

## Eurex Clearing Circular 026/18

# End of Consultation on changes and amendments of Special Provisions of the Clearing Conditions of Eurex Clearing AG regarding the introduction of clearing and settlement services for OTC Currency Products: Further amendments of the Clearing Conditions and Price List of Eurex Clearing AG and other related documents

### Summary

This circular contains information with respect to Eurex Clearing's service offering and corresponding amendments to the Clearing Conditions of Eurex Clearing AG (Clearing Conditions), Price List of Eurex Clearing AG (Price List) and other related documents regarding the following topics:

1. End of Consultation on changes and amendments of Special Provisions of the Clearing Conditions of Eurex Clearing AG regarding the introduction of clearing and settlement services for OTC Currency Products
2. Further amendments of such Clearing Conditions with respect to Prefunding Amounts and the Post-Trade-Event "Trade Amendment" for OTC Cross Currency Swaps
3. Introduction of the pricing scheme for OTC Currency Products and amendments to the Price List of Eurex Clearing AG

Contrary to the originally planned introduction date 26 March 2018, as announced in Eurex Clearing circular 013/18, all amendments referenced in Eurex Clearing circular 013/18, as partly amended by further amendments of the Clearing Conditions with respect to Prefunding Amounts and the Post-Trade-Event "Trade Amendment" for OTC Cross Currency Swaps according to number 2 above, and all other amendments described in this circular will come into effect on **3 April 2018**.

#### Attachments:

1. + 2. Updated sections of the Clearing Conditions of Eurex Clearing AG, in comparison to the version attached to Eurex Clearing circular 013/18 (consultation version)
3. Amended sections of the Price List of Eurex Clearing AG
4. Amended sections of the FX Swap Line Agreement between Eurex Clearing AG and a Clearing Member (compared to the version attached to Eurex Clearing circular 013/18)

**Date:** 5 March 2018

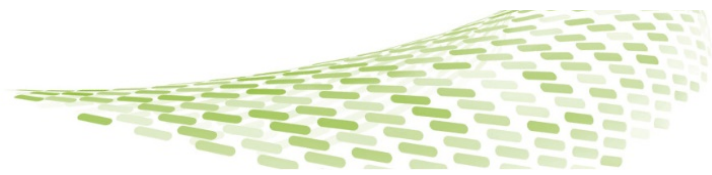
**Recipients:** All Clearing Members, Non-Clearing Members and Registered Customers of Eurex Clearing AG and Vendors

**Authorized by:** Heike Eckert

**Target group:**  
All departments

**Related Eurex Clearing circular:**  
013/18

**Contact:**  
Your Group Client Key Account Manager Clearing,  
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## **End of Consultation on changes and amendments of Special Provisions of the Clearing Conditions of Eurex Clearing AG regarding the introduction of clearing and settlement services for OTC Currency Products: Further amendments of the Clearing Conditions and Price List of Eurex Clearing AG and other related documents**

### **1. End of Consultation on changes and amendments of Special Provisions of the Clearing Conditions of Eurex Clearing AG regarding the introduction of clearing and settlement services for OTC Currency Products**

As announced in Eurex Clearing circular 013/18, Eurex Clearing introduces clearing and settlement services for OTC FX products (FX Spots, Swaps, and Forwards) and Cross Currency Swaps (XCCY Swaps), together called OTC Currency Products.

The amendments relate to Special Provisions of the Clearing Conditions of Eurex Clearing AG (Clearing Conditions) with the consequences that a consultation process (Consultation) was initiated, which started on 2 February 2018 and ended on 2 March 2018. During the Consultation, Eurex Clearing did neither receive any comments from its customers regarding the contemplated amendments, nor any request for the application of a Prolonged Notification Period.

However, contrary to the originally planned introduction date 26 March as announced in Eurex Clearing circular 013/18, the proposed amendments referenced in Eurex Clearing circular 013/18, as partly amended by further amendments of the Clearing Conditions with respect to Prefunding Amounts and the Post-Trade-Event “Trade Amendment“ for OTC Cross Currency Swaps according to number 2 above, and all other amendments described in this circular will come into effect on 3 April 2018.

### **2. Amendments of the Clearing Conditions with respect to Prefunding Amounts and the Post-Trade-Event “Trade Amendment“ for OTC Cross Currency Swaps**

Eurex Clearing amended the concept of Prefunding Amounts and will offer the Post-Trade-Event “Trade Amendment“ for OTC Cross Currency Swaps.

