General Clearing Provisions (*Representations and Undertakings with respect to Clearing Agreements*); and
 - (3) Numbers 1.8 and 1.9 of the General Clearing Provisions (*No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Transactions for US Persons*).

Eurex Clearing AG makes the representations and warranties set out in Number 1.7.6 of the General Clearing Provisions.

6. Each of the Clearing Agent and the Basic Clearing Member hereby grants all powers of attorney, authorisations and instructions stated to be granted by it in the Clearing Conditions and acknowledges to be bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of Basic Clearing Member Transactions, in particular pursuant to (as relevant):

- (1) Number 3 of the Basic Clearing Member Provisions (*Role of Clearing Agent*); and
- (2) Number 11.2.7 of the Basic Clearing Member Provisions.

The Basic Clearing Member acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any Basic Clearing Member Transaction resulting from the operation of any such provision.

7. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties in accordance with the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

8. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions, in the case of amendments to the form of this Agreement set out in Appendix 10 to the Clearing Conditions. In addition, this Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement; Number 1.1.7 Paragraph ~~(95)~~ (i) of the General Clearing Provisions shall remain unaffected. Annex A to this Agreement may be amended by the submission of an amended Annex A signed by the Clearing Agent and the Basic Clearing Member to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

9. Unless otherwise provided for in the Clearing Conditions, neither the Clearing Agent nor the Basic Clearing Member shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.

10. This Agreement does not and is not intended to confer any rights to third parties.

11. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

12. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.
13. The place of performance shall be Frankfurt am Main, Germany.
14. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

as Clearing-Agent	Place/Date
_____	_____
Name	Name
_____	_____
Function	Function
_____	_____

as Basic Clearing Member ¹	Place/Date
_____	_____
Name	Name
_____	_____
Function	Function
_____	_____

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG	Place/Date
_____	_____
Name	Name
_____	_____
Function	Function
_____	_____

¹ Authorised Manager if the Basic Clearing Member is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex A to the Clearing Agreement: Transaction Types included in the Clearing

The Basic Clearing Member shall participate in the Clearing of the following Transaction Types pursuant to this Agreement in accordance with the following elections:

- Chapter IV Clearing of Repo Transactions
- Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions

AUTHORISED SIGNATURES
to Annex A to the Clearing Agreement

as Clearing-Agent

Place/Date

Name

Name

Function

Function

as Basic Clearing Member²

Place/Date

Name

Name

Function

Function

² Authorised Manager if the Basic Clearing Member is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

Annex B to the Clearing Agreement: Relevant Funds and Relevant Fund Segments*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated. In case of a Relevant Fund Segment, the fund or sub-fund to which the Relevant Fund Segment belongs shall also be indicated]	Name of the asset pool (fund) [Account name of the Relevant Fund/Relevant Fund Segment]	Legal Entity Identifier [LEI/preLEI]	Jurisdiction [ISO code]

* Eurex Clearing AG may provide this Annex in a different format than shown here.

AUTHORISED SIGNATURES
to Annex B to the Clearing Agreement

as Clearing-Agent

Place/Date

Name

Name

Function

Function

Authorised Manager acting for the account of the Relevant
Funds and/or Relevant Fund Segments

Place/Date

Name

Name

Function

Function

* * *

Appendix 11 to the Clearing Conditions for Eurex Clearing AG:

THE FOLLOWING DOCUMENT WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

Pledge Agreement

relating to pledges of Eligible Margin Assets in order to provide Basic Clearing Member Margin in the form of Securities

As of 28.01.2019

This agreement (the “**Agreement**”) is dated the last date set out on the signature page hereof and entered into

BETWEEN:

(1) _____
legal name
 acting through / having its (registered) office at

as Basic Clearing Member (the “**Basic Clearing Member**”); [and]¹

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**”)[]; and

(3) [_____
(legal name)
 acting through / having its (registered) office at

as Clearing Agent of the Basic Clearing Member (the “**Clearing Agent**”).]²

¹ Text in square brackets marked in grey [] shall apply if the pledges only relate to accounts held by the Basic Clearing Member.

² Text in square brackets marked in blue [] shall apply if the pledges relate to one or more accounts held by the Clearing Agent.

[REDACTED]
legal name

acting through / having its (registered) office at

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

as third party account holder designated by the Basic Clearing Member in accordance with [this Agreement] (the “**Third Party Account Holder**”).³

The Basic Clearing Member [REDACTED] [and] Eurex Clearing AG [[and]/[,] the Clearing Agent] [and the Third Party Account Holder] are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

³ Text in square brackets marked in green [REDACTED] shall apply if the pledges relate to one or more accounts held by a Third Party Account Holder other than the Clearing Agent.

WHEREAS:

- (A) The Basic Clearing Member, Eurex Clearing AG and the Clearing Agent have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions as Appendix 10 (as the same may have been or will be amended from time to time, the “**Basic Clearing Member Clearing Agreement**”). [In the Basic Clearing Member Agreement, the Basic Clearing Member has appointed _____ as the Clearing Agent of the Basic Clearing Member (the “**Clearing Agent**”).]⁴
- (B) The Basic Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing Basic Clearing Member Margin in accordance with the Basic Clearing Member Provisions. The Basic Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or register, if such registration is required for the creation or enforceability of a security interest or if Eurex Clearing AG considers a registration of such security interest expedient.
- (C) Under relevant applicable laws and subject to the limitations contained in the Clearing Conditions and in this Agreement (in particular as set out in Clause 2.1 below), pledges over Basic Clearing Member Margin may, under certain conditions, also be granted by the Basic Clearing Member if the pledged Basic Clearing Member Margin is maintained in a special account belonging to a third party that is specially appointed by the Basic Clearing Member and Eurex Clearing AG, such as the Clearing Agent or any other eligible third party account holder (the “**Third Party Pledge Holder**”).

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out (in one or more files) via ~~internet on the~~ [Eurex Clearing AG’s website www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

2 Granting of Pledges

2.1 Securities Accounts

Each of the following securities accounts or sub-accounts for which account details are provided below have been established:

⁴ Sentence to be maintained if the Clearing Agent is not a party to the Agreement (i.e., in case of accounts held by Basic Clearing Member and/or in case of accounts held by Third Party Account Holder).

2.1.1 German Securities Accounts

The following securities account(s) or sub-account(s) under German law:

- (i) Securities account(s)/sub-account(s) of the Basic Clearing Member with Clearstream Banking AG, Frankfurt am Main (“**CBF**”)

Cascade and/or CBF Int 6-series *Securities Margin Account/Sub-Account number(s)*:

(each account specified (if any) under (i), a “**Basic Clearing Member German Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin)

- (ii) Account(s)/sub-account(s) of the Basic Clearing Member in XEMAC

XEMAC Claim-ID:

(each account in CBF’s Collateral Management System ‘Xemac’ (“**Xemac**”) specified (if any) under (ii), a “**Xemac Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin)

2.1.2 Luxembourg Securities Accounts

The following securities account(s) with Clearstream Banking S.A., Luxembourg (“**CBL**”) under Luxembourg law:

- (i) Securities account(s) of the Basic Clearing Member

Creation Securities Account number:

- (ii) Securities account(s) of the Clearing Agent

Creation Securities Account number:

(each account specified (if any) under (i) or (ii), a “**Luxembourg Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin)

- iii) Securities account(s) of the Basic Clearing Member in CmaX

Creation Securities Account number(s):

- (iv) Securities account(s) of Third Party Pledge Holder(s) in CmaX

Creation Securities Account number(s) and name of Third Party Pledge Holder(s):

(each account specified (if any) under (iii) or (iv), a “**CmaX Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin by use of the triparty collateral management service ‘CmaX’ of CBL (“**CmaX**”))

- (v) Securities account(s) of the Basic Clearing Member

Creation Securities Account number(s):

- (vi) Securities account(s) of Third Party Pledge Holder(s)

Creation Securities Account number(s) and name of Third Party Pledge Holder(s):

(each account specified (if any) under (v) and (vi), a “**GC Pooling Re-use Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin by re-use of collateral in relation to GC Pooling Repo Transactions)

2.1.3 Swiss Securities Accounts

The following securities account(s) with SIX SIS AG, Switzerland (“**SIX SIS**”) under Swiss law:

- (i) Securities account(s) of the Basic Clearing Member

Securities Account number(s):

- (ii) Securities account(s) of the Clearing Agent

Securities Account number(s):

(each account specified (if any) under (i) or (ii), a “**Swiss Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin)

- (iii) Securities account(s) of the Basic Clearing Member in the triparty collateral management system of SIX SIS

Securities Account number(s):

- (iv) Securities account(s) of the Clearing Agent in the triparty collateral management system of SIX SIS

Securities Account number(s):

(each account specified (if any) under (iii) or (iv), a “**TCM SIX SIS Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin by use of the triparty collateral management service of SIX SIS (“**TCM SIX SIS**”)).

