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CHAPTERS I, IV, V AND VIII WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

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## Chapter I General Provisions

[...]

### Part 1 General Clearing Provisions

[...]

#### 10 Default Rules applicable to a Non-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 ~~Transaction pursuant to a~~ Client Clearing Agreement ~~(as defined in Subpart D Number 2.1.1 of the Individual Clearing Model Provisions)~~, 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 ~~(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. The Clearing Member shall inform Eurex Clearing AG ~~shall immediately be informed~~ about the submission of such request ~~by such Clearing Member~~.

[...]

10.2.1 In case a Non-Clearing Member which is admitted to trading on the Eurex Exchanges or the FWB does not fulfil the 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 defined in Subpart D Number 2.1.1 of the Individual Clearing~~

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~~Model Provisions~~), as the case may be, the respective Clearing Member may – instead of a written application pursuant to Number 10.1 – 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 Exchanges, the FWB or the system of Eurex Clearing AG (hereinafter jointly referred to as “**System**”) pursuant to Number 12.3 that it is no longer willing to conduct the Clearing of Eurex Transactions and FWB Transactions of the concerned Non-Clearing Member on the respective Market or the Markets. In case of FWB Transactions, the Clearing Member must notify the respective Non-Clearing Member of the use of the Stop Button without delay.

[...]

## 11 Default Rules applicable to Registered Customers

11.1 If a Registered Customer fails to perform any of its obligations due under a Transaction or under the Clearing Agreement or if an event of default occurs in respect of the Registered Customer under a ~~Transaction pursuant to a~~ Client Clearing Agreement ~~(as defined in Part 3 Subpart D Number 2.1.1 of the Individual Clearing Model Provisions)~~, as the case may be, ~~to the Clearing Member~~, Eurex Clearing AG will – upon written request ~~to Eurex Clearing AG~~ 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 and reject novations of transactions with respect to the relevant Registered Customer for the duration of such failure or event of default.

[...]

## Part 3 The Individual Clearing Model Provisions

[...]

### Part 3 Subpart B: Tripartite-Provisions regarding the Individual Clearing Model for ICM-ECD and for ICM-CCD

[...]

## 3 Obligation of the Clearing Member to forward received Settlement Assets or Eligible Margin Assets

### 3.1 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 ~~(or any cash or securities income in respect of any such~~

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~~Eligible Margin Asset~~ under the relevant Standard Agreement from Eurex Clearing AG or (ii) Settlement Assets to settle a Relevant Transaction or an amount of Eligible Margin Assets to deliver or redeliver cover in respect of the Relevant Margin ~~(or any cash or securities income in respect of any such Eligible Margin Asset)~~ under the Relevant Agreement from the ICM Client, as the case may be, the Clearing Member shall – always subject to Subpart A Number 5.3.2 and any applicable termination provisions – promptly transfer the same amount of equivalent Settlement Assets or Eligible Margin Assets ~~(or cash or securities income in respect of any such Eligible Margin Asset)~~ to the ICM Client or Eurex Clearing AG, respectively. The same applies with respect to a redelivery of Non-Eligible Margin Assets.

## Chapter IV Clearing of Transactions at Eurex Repo GmbH (Eurex Repo)

[...]

### Part 1 General Provisions

[...]

#### 1.3 Setoff Procedure

Regarding GC Pooling Repo transactions, the setoff of claims and liabilities is – in ~~addition-deviation~~ to Chapter I Part 1 Number 1.3 ~~and Part 2 Number 5~~ – subject to the provisions of the SB Xemac.

[...]

## Chapter V Transactions Concluded at the Frankfurter Wertpapierbörse

[...]

### Part 2 Clearing of transactions concluded at the Frankfurter Wertpapierbörse (FWB)

[...]

#### 2.2.1 Failure to Deliver Securities

[...]

(6) Contractual Penalty

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[...]

(b) Non-delivery of Securities

A Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG if it does not deliver Shares and Other Securities on which dividend or bonus payments are payable pursuant to Number 2.3 Paragraph (2)(a) ~~or which provide for additional rights pursuant to Number 2.3 Paragraph (2)(b)~~. This contractual penalty applies regardless of actual damages incurred by Eurex Clearing AG.

[...]

## Chapter VIII Clearing of OTC Derivative Transactions

[...]

### Part 2 Clearing of OTC Interest Rate Derivative Transactions

[...]

#### 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

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- Amount of the initial payments/fees (specify zero, if none)
- Payment date for the initial payment.

~~For the avoidance of doubt, "No Adjustment" (Section 4.10 of the 2006 ISDA Definitions) shall not apply to ISDA Interest Rate Derivative Transactions.~~

[...]

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