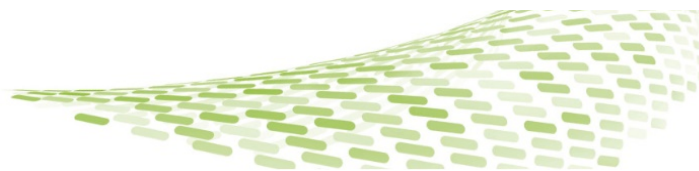
To implement the changes, the following provisions of the Clearing Conditions will be amended as outlined in attachment 2:

- Chapter VIII Part 4 Number 4.9

The relevant amendments will become effective on 3 April 2018. As of this date, the full updated Clearing Conditions will be published on the Eurex Clearing website [www.eurexclearing.com](http://www.eurexclearing.com) under the following link:

#### **Resources > Rules and Regulations**

Pursuant to Chapter I Part 1 Number 17.2.2 and Number 17.2.6 of the Clearing Conditions, each change and amendment of the Clearing Conditions published by this circular to Clearing Members, Non-Clearing Members, Registered Customers, OTC IRS FCM Clients and Basic Clearing Members affected by such change or amendment (Affected Customers) at least fifteen (15) Business Days prior to the effective date indicated herein, is deemed accepted by each Affected Customer, unless it objects by written notice to Eurex Clearing AG within such notification period. The right of Eurex Clearing AG to terminate the Clearing Agreement pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (4) of the Clearing Conditions shall remain unaffected.



### 3. Introduction of the pricing scheme for OTC Currency Products and amendments to the Price List of Eurex Clearing AG

As of 3 April 2018, the following amendments to the Price List of Eurex Clearing AG (Price List) will become effective:

1. Amendments to Number 10.2 et. sqq. of the Price List: Transaction fees for OTC IRS Transactions
2. Introduction of clearing and settlement fees for OTC FX Transactions and OTC XCCY Transactions

#### Standard Pricing Model for OTC FX Transactions

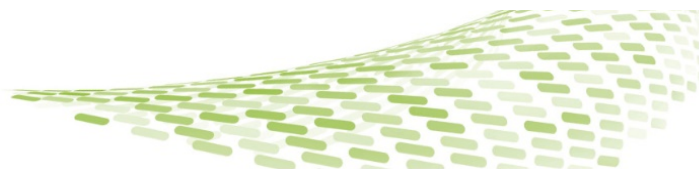
Booking Fee	
	FX Forwards, FX Spot, FX Swaps
Fixed Booking Fee per million notional in base currency	1.50
Maturity Premium per million notional per year in base currency (applicable to transactions with maturities > 2 years)	1.00
Maintenance Fee	
	FX Forward, FX Spot, FX Swap
Maintenance fee per million notional per day in base currency	0.05

The maintenance fee for OTC FX Transactions shall be determined on a daily basis and calculated at the end of a calendar month. The maintenance fee will be charged until the maturity date of the respective OTC FX Forward, FX Spot and FX Swap transaction. For a FX Swap transaction, only the maturity date of the near leg is considered for the calculation of the maintenance fee.

#### Standard Pricing Model for OTC XCCY Transactions

Booking Fee	
	XCCY
Fixed Booking Fee per million notional in base currency	0.50
Maturity Premium per million notional per year in base currency	1.00
Maintenance Fee	
	XCCY
Maintenance fee per million notional per day in base currency	0.02

The maintenance fee for current OTC XCCY Transactions shall be determined on a daily basis and calculated at the end of a calendar month. No maintenance fee will be charged for OTC XCCY Transactions in a given calendar month if such transaction is terminated before or at the end of the last trading day of such calendar month.



**Settlement Fees for OTC FX Transactions and OTC XCCY Transactions**

Settlement Fees for OTC FX and OTC XCCY Transactions	
	FX Swaps
Settlement Fee per million notional in base currency	0.40
	FX Forwards, FX Spot
Settlement Fee per million notional in base currency	0.20
	XCCY
<u>For maturity greater than 3 years:</u> Settlement Fee per million notional per year in base currency (any incomplete maturity will be rounded off to the next complete maturity)	0.40
<u>For maturity less than or equal to 3 years:</u> Settlement Fee per million notional in base currency	1.20

As of 3 April 2018, the amended version of the Price List will be available for download on the Eurex Clearing website under the link:

**Resources > Rules and Regulations > Price list**

Pursuant to Number 14 Paragraph 3 of the Price List, the amendments and additions to the Price List as communicated with this circular shall be deemed to have been accepted by the respective Clearing Member unless such Clearing Member's written objection is submitted to Eurex Clearing AG within ten (10) business days after publication.