2.2 Pledges of Securities in German Securities Accounts

2.2.1 Basic Clearing Member Provisions (without use of Xemac)

If one or more Basic Clearing Member German Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Basic Clearing Member Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the Basic Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Basic Clearing Member German Pledged Securities Account(s).

2.2.2 Basic Clearing Member Provisions (Use of Xemac)

If one or more Xemac Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Basic Clearing Member Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 (in particular, Number 7.6.3) of the Clearing Conditions, the Basic Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac Basic Clearing Member Pledged Securities Account(s).

2.2.3 Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 or 2.2.2

For the purpose of granting each of the pledges pursuant to Clauses 2.2.1 or 2.2.2, the Basic Clearing Member hereby:

- (i) assigns to Eurex Clearing AG its claim for surrender (*Liefer- und Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF if the relevant Basic Clearing Member German Pledged Securities Account is an account with CBF or if the pledge relates to securities credited to a Xemac Basic Clearing Member Pledged Securities Account;
- (ii) undertakes, if the Basic Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto).

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.3 Pledges of Securities in Luxembourg Securities Accounts

2.3.1 Basic Clearing Member Provisions (without use of CmaX)

- (i) If one or more Luxembourg Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Basic Clearing Member Margin pursuant to the Basic Clearing Member Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions,
 - (a) if the Luxembourg Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 hereto all securities which are at present or are in the future deposited in any such Luxembourg Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
 - (b) if the Luxembourg Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such

Luxembourg Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Clearing Agent, as third party pledge holder (“*tiers détenteur de gage*” within the meaning of article 5 (2) (a) (iv) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended (the “**Luxembourg law on financial collateral arrangements**”)) hereby (i) acknowledges the pledge created by the Basic Clearing Member in favour of Eurex Clearing AG over the securities of the Basic Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Clearing Agent’s relevant Luxembourg Basic Clearing Member Pledged Securities Account(s), pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Clearing Agent’s relevant Luxembourg Basic Clearing Member Pledged Securities Account(s) for the benefit of the Basic Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.

The Basic Clearing Member and the Clearing Agent, to the extent relevant in the case of Luxembourg Basic Clearing Member Pledged Securities Account(s) in the name of the Clearing Agent, hereby undertake to issue all relevant notices to and obtain all relevant acknowledgements from CBL for the perfection of such pledge, as further set out in Schedule 1 and Schedule 2 hereto, as applicable.

2.3.2 Basic Clearing Member Provisions (use of CmaX)

- (i) If one or more CmaX Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Basic Clearing Member Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 (in particular, Number 7.6.3) of the Clearing Conditions by use of CmaX,
 - (a) if the relevant CmaX Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 hereto all securities which are at present or are in the future deposited in any such CmaX Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
 - (b) if the relevant CmaX Basic Clearing Member Pledged Securities Account is an account of a Third Party Pledge Holder, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such CmaX Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Third Party Pledge Holder (“*tiers détenteur de gage*” within the meaning of article 5 (2) (a) (iv) of the **Luxembourg law on financial collateral arrangements**) hereby (i) acknowledges the pledge created by the

Basic Clearing Member in favour of Eurex Clearing AG over the securities of the Basic Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Third Party Pledge Holder's relevant CmaX Basic Clearing Member Pledged Securities Account(s), pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third Party Pledge Holder's relevant CmaX Basic Clearing Member Pledged Securities Account(s) for the benefit of the Basic Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.

The Basic Clearing Member and the Third Party Pledge Holder, to the extent relevant in the case of CmaX Basic Clearing Member Pledged Securities Account(s) in the name of a Third Party Pledge Holder, hereby undertake to issue all relevant notices to and obtain all relevant acknowledgements from CBL for the perfection of such pledge, as further set out in Schedule 1 and Schedule 2 hereto, as applicable.

- (ii) If one or more GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Basic Clearing Member Margin by re-use of collateral in relation to GC Pooling Repo Transactions,
 - (a) If the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
 - (b) if the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account is an account of a Third Party Pledge Holder, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Third Party Pledge Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the **Luxembourg law on financial collateral arrangements**) hereby (i) acknowledges the pledge created by the Basic Clearing Member in favour of Eurex Clearing AG over the securities of the Basic Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Third Party Pledge Holder's relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account, pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third Party Pledge Holder's relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account for the

benefit of the Basic Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.

The Basic Clearing Member and the Third Party Pledge Holder, to the extent relevant in the case of GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) in the name of a Third Party Pledge Holder, hereby undertake to issue all relevant notices to and obtain all relevant acknowledgements from CBL for the perfection of such pledge, as further set out in Schedule 1 and Schedule 2 hereto, as appropriate.

2.4 Pledges of Securities in Swiss Securities Accounts

2.4.1 Basic Clearing Member Provisions (without use of TCM SIX SIS)

If one or more Swiss Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Basic Clearing Member Margin pursuant to the Basic Clearing Member Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the Basic Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss Basic Clearing Member Pledged Securities Account(s).

If the Swiss Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member further undertakes to enter into an additional control agreement (in the form provided by Eurex Clearing AG) between the Basic Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in such Swiss Basic Clearing Member Pledged Securities Account(s).

If the Swiss Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Clearing Agent acknowledges and agrees that the Basic Clearing Member pledges to Eurex Clearing AG all securities which are or are in the future deposited in such account. The Clearing Agent in its capacity as account holder of such account represents and warrants that such securities are not subject to any prior or equal claims, rights, liens, charges, encumbrances and security interests of any kind and nature whatsoever of third parties which could prevent or be an obstacle to the disposition of the securities on such account, except for those arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Clearing Agent does not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

If the Swiss Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Basic Clearing Member and the Clearing Agent further undertake to enter into an additional control agreement (in the form provided by Eurex Clearing AG) between the Basic Clearing Member, the Clearing Agent, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in such Swiss Basic Clearing Member Pledged Securities Account.

2.4.2 Basic Clearing Member Provisions (use of TCM SIX SIS)

If one or more TCM SIX SIS Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Basic Clearing Member Margin pursuant to the Basic Clearing Member Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the Basic Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the TCM SIX SIS Basic Clearing Member Pledged Securities Account(s).

If the TCM SIX SIS Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member further undertakes to enter into a SIX SIS TCM agreement (in the form provided by Eurex Clearing AG) between the Basic Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in such TCM SIX SIS Basic Clearing Member Pledged Securities Account(s).

If the TCM SIX SIS Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Clearing Agent acknowledges and agrees that the Basic Clearing Member pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in such account. The Clearing Agent in its capacity as account holder of such account represents and warrants that such securities are not subject to any prior or equal claims, rights, liens, charges, encumbrances and security interests of any kind or nature whatsoever of third parties which could prevent or be an obstacle to the disposition of the securities on such account, except for those arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Clearing Agent does not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

If the TCM SIX SIS Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Basic Clearing Member and the Clearing Agent further undertake to enter into a SIX SIS TCM agreement (in the form provided by Eurex Clearing AG) between the Basic Clearing Member, the Clearing Agent, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in such TCM SIX SIS Basic Clearing Member Pledged Securities Account(s).

