

Appendix 5 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

for the Clearing of GC Pooling Repo Transactions with the holder
of an ISA Direct Light License

As of 24.10.2022

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 an ISA Direct Light License (the “**ISA Direct Light License Holder**”); 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 ISA Direct Light License Holder 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 but not defined 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 IV Part 3 of the Clearing Conditions. The legal relationship between the Parties shall be construed in accordance with Chapter IV Part 3 Number 3.1 of the Clearing Conditions. Instructions of the ISA Direct Light License Holder that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG.
2. The Clearing Currency and the Termination Currency is Euro (EUR).
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 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 on Eurex Clearing Website. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
4. Eurex Clearing AG charges fees from the ISA Direct Light License Holder 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 ISA Direct Light License Holder hereby (i) makes the representations and warranties pursuant to Number 1.7 of the General Clearing Provisions, (ii) gives all debit instructions and grants all powers of attorney and authorizations required pursuant to the Clearing Conditions, in particular pursuant to Chapter IV Part 3 of the Clearing Conditions, (iii) undertakes to satisfy the prerequisites of the ISA Direct Light License at any time during the term of this Agreement and (iv) agrees to the conclusion of Transactions pursuant to Chapter IV Part 3 Number 3.2.1 and 3.2.2 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 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 5 of the Clearing Conditions.

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the ISA Direct Light License Holder by executing an amended and restated version of this Agreement.
8. Unless otherwise provided for in the Clearing Conditions, the ISA Direct Light License Holder 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.

AUTHORIZED SIGNATURES
to the Clearing Agreement

_____	_____	_____
[insert legal name] (as ISA Direct Light License Holder)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	

Eurex Clearing AG

	_____	_____
	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	

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