If you have any questions or need further information please contact your Group Client Key Account Manager Clearing or send an e-mail to [clearing.services-admission@eurexclearing.com](mailto:clearing.services-admission@eurexclearing.com).

5 March 2018

Chapter I of the Clearing Conditions of Eurex Clearing AG

# General Provisions

As of 03.04.2018

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**AMENDMENTS ARE MARKED AS FOLLOWS:**

**INSERTIONS ARE UNDERLINED**

**DELETIONS ARE CROSSED OUT**

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## Part 1: General Clearing Provisions

[...]

### 17 Miscellaneous

[...]

### 17.2 Changes and Amendments to the Clearing Conditions

[...]

#### 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,
- Chapter III Part 2 Number 2.4 Paragraph (1),
- 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 1.6 Paragraphs (1) and (8),
- Chapter VIII Part 3 Numbers 3.3 to 3.7,
- Chapter VIII Part 4 Number 4.4 to 4.7 and 4.11~~0~~,
- Chapter IX Part 2 Number 2.6.4 Paragraph (4),
- Chapter IX Part 2 Number 2.7.2 Paragraph (2),
- 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,
- Appendix 134 Clause 5 sentence 6,
- 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 Customers, OTC IRS FCM Clients and Basic Clearing Members,
- the DMC Rules and the DM Auction Rules and

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- 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.

[...]



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## Part 4: U.S. Clearing Model Provisions

[...]

### 2.2 General principles applicable to the settlement of OTC IRS FCM Client Transactions and any Delivery and Redelivery of OTC IRS FCM Client Margin

[...]

2.2.3 Subject to Number 3.2.2 Paragraph (2) and (3) of the General Clearing Provisions, the term “**actually delivered**” when used in the U.S. Clearing Model Provisions means

- (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 entry on the Internal OTC IRS FCM Client Margin Account pursuant to Number 5.3.1 Paragraph (3), or
- (ii) an Eligible Margin Asset in the form of Securities has been credited to the relevant OTC IRS FCM Client Pledged Securities Account and such Eligible Margin Asset is subject to a valid pledge in accordance with Number 5.7.1 Paragraph (3), or
- (iii) in the event of a set-off pursuant to Number 4, the legal effectiveness of such set-off.

The term “**actual delivery**” shall be interpreted accordingly.

Where reference is made in the U.S. Clearing Model Provisions to the “**aggregate value**” of Eligible Margin Assets in connection with the assessment of compliance with the Default OTC IRS FCM Client Margin Requirement or an obligation to deliver or redeliver cover in respect of the OTC IRS FCM Client Margin, the aggregate value will be determined by Eurex Clearing AG in accordance with Number 3.2.2 of the General Clearing Provisions.

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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**AMENDMENTS ARE MARKED AS FOLLOWS:**

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## Part 1 General Provisions

[...]

### 1.2 Conclusion of Transactions

[...]

#### 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

[...]

11. 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.

— The terms “Clearing Member GBP OTC Currency Transactions Payment Obligation”, “Clearing Member USD OTC Currency Transactions Payment Obligation”, “GBP Maximum Amount” and “USD Maximum Amount” shall have the meanings given to such terms in Part 3 Number 3.2.1 Paragraph (1)(d) and the term “Settlement Date” shall have the meaning given to such term in Part 3 Number 3.2.1 Paragraph (1)(a); and

[...]

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### 1.2.7 Daily Novation Process

[...]

- (6) A Clearing Member, a Registered Customer, an OTC IRS FCM Client 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 4.109, provided that (i) the cancellation request is entered by the Clearing Member (and, in respect of an OTC IRS FCM Client Transaction, by the relevant OTC IRS FCM Clearing Member acting on behalf of the relevant OTC IRS FCM Client), the Registered Customer, the OTC IRS FCM Client 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, the responsible Clearing Member, in case the request is entered by a Registered Customer, or the relevant OTC IRS FCM Clearing Member (acting on behalf of the relevant OTC IRS FCM Client), in case the request is entered on behalf of its OTC IRS FCM Client, and the other Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) that is a party to the relevant transaction have given their prior consent in the system of Eurex Clearing AG.

[...]

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## Part 3 Clearing of OTC FX Transactions

### 3.1 General 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:

[...]

- (6) The applicant has entered into an agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 14<sub>3</sub> (the “**FX Swap Line Agreement**”).