2.4.3 Common provisions for each of the pledges granted pursuant to Clauses 2.4.1 or 2.4.2

Upon the relevant pledge granted pursuant to Clauses 2.4.1 or 2.4.2 becoming enforceable, Eurex Clearing AG may sell the pledged securities (that are the subject of the relevant pledge) without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

The pledges of the Securities pursuant to Clause 2.2.1 and/or Clause 2.2.2 (each in connection with Clause 2.2.3), Clause 2.4.1 and/or Clause 2.4.2 (each in connection with Clause 2.4.3) shall secure the claims specified in Chapter I Part 5 Number 7.6.2 of the Clearing Conditions (the “**BCM Secured Claims**”).

2.6 References

The Parties further agree that references in the Clearing Conditions to Basic Clearing Member Margin that relate to Eligible Margin Assets in the form of Securities for purposes of the Basic Clearing Member Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above (where relevant, in connection with Schedule 1 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM agreement) that refer to Basic Clearing Member Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions.

2.7 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest, the Basic Clearing Member will arrange for the due filing and registration of any security interest granted pursuant to or in accordance with Clauses 2.2 to 2.4 (where relevant, in connection with Schedule 1 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM agreement) with any relevant competent authority or any relevant competent register and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

3 Representations

3.1 Representations of the Basic Clearing Member

The Basic Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that

- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 to 2.4 relate, it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG and that such securities are not subject to any prior or equal claims of third parties, except for any rights and claims arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Basic Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG;
- (ii) at the time it enters into this Agreement:

- (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (c) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- (d) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (e) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (f) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (g) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement;
- (h) no event has occurred or circumstance arisen with respect to it which constitutes or, had the Parties already entered into the Basic Clearing Member Clearing Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute, a Basic Clearing Member Termination Event or Basic Clearing Member Insolvency Termination Event; and
- (i) it is not aware of any event or circumstance which constitute, or might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute, a Termination Event or Insolvency Termination Event with respect to its Clearing Agent.

3.2 [Representations of the Third Party Pledge Holder(s)]⁵

The Third Party Pledge Holder represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that, at the time it enters into this Agreement:

- (i) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (ii) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (iii) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- (iv) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (v) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (vi) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (vii) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and
- (viii) no event has occurred or circumstance arisen with respect to it which constitutes or, had the relevant Parties already entered into the Basic Clearing Member Clearing Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute, a Termination Event or Insolvency Termination Event with respect to it.

⁵ To be maintained in case a Third Party Pledge Holder (Clearing Agent and/or Third Party Account Holder is a Party to the Agreement).

4 Amendments

This Agreement shall be amended pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*. For this purpose, the provisions in this Agreement shall constitute Special Provisions to the extent they relate to the granting of powers of attorney, the granting of margin or the creation of security interests.

If the Third Party Account Holder is not a party to a Clearing Agreement with Eurex Clearing AG, Eurex Clearing AG will also notify the Third Party Account Holder of any amendments to this Agreement that shall be made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*, as well as of any amendments that shall be made to Chapter I Part 1 Number 17.2 of the Clearing Conditions. The Third Party Account Holder confirms to be familiar and undertakes to familiarise itself, with the Referenced Conditions (as amended from time to time). If the Third Party Account Holder objects to an amendment to this Agreement made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions (applied *mutatis mutandis*) or to an amendment to Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.⁶

In addition, the Agreement may be amended at any time by written agreement between the Parties.

5 Governing Law; Jurisdiction, Place of Performance; Severability Clause

5.1 Governing Law

5.1.1 This Agreement (except for Clauses 2.3, 2.4, 5.2.2, 5.2.3, Schedule 1 and Schedule 2 hereto) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 5.2.2 and Schedules 1 and 2 hereto are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2.4 and 5.2.3 are governed by the substantive laws, excluding Swiss private international law, of Switzerland.

5.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 5.2.2, 5.2.3, Schedule 1 and Schedule 2 hereto) shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.3, 5.2.2, Schedule 1 and/or Schedule 2 hereto shall be governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.4 and/or 5.2.3 shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland.

⁶ To be included if a Third-Party Account Holder is a party to the Agreement.

5.2 Jurisdiction

- 5.2.1 The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, Schedule 1 and/or Schedule 2 hereto).
- 5.2.2 The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clause 2.3 and Schedule 1 and/or Schedule 2 hereto.
- 5.2.3 The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clause 2.4 of this Agreement.

5.3 Place of Performance

The place of performance shall be Frankfurt am Main, Federal Republic of Germany.

5.4 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Agreement

as Basic Clearing Member	Place/Date
Name	Name
Function	Function

Eurex Clearing Aktiengesellschaft

Eurex Clearing AG	Place/Date
Name	Name
Function	Function

[as Clearing Agent	Place/Date
Name	Name
Function	Function]

I

as Third Party Account Holder

Place/Date

Name

Name

Function

Function

**Schedule 1 –
Pledges relating to Basic Clearing Member Margin
in Luxembourg Securities Accounts held by the
Basic Clearing Member (Bilateral Version)**

This schedule 1 (the “**Schedule 1**”) is entered into

BETWEEN:

- (1) the Basic Clearing Member (as defined above in the agreement to which this Schedule 1 is attached (the “**Agreement**”)) as pledgor (the “**Pledgor**”); and
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany, as pledgee (“**Eurex Clearing AG**” or the “**Pledgee**”).

The Pledgor and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”.

The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used in this Schedule 1 shall have the meaning given to them (including by way of reference therein) in the text of the Agreement and:

“**CBF**” means Clearstream Banking AG, Frankfurt, a company incorporated as an *Aktiengesellschaft* under the laws of the Federal Republic of Germany, having its registered office at Mergenthalerallee 61, 65760 Eschborn, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt, Germany under HRB 7500.

“**CBL**” means Clearstream Banking S.A., a company incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248.

“**CBL Governing Documents**” means the “Governing Documents of CBL”, as defined in the general terms and conditions of CBL to which the relevant Collateral Account is subject.

“CmaX Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a CmaX Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

“Collateral Account” means each of the Luxembourg Basic Clearing Member Pledged Securities Account(s), the CmaX Basic Clearing Member Pledged Securities Account(s) and the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s).

“Collateral Management Service Agreements” means, in particular as regards the collateral provided under Clause 3 and Clause 4 of this Schedule 1, (i) the collateral management service agreement for collateral givers, including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement to be entered into by CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise (the **“Collateral Management Service Agreement for Collateral Giver”**), and (ii) the collateral management service agreement for collateral receivers including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) to be entered into by CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise.

“Distributions”: all assets received or receivable from time to time by the Pledgor in respect of the Securities, whether by way of principal, premium, interest, dividend, return on capital or otherwise.

“Enforcement Event” means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation.

Event of Default means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor or (b) an Enforcement Event.

“GC Pooling Re-Use Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a GC Pooling Re-Use Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

“Insolvency Event” has the same meaning as the term “Insolvency Related Events” contained in Chapter I Part 1 Number 7.2.1 Paragraph (5) of the Clearing Conditions with respect to the Pledgor.

“Law on financial collateral arrangements” means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

“Luxembourg Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a Luxembourg Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

“**Pledge**” means the first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets and created pursuant to Clauses 2.1, 3.1 or 4.1 below.

“**Relevant Pledged Assets**” means all Securities (as well as any Distributions thereunder to the extent that these shall also be the subject matter of the Pledge in accordance with this Schedule 1) which are at present or are in the future credited to the relevant Collateral Account for the purpose of securing the Relevant Secured Liabilities.

“**Relevant Secured Liabilities**” means all BCM Secured Claims.

