Announcement of Outsourcing of Back-Office Functions of Eurex Trading Members (NCMs)

Eurex Deutschland/Eurex Zürich
c/o Eurex Frankfurt AG
Member Services & Admission
60485 Frankfurt am Main

Fax Chicago: +1-312-544 1001
Fax Frankfurt am Main: +49-69-211-1 16 41
Fax London: +44-207-862 7297
Fax Paris: +33-1-55 27 67 50
Fax Zürich: +41-43 430 72 60

Eurex Member ID

Applicant

Name of the applying exchange participant

Address 1 | Street No

Address 2

Zip Code | City

Country

Contact person

First name / Last name

Telephone | Fax

E-mail

Announcement of outsourcing of back-office functions

Pursuant to Chapter 1 Section 1 Number 15.2 of the Clearing Conditions for Eurex Clearing AG, we (Trading Member at Eurex Deutschland/Eurex Zürich) hereby announce the outsourcing of one or more of the following back-office functions:

Give-up/Take-ups
Position Transfers
Exercises & Assignments
Trade and Position Adjustments

The outsourcing shall take effect on _____ after close of trading.
(ddmmyyyy)

The outsourcing arrangement is

☐ limited to the following date _____.

☐ unlimited.

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The following company will insource the back-office functions:

Insourcer

Company name

Street | No. | Zipcode | City

Country | Registered location

The following staff members of the outsourcer and the insourcer will be available during regular business hours relating to the outsourced functions and have sufficient German and/or English language skills:

Contact person (Insourcer):

First Name

Last Name

Phone | Fax

E-mail

Contact person (Outsourcer):

First Name

Last Name

Phone | Fax

E-mail

Additionally, we confirm the following in connection with the outsourcing:

☐ Notwithstanding the operational outsourcing of the back-office functions, we will remain fully responsible for the orderly conduct of the outsourced functions towards Eurex Clearing AG at any time.

☐ 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.

☐ The orderly conduct of the outsourced functions is ensured. The insourcer has adequate resources and expertise. Concerning this matter, we have obliged the insourcer in particular to:

- ☐ keep customer-related data confidential and protected and to use such customer-related data only for the purposes of fulfilling the outsourced functions.
- ☐ appoint a qualified back-office staff member (QBO), who will be registered via eXAS.

☐ The outsourcing is supervised by appropriate procedures documented in writing including audits on a regular basis at the insoucer.

☐ The access to the outsourced functions is ensured at any time and an internal qualified back-office staff member (QBO) is registered. This only applies for trading members participating in the Individual Clearing Model.

☐ Guidelines for each outsourced function are established that the insourcer must follow in performing such outsourced functions.

☐ The limitations on self-contracting pursuant to section 181 of the German Civil Code (Bürgerliches Gesetzbuch) or similar provisions in other applicable laws are complied with in respect of the outsourced functions, in particular with respect to the establishment of Transactions.

☐ In the case of a direct technical connection of the insourcer to the systems of Eurex Clearing AG, procure that all consents and authorisations that are necessary for the transfer of personal data from Eurex Clearing AG to the insourcer and for any other processing or use of personal data, in connection with the outsourced functions, are in place. The Connection Agreement of Eurex Clearing AG is in place.

In case of a sub-outsourcing pursuant to Chapter 1, Section 1 Number 15.2.2 of the Clearing Conditions for Eurex Clearing AG:

The outsourcer agrees herewith to the announced outsourcing of his insourcer.

Signature (Name in capital letters)

If the insourcer is a third party and not the Exchange Member's clearing member, the clearing member gives its consent by means of signing the form.

Place and date

Stamp and signature of the Compliance Officer of the clearing member (name in capitals)

Place and date

Stamp and signature of Exchange Member/ Non-Clearing Member (name in capitals)