[...]

#### 3.1.6 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 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

[...]

- (3) In addition to Variation Margin, Eurex Clearing AG ~~will~~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,

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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 Transaction in accordance with the following formula:

$$FX\ PAI(T) = -MtM_{exCF}(T - 1) * ONR(T - 1, T) * YF(T, T + 1)$$

where:

"MtM<sub>exCF</sub>(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 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:

[...]

(d) if

(x) the Clearing Member USD OTC Currency Transactions Payment Obligations ~~is~~ 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 ~~is~~ 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 (i) the portion of the relevant Prefunding Amount that relates to the relevant Clearing Member OTC Currency Transactions Payment Obligations ~~OTC Currency Transactions~~ settling ~~within two~~ on the second following Business Days (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 ~~OTC Currency Transactions~~ settling ~~within one~~ 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 and Variation Margin (for purposes of the Prefunding Amount calculated on the basis of Forecasted Variation Margin only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, Variation Margin, FX PAI and XCCY PAI) which settle on the same Settlement Date.

“**Clearing Member USD 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 USD (including payment obligations with respect to trade related fees and Variation Margin (for purposes of the Prefunding Amount calculated on the basis of Forecasted Variation Margin only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, Variation Margin, FX PAI and XCCY PAI) 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 11 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:

$$\begin{aligned} \text{Forecasted } VM_{\$}(t) &= CF_{\$}(t) - CF_{\$}(t + 1) + CF_{\text{€;£}}(t) \cdot FX(t - 1) - CF_{\text{€;£}}(t + 1) \cdot FX(t) \end{aligned}$$

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  $t$ .

**“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.

**“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 this 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 with respect to any relevant Prefunding Amount) shall be made – with respect to each currency of the Currency Pairs – on a net basis and

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directly to the relevant CLS Central Bank Account through the CLS CCP Service no later than 7:30 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 and trade related fees, but excluding payments with respect to any relevant Prefunding Amount, ~~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 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 Payer in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1; ~~upon the actual credit of the (portion of the) relevant Prefunding Amount to the relevant Eurex Clearing AG cash account, the Clearing Member USD OTC Currency Transactions Payment Obligation or GBP OTC Currency Transactions Payment Obligation will be reduced accordingly. 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

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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 by payment outside the CLS CCP Service.

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.

[...]

### **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 ~~upon and~~ 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.

[...]

#### **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 ~~upon and~~ each time ~~when~~ 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,

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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.

[...]

### 3.3 Failure to Pay with respect to an OTC Currency Transaction

[...]

#### 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**”).

[...]

#### 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 3.1.4.1 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

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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).

[...]

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## Part 4 Clearing of OTC XCCY Transactions

### 4.1 General Provisions

[...]

#### 4.1.6 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 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

[...]

- (3) In addition to Variation Margin, Eurex Clearing AG will shall charge to the Clearing Member interest (the so-called price alignment interest ("XCCY PAI")) to the Clearing Member together with the Variation Margin at the applicable overnight interest rate. ~~It 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.

[...]

- (5) In addition to Eurex Clearing AG's right to demand Settlement Compensation Margin from a Clearing Member in accordance with Part 3 Number 3.1.6 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 ~~the second, third, fourth, fifth and sixth sub-paragraph of Part 3~~ Number 3.1.6 Paragraph (5) apply.

[...]

### 4.2 General product-related terms for OTC XCCY Transactions

[...]

#### 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

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submitted via the ATS in respect of OTC XCCY Transactions and which are as follows:

[...]

- (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 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 and trade related fees but excluding payments with respect to any relevant Prefunding Amount, ~~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 ~~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.

[...]

#### **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.

[...]

#### **4.9 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.

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#### **4.910 Early Termination**

[...]

- (2) Any early termination pursuant to this Number 4.109 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 4.109 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 4.109 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 4.109 may also be effected with respect to part of a CCP Transaction.

- (5) Any amounts payable under this Number 4.109 shall be paid directly through the CLS CCP Service.

#### **4.110 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



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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 4.124 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;

[...]

#### **4.124 Indemnity by Clearing Members**

[...]

#### **4.132 Use and Disclosure of Data**

##### **4.4213.1 Use of data provided by Eurex Clearing AG**

[...]

##### **4.4213.2 Consent to disclose data to CLS Bank**

[...]

#### **4.143 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 4.143 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.

#### **4.154 Testing and trialling**

[...]