“**Securities**” means all book-entry securities which are deposited to the credit of a Collateral Account as Basic Clearing Member Margin.

“**Voting and Related Rights**” with respect to any Security, means any voting right attached to it as well as any other rights, including, without limitation, rights related to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights of similar nature.

1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 1 to:

- (a) the “**Pledgor**”, the “**Pledgee**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) “**assets**” includes present and future properties, revenues and rights of every description.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule 1 to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

2 Special Provisions with respect to Relevant Pledged Assets in Luxembourg Basic Clearing Member Pledged Securities Accounts

If one or more Luxembourg Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

2.1 Creation of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Luxembourg Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Parties hereby agree that each Luxembourg Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 2.2 (*Perfection of the Pledge*).

2.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant Luxembourg Basic Clearing Member Pledged Securities Account, shall be designated in CBL’s books as collectively pledged in favour of the Pledgee.

For this purpose, upon the execution of the Agreement, the Pledgor and the Pledgee shall execute the notice of Pledge set out in Attachment 1 hereto, the original executed version of which shall then as soon as reasonably possible be sent by the Pledgor to CBL. The Pledgor shall ensure that CBL returns a duly acknowledged version of the notice of Pledge to the Pledgee.

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee, as further set out in the notice to be served in accordance with Attachment 1 hereto.

2.3 Representations, Warranties and Covenants

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Luxembourg Basic Clearing Member Pledged Securities Accounts;
- (b) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (c) it has the right to pledge the Relevant Pledged Assets;
- (d) upon completion of the actions referred to in Clause 2.2 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest of each Luxembourg Pledged Securities Account in favour of the Pledgee not subject to any prior or pari passu encumbrance and not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;

- (e) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Luxembourg Basic Clearing Member Pledged Securities Account (otherwise than pursuant to the Pledge);
- (f) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule;
- (g) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
- (h) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any Basic Clearing Member Pledged Securities Account; and
- (i) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.

The Pledgor covenants to the Pledgee that until the Pledge shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Luxembourg Basic Clearing Member Pledged Securities Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 2.3 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any Luxembourg Basic Clearing Member Pledged Securities Account.

2.4 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder and the security created in favour of CBL in accordance with the CBL Governing Documents, to be waived by CBL in accordance with Attachment 1 hereto).

The Pledgor shall at its own expense promptly and duly execute and make all such assurances and do acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 1 in relation to any Luxembourg Basic Clearing Member Pledged Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and the exercise of all powers, authorities and discretions vested in the Pledgee. To that

effect, the Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

2.5 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is entitled to notify CBL of the occurrence of the Event of Default.

2.6 Rights attached to the Relevant Pledged Assets

(a) Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first take all steps necessary for a release by Eurex Clearing AG of the Pledge over these Relevant Pledged Assets so as to achieve a withdrawal of the Relevant Pledged Assets from the Luxembourg Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

Distributions credited to the relevant Luxembourg Basic Clearing Member Pledged Securities Account shall form part of the Relevant Pledged Assets.

3 Special Provisions with respect to Relevant Pledged Assets in CmaX Basic Clearing Member Pledged Securities Accounts

If one or more CmaX Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

3.1 Creation of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant CmaX Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Parties hereby agree that each CmaX Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 3.2 (*Perfection of the Pledge*).

3.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant CmaX Basic Clearing Member Pledged Securities Account shall be designated in CBL's books as collectively pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Pledgor shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the "**Appendix A**"), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) are to be pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Pledgor through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee granted in accordance with the provisions of the Collateral Management Service Agreements.

3.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

3.4 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

3.5 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral booked in the relevant CmaX Basic Clearing Member Pledged Securities Account(s) in accordance with the Clearing Conditions.

The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first substitute the Relevant Pledged Assets in accordance with item (c) below.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CmaX Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that all Distributions made under the Relevant Pledged Assets be credited to the relevant CmaX Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

(c) Substitutions

Substitutions of Relevant Pledged Assets will be operated by CBL in accordance with the provisions of the Collateral Management Service Agreements.

4 Special Provisions with respect to Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts

If one or more GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

4.1 Creation of the Pledge

As continuing first ranking security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the GC Pooling Re-

use Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Parties hereby agree that each GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 4.2 (*Perfection of the Pledge*).

4.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be designated in CBL’s books as collectively pledged in favour of the Pledgee (the “**Perfection Requirement**”).

For this purpose, on or around the execution of the Agreement, the Pledgor shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the “**Appendix A**”), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) is to be pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Pledgor through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee granted in accordance with the provisions of the Collateral Management Service Agreements.

4.3 Marking to Market

The marking to market of Basic Clearing Member Margin shall be made by CBF in accordance with SC Xemac.

The delivery of additional securities as Basic Clearing Member Margin or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

4.4 Substitution

The substitution of Relevant Pledged Assets will be operated by CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

4.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

4.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

4.7 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral provided in the GC Pooling Re-use Basic Clearing Member Pledged Securities Account in accordance with the Clearing Conditions.

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first substitute the Relevant Pledged Assets in accordance with Clause 4.4 above. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the

occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

5 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Collateral Accounts during the term of the Pledge.

This Clause shall supersede any existing arrangement in this regard and, to the extent applicable and between the Parties only, shall prevail on any provision of the Collateral Management Service Agreements in this regard.

6 Enforcement

6.1 Realization of the Relevant Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof as determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation; in the latter case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions, at a stock exchange or by public auction held by a public officer designated by the Pledgee;
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by an expert; and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

6.2 Notification to CBL of an Event of Default or Enforcement Event

At any time while an Event of Default or Enforcement Event is continuing, the Pledgee may (without any obligation) notify CBL that an Event of Default or Enforcement Event has occurred substantially in the form of the notice attached hereto as Attachment 2 for Luxembourg Basic Clearing Member Pledged Securities Accounts or in accordance with the procedures and notifications provided in the Collateral Management Service Agreements for CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts.

6.3 Limitation on realisation

The Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this Clause 6.3, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor.

7 Order of Distributions

All amounts received or recovered by the Pledgee in the exercise of its rights under this Schedule 1 shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor or any other person entitled to it.

8 Liability of the Pledgee

The Pledgee shall not be liable to the Pledgor for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

9 Saving Provisions

9.1 Continuing Security

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule 1.

9.2 Immediate recourse

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule 1.

10 Notices

Each communication to be made between the Parties under or in connection with this Schedule 1 shall be made in accordance with the relevant provisions of the Basic Clearing Member Clearing Agreement and the Clearing Conditions.

11 Rights, Waivers and Determinations

11.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the corresponding terms of the Basic Clearing Member Clearing Agreement, the Clearing Conditions and of the Agreement to which this Schedule is attached (including this Schedule 1) shall prevail.
- (b) The provisions of this Schedule 1 are without prejudice to the provisions of the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement. In case of inconsistency, the provisions in the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule 1 which shall be overriding.

11.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions, the Basic Clearing Member Clearing Agreement and the Agreement (including this Schedule 1) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

12 Amendments

None of the terms or provisions of this Schedule 1 may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.

13 Assignment

Unless otherwise provided for in the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the Pledgor shall not

assign any of its rights or claims under this Schedule 1 except with the prior written consent of the other Party.

14 Severability

Any provision in this Schedule 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15 Headings

The Clause headings used in this Schedule 1 are for convenience of reference only and shall not affect the construction of this Schedule 1.