#### **4.165 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 4.154 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 Number 8.2 which shall apply *mutatis mutandis*.

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4.17€      **CLS Nostro Bank**

\*\*\*\*\*

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

\*\*\*\*\*

[...]

## **10. Transaction Fees for OTC Interest Rate Derivative Transactions**

For the clearing of OTC Interest Rate Derivative Transactions pursuant to Chapter VIII Part 2 of the Clearing Conditions, ECAG will charge fees for the clearing and settlement of OTC Interest Rate Derivative Transactions – as far as the OTC Interest Rate Derivative Transaction has been novated pursuant to Chapter VIII Part 1 and Part 2 of the Clearing Conditions (“**CCP Transaction**”) – as follows:

### **10.1 Clearing Fees**

[...]

### **10.2 Standard Pricing Model**

[...]

#### **10.2.1 Booking Fee per OTC Interest Rate Derivative Transaction**

- (1) For each OTC Interest Rate Derivative Transaction a fixed booking fee per OTC Interest Rate Derivative Transaction (“**Fixed Booking Fee**”) of
  - EUR 0.25 for IRS, OIS and FRA; and
  - EUR 0.375 for ZCIS

per million OTC Interest Rate Derivative Notional Amount in the respective Trade Currency shall be paid by the relevant Clearing Member. In case the relevant Trade Currency is not Euro, the same amount (0.25 or 0.375 respectively) shall be applied in the relevant Trade Currency without currency conversion.

The booking fee is generally charged for the risk assessment of the respective OTC Interest Rate Derivative Transaction prior to the novation, in particular for the incremental risk check, the calculation of the incremental margin requirement for the new OTC Interest Rate Derivative Transaction and the collateral check of the margin requirement with the Eligible Margin Assets actually delivered to Eurex Clearing AG.

**“Trade Currency”** means the currency, in which the relevant OTC Interest Rate Derivative Transaction was entered into.

(2) In addition to the Fixed Booking Fee pursuant to Paragraph (1), the relevant Clearing Member shall pay a maturity premium to ECAG in each Calculation Period of

- EUR 0.75 for IRS, OIS and FRA; and
- EUR 1.125 for ZCIS

per million OTC Interest Rate Derivative Notional Amount in the relevant Trade Currency multiplied by the Day Count Fraction (**“Maturity Premium”**, together with the Fixed Booking Fee the **“OTC Interest Rate Derivative Booking Fee”**). In case the relevant Trade Currency is not Euro, the same amount (0.75 or 1.125 respectively) shall be applied in the relevant Trade Currency without currency conversion.

The maturity premium is charged to compensate for the longer maturity associated increase in the risk of the OTC Interest Rate Derivative Transaction, which must be considered at the novation with regard to the overall risk of the clearing house.

**“Day Count Fraction”** means the actual number of days in a Calculation Period, divided by 365.

**“Calculation Period”** for the purposes of this Number 10.2.1 means, with respect to the Maturity Premium, the following period (whereby the relevant date is included in the calculation of the deadline):

- The beginning of the Calculation Period is marked by the later of the following two dates: The start of the execution of the respective OTC Interest Rate Derivative Transaction or the novation pursuant to Chapter VIII Part ~~12~~ Number ~~1.2.72-1.4.3~~ of the Clearing Conditions.
- [...]

[...]

(4) The OTC Interest Rate Derivative Booking Fee shall exclusively be paid by the Clearing Member with the invoice, issued for the relevant calendar month. By payment of the OTC Interest Rate Derivative Booking Fee, all services to be provided by ECAG in relation to an OTC Interest Rate Derivative Transaction pursuant to Chapter VIII Part ~~12~~ Number ~~1.2.72-1.4.3~~ Paragraph (4), Number 2.6 (with the exception of Trade Netting Fees in accordance with Number 10.5.1), Number 2.7 (except for the transfer of an OTC Interest Rate Derivative Transaction to another Clearing Member (Trade Transfer) pursuant to Number 2.7.1) and Number 2.8 of the Clearing Conditions shall be covered.

## **10.2.2 Booking Fee per OTC Interest Rate Derivative Transaction for Trade Transfer**

[...]

**10.2.3 Booking Fee per OTC Interest Rate Derivative Transaction for Backloading**

For the novation of the Bulk Backloaded Original OTC Transactions pursuant to Chapter VIII Part 2 Number 2.1.54.35 of the Clearing Conditions, ECAG shall charge the respective Clearing Member a percentage of the originally calculated OTC Interest Rate Derivative Booking Fee for the relevant OTC Interest Rate Derivative Transaction. Such percentage is currently equal to 30 per cent.

[...]

**10.2.5 Maintenance Fee**

(1) ECAG levies a maintenance fee for OTC Interest Rate Derivative Transactions. The maintenance fee shall be

- EUR 0.007 for IRS, OIS and FRA transactions; and
- EUR 0.028 for ZCIS

per million OTC Interest Rate Derivative Notional Amount and day in the relevant Trade Currency. In case the relevant Trade Currency is not Euro, the same amount (0.007 or 0.028 respectively) shall be applied in the relevant Trade Currency without currency conversion.

The maintenance fee is charged for the ongoing risk calculation of the OTC Interest Rate Derivative Transaction several times a day until the end of the respective maturity and the determination of the variation margin requirement due to changed risk parameters.

The maintenance fee for current OTC Interest Rate Derivative Transactions shall be determined on a daily basis and calculated at the end of a calendar month. The maintenance fee shall be levied independent of post trade events. No maintenance fee will be charged for an OTC Interest Rate Derivative Transaction if it is terminated before or at the end of the last trading day of a calendar month.

(2) The maintenance fee shall be charged during the relevant Calculation Period at the end of each calendar month based on the actual number of days in the relevant calendar month.

“**Calculation Period**” for the purposes of this Number 10.2.5 means with respect to the maintenance fee, the period from (and including) the novation pursuant to Chapter VIII Part 12 Number 1.2.72-1.4.3 of the Clearing Conditions to (and including) the earlier of

- —the Maturity Date of the OTC Interest Rate Derivative Transaction pursuant to Chapter VIII Part 2 Number 2.3.1 and 2.4.4 of the Clearing Conditions and
- [...]

[...]

**10.3 High Turnover Pricing Model for IRS, OIS and FRA of Registered Customers**

[...]

**10.3.1 Booking Fee**

[...]

<b>Fixed Booking Fee per million IRS, OIS and FRA Notional Amount in Trade Currency</b>	<b>Minimum Booking Fee (floor) per IRS, OIS and FRA Transaction</b>	<b>Maximum Booking Fee (cap) per IRS, OIS and FRA Transaction</b>
EUR 0.10  (in case the relevant Trade Currency is not Euro, the same amount (0.10) shall be applied in the relevant Trade Currency without currency conversion)	EUR 10.00  (if the Trade Currency is not Euro, the amount shall be converted in the respective Trade Currency of the product. The conversion calculation is based on the daily exchange rate provided by the European Central Bank)	EUR 30.00  (if the Trade Currency is not Euro, the amount shall be converted in the respective Trade Currency of the product. The conversion calculation is based on the daily exchange rate provided by the European Central Bank)

(2) The Fixed Booking Fee pursuant to this pricing model shall be charged with the invoice, issued for the relevant calendar month. By payment of the Fixed Booking Fee in accordance with this pricing model, all services to be provided by ECAG in relation to the relevant RC-Related Transaction of such Clearing Member in relation to a specific Registered Customer pursuant to Chapter VIII Part ~~12~~ Number ~~1.2.72.1.4.3~~ Paragraph (4), Number 2.6 (with the exception of Trade Netting Fees in accordance with Number 10.5.1), Number 2.7 and Number 2.8 of the Clearing Conditions shall be covered.

**10.3.2 Booking Fee for Trade Transfer**

[...]

**10.3.3 Booking Fee for Backloading**

For the novation of the Bulk Backloaded Original OTC Transactions pursuant to Chapter VIII Part 2 Number 2.1.~~54.35~~ of the Clearing Conditions, ECAG shall charge the respective Clearing Member a percentage of the originally calculated OTC Interest Rate Derivative Booking Fee for the relevant OTC Interest Rate Derivative Transaction. Such percentage is currently equal to 30 per cent.

[...]

## **11. Clearing and Settlement Fees for OTC FX Transactions and OTC XCCY Transactions**

For the clearing of OTC FX Transactions and OTC XCCY Transactions pursuant to Chapter VIII Part 3 and Part 4 of the Clearing Conditions, ECAG will charge fees for the clearing and settlement of OTC FX Transactions and OTC XCCY Transactions – as far as the OTC FX Transaction and OTC XCCY Transaction have been novated pursuant to Chapter VIII Part 1, Part 3 and Part 4 of the Clearing Conditions as follows:

### **11.1 Clearing Fees**

- (1) The fees and their calculation outlined in Number 11.2 apply to OTC FX Transactions. In general, the fees are based on the underlying notional amount (the “**OTC FX Notional Amount**”) in the base currency of the relevant transaction. The fees and their calculation outlined in Number 11.3 apply to OTC XCCY Transactions. In general, the fees are based on the underlying notional amount (the “**OTC XCCY Notional Amount**”) in the base currency of the relevant transaction

The fees are charged to the Clearing Members on whose account the respective transaction is booked.