Schedule 1 – Attachment 1
Form of Notice of Pledge with respect to Luxembourg
Basic Clearing Member Pledged Securities Accounts

by registered mail

To:

Clearstream Banking S.A., société anonyme
42, avenue John F. Kennedy
L-1855 Luxembourg
R.C.S. Luxembourg B 9248
(“CBL”)

From:

* _____
Pledgor

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

Eurex Clearing Aktiengesellschaft
Mergenthalerallee 61,
65760 Eschborn,
Federal Republic of Germany
Registered in the commercial register of the
local court (Amtsgericht) in Frankfurt am
Main under HRB 44828
(as “Pledgee”)

_____ (Date)

Dear Sirs,

We would like to hereby notify you that the Pledgor has pledged in favour of the Pledgee the assets standing to the credit of the account(s) numbered:

Account number(s)	Account name(s)

that have been opened in the name of the Pledgor in your books (each a “**Luxembourg Basic Clearing Member Pledged Securities Account**”) in accordance with a pledge agreement dated _____ between the Pledgor as pledgor and the Pledgee as pledgee, and in particular its Schedule 1 (the “**Eurex Clearing Pledge Agreement**”).

We would be grateful if CBL could designate any securities standing from time to time to the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account maintained by CBL in the name of the Pledgor, as pledged in CBL’s books, collectively for the benefit of the Pledgee. Please note that the pledge created by the Eurex Clearing Pledge Agreement also covers any payments of principal as well as any distributions composed of interest, dividends or other distributions of any kind whatsoever with respect to any security in the credit of a Luxembourg Basic Clearing Member Pledged Securities Account.

The Pledgee and the Pledgor have agreed in the Eurex Clearing Pledge Agreement that CBL shall, except as otherwise provided in the Eurex Clearing Pledge Agreement (and stated herein), act solely in accordance with the instructions of the Pledgee.

As part of this account control mechanism, the Pledgee and the Pledgor hereby authorise and instruct CBL to solely follow the instructions of the Pledgee with respect to the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL’s general terms and conditions (the “**General Terms and Conditions**”). Such instructions or notices can include, without limitation, the debit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect thereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Luxembourg Basic Clearing Member Pledged Securities Account(s).

No voting and related rights attached to the securities standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts (including conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights in respect of any item of security in a Luxembourg Basic Clearing Member Pledged Securities Accounts) may be exercised by the Pledgor.

Until CBL is notified to the contrary by the Pledgee, CBL shall follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions.

The Pledgor hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor as set out above, it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority described above and undertakes to ratify whatever the Pledgee causes to be done under such authority. The Pledgor hereby agrees and confirms that CBL shall not be liable and that the Pledgor indemnifies, exonerates and holds CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements), incurred by CBL as a result of, or arising out of any action taken by the Pledgee under the authorisation described above.

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 6 of Schedule 1 to the Eurex Clearing Pledge Agreement. In accordance with the above account control mechanism, any communication, notification and instruction in respect of enforcement shall be solely given by the Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and the Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or the Pledgee.

The Pledgor hereby expressly authorises CBL to disclose to the Pledgee through the communication means selected by the Pledgee (the "**Authorisation**") any reports and any information related to the Luxembourg Basic Clearing Member Pledged Securities Account(s) (the "**Information**").

The Pledgor hereby agrees to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Pledgee of all or any part of the Information.

Each of the Pledgor and the Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Pledgor, CBL will no longer be entitled to provide to the Pledgee any Information related to the Pledgor hereunder and the Pledgor and the Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Pledgor and/or to the Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond CBL's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Pledgor and/or the Pledgee or of their respective counterparty's

depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, order routers; the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection or deposit or crediting to the Luxembourg Basic Clearing Member Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Pledgor and/or the Pledgee.

The Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL's retention right and pledge pursuant to Articles 43 and 44 Section I of the General Terms and Conditions with respect exclusively to the Relevant Pledged Assets standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein. This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets standing from time to time to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s).

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Acting for the Pledgor

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Eurex Clearing AG

Acting for Eurex Clearing AG (as the Pledgee)

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Clearstream Banking S.A.

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

Schedule 1 – Attachment 2
Form of Notice to be given to Clearstream Banking S.A. in Case
of an Event of Default/Enforcement Event for Luxembourg
Basic Clearing Member Pledged Securities Accounts

To:

Clearstream Banking S.A.
To the attention of _____
42, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

cc:

_____ (Name)
_____ (Address)
(the “**Pledgor**”)

From:

Eurex Clearing Aktiengesellschaft
Mergenthalerallee 61,
65760 Eschborn,
Federal Republic of Germany
Registered in the commercial register of the
local court (Amtsgericht) in Frankfurt am
Main under HRB 44828
(as “**Pledgee**”)

_____ (Date)

Dear Sirs,

Notice of an Enforcement Event

We refer to the bank account bearing number _____ (the “**Luxembourg Basic Clearing Member Pledged Securities Account**”) opened in the name of the Pledgor with your institution.

We hereby give you notice pursuant to Clause 6.2 of Schedule 1 attached to the pledge agreement dated _____ between the Pledgor and our institution as Pledgee (the “**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the Relevant Pledged Assets].

Yours sincerely,

_____ (Pledgee)

By: _____

Name: _____

Title: _____

Schedule 2 – Pledges relating to Basic Clearing Member Margin in Luxembourg Securities Accounts held by the Third Party Pledge Holder (Triparty Version)¹

This schedule 2 (the “**Schedule 2**”) is entered into

BETWEEN:

- (1) the Basic Clearing Member (as defined above in the agreement to which this Schedule 2 is attached (the “**Agreement**”)) as pledgor (the “**Pledgor**”);
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany, as pledgee (“**Eurex Clearing AG**” or the “**Pledgee**”); and
- (3) the Third Party Pledge Holder (as defined in the Agreement) as third party pledge holder (*tiers détenteur de gage*) (the “**Third Party Pledge Holder**”).

The Pledgor, Eurex Clearing AG and the Third Party Pledge Holder are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”.

The Parties agree as follows:

⁶¹ In case a specific operation/construction involves several Third Party Pledge Holders (for instance, a Clearing Agent and a Third Party Account Holder), all having signed the main Agreement (the Agreement being hence a multiparty agreement), this Schedule 2 shall be read as governing the relationship between the Pledgor, the Pledgee and a relevant Third Party Pledge Holder (the “**Relevant Third Party Pledge Holder**”) in a triparty manner and with respect to the relevant Collateral Accounts opened in the name of that Relevant Third Party Pledge Holder and excluding any other Third Party Pledge Holder (the “**Other Third Party Pledge Holder**”) and the Collateral Accounts opened in the name of the Other Third Party Pledge Holder.

Accordingly, the analysis of the required notices to be served to CBL under Attachments 1 or 2 hereunder (as applicable) shall be made by reference to each triparty relationship considering the relevant type of Collateral Accounts of the Relevant Third Party Pledge Holder and the role of the Relevant Third Party Pledge Holder (whether it is the Collateral Giver or not).

In the above context:

(a) where Luxembourg Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder may only be the Clearing Agent and a notice in the form of Attachment 1 hereto will be required;

(b) where CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder (which may either be the Clearing Agent or the Third Party Account Holder) will be required to serve a notice to CBL in accordance with Attachment 2 hereto if it is not the Collateral Giver. In case it is the Collateral Giver, no notices are required to be made specifically under this Agreement.

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used in this Schedule 2 shall have the meaning given to them (including by way of reference therein) in the text of the Agreement and:

“CBL” means Clearstream Banking S.A., a company incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248.

“CBL Governing Documents” means the “Governing Documents of CBL”, as defined in the general terms and conditions of CBL to which the relevant Collateral Account is subject.

“CmaX Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a CmaX Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Third Party Pledge Holder.

“Collateral Account” means each of the Luxembourg Basic Clearing Member Pledged Securities Account(s), the CmaX Basic Clearing Member Pledged Securities Account(s) and the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s).

“Collateral Giver” means the collateral giver under the Collateral Management Service Agreement for Collateral Giver, which may either be the Pledgor or the Third Party Pledge Holder, in this later case only when the Pledgor is not eligible to be a client of CBL.

“Collateral Management Service Agreements” means, in particular as regards the collateral provided under Clause 3 and Clause 4 of this Schedule 2, (i) the collateral management service agreement for collateral givers, including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement to be entered into by CBL and the Collateral Giver as collateral giver, as may be amended by CBL and the Collateral Giver from time to time by way of side letter or otherwise (the **“Collateral Management Service Agreement for Collateral Giver”**), and (ii) the collateral management service agreement for collateral receivers including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) to be entered into by CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise.

“Distributions”: all assets received or receivable from time to time by the Pledgor in respect of the Securities, whether by way of principal, premium, interest, dividend, return on capital or otherwise.

“Enforcement Event” means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation.

“Event of Default” means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor, (b) an Enforcement Event or (c) in relation to the Third Party Pledge Holder, the termination of the appointment of the Clearing Agent [or, as the case may be, an Insolvency Event affecting any other Third Party Account Holder].

“GC Pooling Re-Use Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a GC Pooling Re-Use Basic Clearing Member Pledged Securities Account (as defined in that Clause) in the name of the Third Party Pledge Holder.

“Insolvency Event” has the same meaning as the term “Insolvency Related Events” contained in Chapter I Part 1 Number 7.2.1 Paragraph (5) of the Clearing Conditions with respect to the Pledgor.

“Law on financial collateral arrangements” means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

“Luxembourg Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a Luxembourg Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Third Party Pledge Holder.

“Pledge” means the first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets and created pursuant to Clauses 2.1, 3.1 or 4.1 below.

“Relevant Pledged Assets” means all Securities (as well as any Distributions thereunder to the extent that these shall also be the subject matter of the Pledge in accordance with this Schedule 2) which are at present or are in the future credited to the relevant Collateral Account for the purpose of securing the Relevant Secured Liabilities.

“Relevant Secured Liabilities” means all BCM Secured Claims.

“Securities” means all book-entry securities which are deposited to the credit of a Collateral Account as Basic Clearing Member Margin.

“Voting and Related Rights” with respect to any Security, means any voting right attached to it as well as any other rights, including, without limitation, rights related to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights of similar nature.

1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 2 to:

- (a) the “**Pledgor**”, the “**Pledgee**”, the “**Third Party Pledge Holder**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) “**assets**” includes present and future properties, revenues and rights of every description.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule 2 to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

2 Special Provisions with respect to Relevant Pledged Assets in Luxembourg Basic Clearing Member Pledged Securities Accounts

If one or more Luxembourg Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

2.1 Creation of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Luxembourg Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Third Party Pledge Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account pursuant to and in accordance with this Schedule 2, and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account for the benefit of the Pledgor, as owner of the Relevant Pledge Assets and pledgor, and Eurex Clearing AG, as pledgee.

The Parties hereby agree that each Luxembourg Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 2.2 (*Perfection of the Pledge*).

2.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant Luxembourg Basic Clearing Member Pledged Securities Account, shall be designated in CBL's books as collectively pledged in favour of the Pledgee.

For this purpose, upon the execution of the Agreement, the Pledgor, the Third Party Pledge Holder and the Pledgee shall execute the notice of Pledge set out in Attachment 1 hereto, the original executed version of which shall then as soon as reasonably possible be sent by the Collateral Giver to CBL. The Collateral Giver shall ensure that CBL returns a duly acknowledged version of the notice of Pledge to the Pledgee.

Except as provided and permitted otherwise in this Schedule 2, the Parties hereby agree that CBL, shall act solely in accordance with the instructions of the Pledgee, as further set out in the notice to be served in accordance with Attachment 1 hereto.

2.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

The Third Party Pledge Holder shall neither create or permit to create any security over the Relevant Pledged Assets and ensure that CBL waives any security created pursuant to the CBL Governing Documents in accordance with Attachment 1 hereto.

The Pledgor shall at its own expense promptly and duly execute and make all such assurances and do acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any Luxembourg Basic Clearing Member Pledged Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and the exercise of all powers, authorities and discretions vested in the Pledgee. The Third Party Pledge Holder agrees, at the Pledgor's expenses, to cooperate and take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement.

To this end, the Pledgor and the Third Party Pledge Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

2.4 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

The Third Party Pledge Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is entitled to notify CBL of the occurrence of the Event of Default.

2.5 Rights attached to the Relevant Pledged Assets

(a) Voting and Related Rights

Provided that the Pledgor decides (through the Third Party Pledge Holder) to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall arrange for the Third Party Pledge Holder to first take all steps necessary for a release by Eurex Clearing AG of the Pledge over these Relevant Pledged Assets so as to achieve a withdrawal of the Relevant Pledged Assets from the Luxembourg Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

Distributions credited to the relevant Luxembourg Basic Clearing Member Pledged Securities Account shall form part of the Relevant Pledged Assets.

3 Special Provisions with respect to Relevant Pledged Assets in CmaX Basic Clearing Member Pledged Securities Accounts

If one or more CmaX Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

3.1 Creation of the Pledge

continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the

Relevant Pledged Assets which are at present or are in the future deposited in the relevant CmaX Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Third Party Pledge Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant CmaX Basic Clearing Member Pledged Securities Account pursuant to and in accordance with this Schedule 2 and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant CmaX Basic Clearing Member Pledged Securities Account for the benefit of the Pledgor, as owner of the Relevant Pledge Assets and pledgor, and Eurex Clearing AG, as pledgee.

The Parties hereby agree that each CmaX Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 3.2 (*Perfection of the Pledge*).

3.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant CmaX Basic Clearing Member Pledged Securities Account shall be designated in CBL’s books as collectively pledged in favour of the Pledgee (the “Perfection Requirement”).

For this purpose, on or around the execution of the Agreement, the Collateral Giver shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the “**Appendix A**”), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) are to be pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Collateral Giver through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, or any other Party, to CBL shall be required, without prejudice however to the notice that shall be served by the Third Party Pledge Holder to CBL when the Pledgor is the Collateral Giver, in accordance Clause 3.3 below.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

Except as provided and permitted otherwise in this Schedule 2, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee to it granted in accordance with the provisions of the Collateral Management Service Agreements.

3.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

The Third Party Pledge Holder shall not permit to create any security over the Relevant Pledged Assets and to the extent that the Third Party Pledge Holder is not the Collateral Giver, ensure that CBL waives any security created pursuant to the CBL Governing Documents over the CmaX Basic Clearing Member Pledged Securities Accounts in accordance with Attachment 2 hereto.

To the extent that the Pledgor is not the Collateral Giver, it agrees and accepts that it shall at its own expense promptly and duly execute, give all such assurances and undertake all acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any CmaX Basic Clearing Member Pledged Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee.

The Third Party Pledge Holder agrees, at the Pledgor's expenses, to cooperate and take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement and this Schedule.

To this end, the Pledgor and the Third Party Pledge Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

3.4 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

The Third Party Pledge Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the CmaX Basic Clearing Member Pledged Securities Accounts, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the CmaX Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

3.5 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral in the CmaX Basic Clearing Member Pledged Securities Account(s) in accordance with the Clearing Conditions.

The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first arrange for the substitution of the Relevant Pledged Assets in accordance with item (c) below. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CmaX Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant CmaX Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

(c) Substitutions

Substitutions of Relevant Pledged Assets will be operated by CBL in accordance with the provisions of the Collateral Management Service Agreements.

4 Special Provisions with respect to Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts

If one or more GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

4.1 Creation of the Pledge

As continuing first ranking security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the GC Pooling Re-

use Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

The Third Party Pledge Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account pursuant to and in accordance with this Schedule 2 and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account for the benefit of the Pledgor, as owner of the Relevant Pledge Assets and pledgor, and Eurex Clearing AG, as pledgee.

The Parties hereby agree that each GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 4.2 (*Perfection of the Pledge*).

4.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be designated in CBL’s books as collectively pledged in favour of the Pledgee (the “**Perfection Requirement**”).