- (2) The standard pricing model pursuant to Number 11.2 (“**Standard Pricing Model for OTC FX Transactions**”) applies to the products FX Forwards, FX Spot and FX Swaps and is offered for Clearing Members.
- (3) The standard pricing model pursuant to Number 11.3 (“**Standard Pricing Model for OTC XCCY Transactions**”) applies to the product Cross Currency Swap and is offered for Clearing Members.

### **11.2 Standard Pricing Model for OTC FX Transactions**

<b>Booking Fee</b>	
	<b>FX Forwards, FX Spot, FX Swaps</b>
<u>Fixed Booking Fee per million notional in base currency</u>	<u>1.50</u>
<u>Maturity Premium per million notional per year in base currency (applicable to transactions with maturities &gt; 2 years)</u>	<u>1.00</u>
<b>Maintenance Fee</b>	
	<b>FX Forward, FX Spot, FX Swap</b>
<u>Maintenance fee per million notional per day in base currency</u>	<u>0.05</u>

### **11.2.1 Booking Fee per OTC FX Transaction**

(1) For each OTC FX Transaction a fixed booking fee per OTC FX Transaction (for the purposes of this Number, “Fixed Booking Fee”) of

- EUR 1.50

per million OTC FX Notional Amount in the respective Base Currency shall be paid by the relevant Clearing Member. In case the relevant Base Currency is not Euro, the same amount (1.50) shall be applied in the relevant Base Currency without currency conversion.

The booking fee is generally charged for the risk assessment of the respective OTC FX Transaction prior to the novation, in particular for the incremental risk check, the calculation of the incremental margin requirement for the new OTC FX Transaction and the collateral check of the margin requirement with the Eligible Margin Assets actually delivered to Eurex Clearing AG.

“Base Currency” for the purposes of this Number 11.2 means the first currency appearing in a currency pair quotation, in which the relevant OTC FX Transaction was entered into.

(2) In addition to the Fixed Booking Fee pursuant to Paragraph (1), the relevant Clearing Member shall pay, only in case that the maturity of the respective OTC FX Transactions is greater than 2 years, a maturity premium to ECAG in each Calculation Period of

- EUR 1.00

per million OTC FX Notional Amount in the relevant Base Currency multiplied by the Day Count Fraction (“Maturity Premium”, together with the Fixed Booking Fee the “OTC FX Booking Fee”). In case the relevant Base Currency is not Euro, the same amount (1.00) shall be applied in the relevant Base Currency without currency conversion.

The maturity premium is charged to compensate for the longer maturity associated increase in the risk of the OTC FX Transaction, which must be considered at the novation with regard to the overall risk of the clearing house.

“Day Count Fraction” for the purposes of this Number 11.2.1 means the actual number of days in a Calculation Period, divided by 365.

“Calculation Period” for the purposes of this Number 11.2.1 means, with respect to the Maturity Premium, the following period (whereby the relevant date is included in the calculation of the deadline):

- The beginning of the Calculation Period is marked by the later of the following two dates: The start of the execution of the respective OTC FX Transaction or the novation pursuant to Chapter VIII Part 1 Number 1.2.7 of the Clearing Conditions.



- The end of the Calculation Period is marked by the respective Maturity Date of the OTC FX Transaction pursuant to Chapter VIII Part 3 Number 3.2.1 of the Clearing Conditions.

(3) The OTC FX Booking Fee shall exclusively be paid by the Clearing Member with the invoice, issued for the relevant calendar month.

### **11.2.2 Maintenance Fee for OTC FX Transaction**

(1) ECAG levies a maintenance fee for OTC FX Transactions. The maintenance fee shall be

- EUR 0.05

per million OTC FX Notional Amount and per day in the relevant Base Currency. In case the relevant Base Currency is not Euro, the same amount (0.05) shall be applied in the relevant Base Currency without currency conversion.

The maintenance fee is generally charged for the ongoing, several times a day performed risk calculation of the OTC FX Transaction until the end of the respective maturity and the determination of the variation margin requirement due to changed risk parameters.