For this purpose, on or around the execution of the Agreement, the Collateral Giver shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the “**Appendix A**”), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) is to be pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Collateral Giver through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, or any other Party, to CBL shall be required, without prejudice however to the notice that shall be served by the Third Party Pledge Holder to CBL when the Pledgor is the Collateral Giver, in accordance Clause 4.5 below.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

4.3 Marking to Market

The marking to market of Basic Clearing Member Margin shall be made by CBF in accordance with SC Xemac.

The delivery of additional securities as Basic Clearing Member Margin or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

4.4 Substitution

The substitution of Relevant Pledged Assets will be operated by CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

4.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

The Third Party Pledge Holder shall not permit to create any security over the Relevant Pledged Assets and to the extent that the Third Party Pledge Holder is not the Collateral Giver, ensure that CBL waives any security created pursuant to the CBL Governing Documents over the GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts in accordance with Attachment 2 hereto.

To the extent that the Pledgor is not the Collateral Giver, it agrees and accepts that it shall at its own expense promptly and duly execute, give all such assurances and undertake all acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any GC Pooling Re-use Basic Clearing Member Pledged Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee.

The Third Party Pledge Holder agrees, at the Pledgor's expenses, to take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement and this Schedule.

To this end, the Pledgor and the Third Party Pledge Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

4.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

The Third Party Pledge Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities

Account, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

4.7 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral in the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first arrange for the substitution of the Relevant Pledged Assets in accordance with Clause 4.4 above. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

5 Representations, Warranties and Covenants

5.1 With respect to Luxembourg Basic Clearing Member Pledged Securities Accounts and Collateral Accounts where the Pledgor is not a party to the Collateral Management Service Agreement for Collateral Giver, the Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (b) it has the right to pledge the Relevant Pledged Assets;
- (c) without prejudice to those actions referred to in (i) Clause 2.2 when Luxembourg Basic Clearing Member Pledged Securities Accounts are concerned, (ii) Clause 3.2 when CmaX Basic Clearing Member Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 3.3 when the Third Party Pledge Holder is not the Collateral Giver) and (iii) Clause 4.2 when GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 4.5 when the Third Party Pledge Holder is not the Collateral Giver), the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest in the Luxembourg Pledged Securities Accounts in favour of the Pledgee not subject to any prior or *pari passu* encumbrance and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (d) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
- (e) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule;
- (f) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
- (g) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any Basic Clearing Member Pledged Securities Account; and
- (h) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.

5.2 With respect to Luxembourg Basic Clearing Member Pledged Securities Accounts and Collateral Accounts where the Third Party Pledge Holder is not a party to the Collateral Management Service Agreement for Collateral Giver, the Third Party Pledge Holder hereby represents and covenants that:

- (a) it is (and will remain) the holder of the Collateral Accounts;
- (b) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Collateral Account (otherwise than pursuant to the Pledge);
- (c) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule;
- (d) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
- (e) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any Collateral Account; and
- (f) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.

5.3 The Pledgor and the Third Party Pledge Holder covenant that until the Pledge shall be released by the Pledgee, they will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Collateral Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 5 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any Collateral Account.

6 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree, and the Third Party Pledge Holder acknowledge, that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Collateral Accounts during the term of the Pledge.

This Clause shall supersede any existing arrangement in this regard and, to the extent applicable and between the Parties only, shall prevail on any provision of the Collateral Management Service Agreements in this regard.

7 Enforcement

7.1 Realization of the Relevant Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event, which is continuing, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof as determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation; in the latter case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions, at a stock exchange or by public auction held by a public officer designated by the Pledgee;
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by an expert; and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

7.2 Notification to CBL of an Event of Default or Enforcement Event

At any time while an Event of Default or Enforcement Event is continuing, the Pledgee may (without any obligation) notify CBL that an Event of Default or Enforcement Event has occurred substantially in the form of the notice attached hereto as Attachment 3 for Luxembourg Basic Clearing Member Pledged Securities Accounts or in accordance with the procedures and notifications provided for in the Collateral Management Service Agreements for CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts.

7.3 Limitation on realisation

The Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this Clause 7.3, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor or the Third Party Pledge Holder as Basic Clearing Member Margin for the Pledgor, in accordance with the instructions of the Pledgor to the Pledgee.

8 Order of Distributions

All amounts received or recovered by the Pledgee in the exercise of its rights under this Schedule 2 shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor or any other person entitled to it, or to the Third Party Pledge Holder as Basic Clearing Member Margin for the Pledgor, in accordance with the instructions of the Pledgor to the Pledgee.

9 Liability of the Pledgee

The Pledgee shall not be liable to the Pledgor or the Third Party Pledge Holder for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

10 Other Provisions

10.1 Continuing Security

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule 2.

10.2 Immediate recourse

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule 2.

11 Notices

Each communication to be made between the Parties under or in connection with this Schedule 2 shall be made in accordance with the relevant provisions of the Basic Clearing Member Clearing Agreement and the Clearing Conditions.

12 Rights, Waivers and Determinations

12.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), the corresponding terms of the Basic Clearing Member Clearing Agreement, the Clearing Conditions and of the Agreement to which this Schedule is attached (including this Schedule 2) shall prevail.
- (b) The provisions of this Schedule 2 are without prejudice to the provisions of the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement . In case of inconsistency, the provisions in the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule 2 which shall be overriding.

12.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions, the Basic Clearing Member Clearing Agreement and the Agreement (including this Schedule 2) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

13 Amendments

None of the terms or provisions of this Schedule 2 may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee, the Pledgor and the Third Party Pledge Holder.

14 Assignment

Unless otherwise provided for in the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), neither the Pledgor nor the Third Party Pledge Holder shall assign any of its rights or claims under this Schedule 2 except with the prior written consent of all the other Parties.

15 Severability

Any provision in this Schedule 2 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16 Headings

The Clause headings used in this Schedule 2 are for convenience of reference only and shall not affect the construction of this Schedule 2.

Schedule 2 – Attachment 1
Form of Notice of Pledge with Respect to Luxembourg
Basic Clearing Member Pledged Securities Accounts

by Registered Mail

To:

Clearstream Banking S.A., société anonyme
 42, avenue John F. Kennedy
 L-1855 Luxembourg
 R.C.S. Luxembourg B 9248
 (“CBL”)

From:

* Pledgor

* Address line 1 *Street no.

* Address line 2

* Postal code *Town/city

* Country

* First name and surname of the contact person

* Phone *Fax

* E-mail

Eurex Clearing Aktiengesellschaft
 Mergenthalerallee 61,
 65760 Eschborn,
 Federal Republic of Germany
 Registered in the commercial register of the
 local court (Amtsgericht) in Frankfurt am
 Main under HRB 44828
 (as “Pledgee”)

* Third Party Pledge Holder (as
"Account Holder")

* Address line 1 *Street no.

* Address line 2

* Postal code *Town/city

* Country

* First name and surname of the contact person

* Phone *Fax

* E-mail

_____ (Date)

Dear Sirs,

We would like to hereby notify you that the Pledgor has pledged in favour of the Pledgee the assets standing to the credit of the account(s) numbered:

Account number(s)	Account name(s)

that have been opened in the name of the Account Holder in your books (each a “**Luxembourg Basic Clearing Member Pledged Securities Account**”) in accordance with a pledge agreement dated _____ between the Pledgor as pledgor, the Account Holder as third party pledge holder and the Pledgee as pledgee, and in particular its Schedule 2 (the “**Eurex Clearing Pledge Agreement**”).

We would be grateful if CBL could designate any securities standing from time to time to the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account maintained by CBL in the name of the Account Holder, as pledged in CBL’s books, collectively for the benefit of the Pledgee. Please note that the pledge created pursuant to the Eurex Clearing Pledge Agreement also covers any payments of principal as well as any distributions composed of interest, dividends or other distributions of any kind whatsoever with respect to any security in the credit of a Luxembourg Basic Clearing Member Pledged Securities Account.

In accordance with article 5, paragraph (2), item (a) (iv) of the law of 5 August 2005 on financial collateral arrangements, as amended, the Account Holder will hold the Relevant Pledged Assets in the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account as third party pledge holder for the benefit of the Pledgee, as pledgee, and the Pledgor, as owner of the Relevant Pledged Assets and pledgor.

As part of this account control mechanism, the Account Holder, the Pledgee and the Pledgor hereby authorise and instruct CBL to solely follow the instructions of the Pledgee with respect to the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL’s general terms and conditions (the “**General Terms and Conditions**”). Such instructions or notices can include, without limitation, the debit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect thereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Luxembourg Basic Clearing Member Pledged Securities Account(s).

No voting and related rights attached to the securities standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts (including conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights in respect of any item of security in a Luxembourg Basic Clearing Member Pledged Securities Accounts) may be exercised by the Pledgor (through the Account Holder).

Until CBL is notified to the contrary by the Pledgee, CBL shall follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions. CBL shall only proceed with any substitution of assets standing to the credit of a Luxembourg Basic Clearing Member Pledged Securities Account provided that it is so instructed by the Pledgee.

Each of the Pledgor and the Account Holder hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor and the Account Holder as set out above, the Pledgor and the Account Holder shall be fully liable to CBL, each for its relevant obligations created pursuant to the authority described above and undertake to ratify whatever the Pledgee causes to be done under such authority. Each of the Pledgor and the Account Holder hereby agrees and confirms that CBL shall not be liable and that the Pledgor and the Account Holder shall, each with respect to its relevant obligations vis-à-vis CBL, indemnify, exonerate and hold CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements), incurred by CBL as a result of, or arising out of any action taken by the Pledgee under the authorisation described above.

Upon the occurrence of an Enforcement Event which is continuing and notified to CBL, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 7 of Schedule 2 to the Eurex Clearing Pledge Agreement. In accordance with the above account control mechanism, any communication, notification and instruction in respect of an enforcement shall be solely given by the Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and the Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or the Pledgee.

The Account Holder hereby expressly authorises CBL to disclose to the Pledgee and the Pledgor through the communication means selected by the Pledgee and the Pledgor (the "**Authorisation**") any reports and any information related to the Luxembourg Basic Clearing Member Pledged Securities Account(s) (the "**Information**").

The Pledgor and the Account Holder hereby agree to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Pledgor or the Pledgee of all or any part of the Information.

Each of the Pledgor and the Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Pledgor or the Account Holder, CBL will no longer be entitled to provide to the Pledgee and the Pledgor any Information and the Pledgor, the Account Holder and the Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Account Holder, the Pledgor and/or to the Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond CBL's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Account Holder, the Pledgor and/or the Pledgee or of their respective counterparty's depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, order routers; the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection or deposit or crediting to the Luxembourg Basic Clearing Member Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Account Holder, the Pledgor and/or the Pledgee.

The Account Holder, the Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL's retention right and pledge pursuant to Articles 43 and 44 Section I of the General Terms and Conditions with respect exclusively to the Relevant Pledged Assets standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.

This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets standing from time to time to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s).

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Acting for the Pledgor

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Acting for Eurex Clearing AG (as the Pledgee)

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

Schedule 2 – Attachment 2
Form of Notice of Waiver of First Ranking Pledge Over CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts When the Third Party Pledge Holder is not the Collateral Giver

by registered mail

To:

Clearstream Banking S.A., société anonyme
 42, avenue John F. Kennedy
 L-1855 Luxembourg
 R.C.S. Luxembourg B 9248
 (“CBL”)

cc:

_____ (Name)
 _____ (Address)
 (as “Pledgor”)

cc:

Eurex Clearing Aktiengesellschaft
 Mergenthalerallee 61,
 65760 Eschborn,
 Federal Republic of Germany
 Registered in the commercial register of the local court
 (*Amtsgericht*) in Frankfurt am Main under HRB 44828
 (as “Pledgee”)

From:

* Third Party Pledge Holder (as
 “Account Holder”)

* Address line 1 *Street no.

* Address line 2

* Postal code *Town/city

* Country

* First name and surname of the contact person

* Phone *Fax

* E-mail

_____ (Date)

Dear Sirs,

Please be informed that the Pledgor has pledged in favour of the Pledgee the assets standing to the credit of the account(s) numbered:

Account number(s)	Account name(s)

that have been opened in the name of the Account Holder in your books (each a “**Collateral Account**”) in accordance with a pledge agreement dated _____ between the Pledgor as pledgor, the Account Holder as third party pledge holder and the Pledgee as pledgee, and in particular its Schedule 2 (the “**Eurex Clearing Pledge Agreement**”).

The pledge created in favour of the Pledgee has been notified to you by the Pledgor when entering into the collateral management services agreement for collateral givers with you, and completing Appendix A thereunder.

In the above context we hereby request CBL, and by signing the present notice CBL accepts, to waive CBL’s retention right and pledge pursuant to Articles 43 and 44 Section I of CBL’s General Terms and Conditions with respect exclusively to the pledged assets standing to the credit of the Collateral Account(s). This waiver shall serve to supplement and amend CBL’s General Terms and Conditions with respect to the subject matter contained herein.

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Acting for the Account Holder

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

Schedule 2 – Attachment 3
Form of Notice To Be Given To Clearstream Banking S.A.
in Case Of An Event of default or Enforcement Event for
Luxembourg basic clearing member pledged securities accounts

To:

Clearstream Banking S.A.
To the attention of _____
42, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

cc:

_____ (Third Party Pledge Holder)

_____ (the “**Account Holder**”)

cc:

_____ (Pledgor)

_____ (the “**Pledgor**”)

From:

Eurex Clearing Aktiengesellschaft
Mergenthalerallee 61,
65760 Eschborn,
Federal Republic of Germany
Registered in the commercial register of the
local court (Amtsgericht) in Frankfurt am
Main under HRB 44828
(as “**Pledgee**”)

_____ (Date)

Dear Sirs,

Notice of an Enforcement Event

We refer to the bank account bearing number _____ (the “**Pledged Securities Account**”)
opened in the name of the Account Holder with your institution.

We hereby give you notice pursuant to Clause 7.2 of Schedule 2 attached to the pledge agreement
dated _____ between the Account Holder, the Pledgor and our institution as Pledgee (the
“**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the
Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the Relevant Pledged Assets].

Yours sincerely,

_____ (Pledgee)

Name: _____

Title: _____

**Schedule 3 –
Form of Notice of Pledge
to Clearstream Banking AG**

by registered mail

To :

Clearstream Banking AG
60485 Frankfurt am Main
(“CBF”)

From:

* _____
Basic Clearing Member

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

_____ (Date)

Notice of pledge of securities in securities account(s) or sub-account(s)

Dear Sirs,

We hereby notify you that [*Basic Clearing Member*] (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”), in accordance with a pledge agreement dated _____ between the Pledgor and the Pledgee (the “**Pledge Agreement**”) any securities that are currently or are in the future standing to the credit of the following securities account(s) or sub-accounts held with you in the name of the Pledgor:

Account/Sub-Account holder name	Account/Sub-Account number

Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of all securities that are or will at any time be credited to any such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention.

CBF waives any prior ranked pledge it may have subject to No. XXVII of CBF’s GTCs or any other retention right with respect to the above mentioned securities account(s).

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to Eurex Clearing AG, Member/Vendor Services & Admission / Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

Name and capacity

Acting for the Pledgor

* * * * *

We hereby confirm receipt, acknowledge the terms of the letter set out above and agree to waive any prior ranked pledge we may have subject to No. XXVII of CBF's GTCs or any other retention right with respect to the above mentioned securities account(s).

Date of Receipt

Clearstream Banking AG

Clearstream Banking AG

Name

Name

Function

Function