The maintenance fee for current OTC FX Transactions shall be determined on a daily basis and calculated at the end of a calendar month. The maintenance fee will be charged until the maturity date of the respective OTC FX Transaction.

(2) The maintenance fee shall be charged during the relevant Calculation Period at the end of each calendar month based on the actual number of days in the relevant calendar month.

“Calculation Period” for the purposes of this Number 11.2.2 means with respect to the maintenance fee, the period from (and including) the novation pursuant to Chapter VIII Part 1 Number 1.2.7 of the Clearing Conditions to (and including) the Maturity Date of the OTC FX Transaction pursuant to Chapter VIII Part 3 Number 3.2.1 of the Clearing Conditions.

### **11.3 Standard Pricing Model for OTC XCCY Transaction**

<b>Booking Fee</b>	
	<b>XCCY</b>
<u>Fixed Booking Fee per million in base currency</u>	<u>0.50</u>
<u>Maturity Premium per million notional per year in base currency</u>	<u>1.00</u>
<b>Maintenance Fee</b>	
	<b>XCCY</b>
<u>Maintenance fee per million notional per day in base currency</u>	<u>0.02</u>

### **11.3.1 Booking Fee per OTC XCCY Transaction**

(1) For each OTC XCCY Transaction a fixed booking fee per OTC XCCY Transaction (for the purposes of this Number, “Fixed Booking Fee”) of

- EUR 0.50

per million OTC XCCY Notional Amount in the respective Base Currency shall be paid by the relevant Clearing Member. In case the relevant Base Currency is not Euro, the same amount (0.50) shall be applied in the relevant Base Currency without currency conversion.

The booking fee is generally charged for the risk assessment of the respective OTC XCCY Transaction prior to the novation, in particular for the incremental risk check, the calculation of the incremental margin requirement for the new OTC XCCY Transaction and the collateral check of the margin requirement with the Eligible Margin Assets actually delivered to Eurex Clearing AG.

“Base Currency” for the purposes of this Number 11.3 means the first currency appearing in a currency pair quotation, in which the relevant OTC XCCY Transaction was entered into.

(2) In addition to the Fixed Booking Fee pursuant to Paragraph (1), the relevant Clearing Member shall pay a maturity premium to ECAG in each Calculation Period of

- EUR 1.00

per million OTC XCCY Notional Amount in the relevant Base Currency multiplied by the Day Count Fraction (“Maturity Premium”, together with the Fixed Booking Fee the “OTC XCCY Booking Fee”). In case the relevant Base Currency is not Euro, the same amount (1.00) shall be applied in the relevant Base Currency without currency conversion.

The maturity premium is charged to compensate for the longer maturity associated increase in the risk of the OTC XCCY Transaction, which must be considered at the novation with regard to the overall risk of the clearing house.

“Day Count Fraction” for the purposes of this Number 11.3.1 means the actual number of days in a Calculation Period, divided by 365.

“Calculation Period” for the purposes of this Number 11.3.1 means, with respect to the Maturity Premium, the following period (whereby the relevant date is included in the calculation of the deadline):

- The beginning of the Calculation Period is marked by the later of the following two dates: The start of the execution of the respective OTC XCCY Transaction or the novation pursuant to Chapter VIII Part 1 Number 1.2.7 of the Clearing Conditions.
- The end of the Calculation Period is marked by the respective Maturity Date of the OTC XCCY Transaction pursuant to Chapter VIII Part 4 Number 4.3 of the Clearing Conditions.

(3) The OTC XCCY Booking Fee shall exclusively be paid by the Clearing Member with the invoice, issued for the relevant calendar month. By payment of the OTC XCCY Booking Fee, all services to be provided by ECAG in relation to an OTC XCCY Transaction pursuant to Chapter VIII Part 1 Number 1.2.7 Paragraph (4), Number 4.8, Number 4.9 and Number 4.10 of the Clearing Conditions shall be covered. For the avoidance of doubt, this only applies to fees charged in accordance with this number and does not cover all other fees that may apply under this price list.

### **11.3.2 Maintenance Fee for OTC XCCY Transaction**

ECAG levies a maintenance fee for OTC XCCY Transactions. The maintenance fee shall be

- EUR 0.02

per million OTC XCCY Notional Amount and per day in the relevant Base Currency. In case the relevant Base Currency is not Euro, the same amount (0.02) shall be applied in the relevant Base Currency without currency conversion.

The maintenance fee is charged for the ongoing performed risk calculation of the OTC XCCY Transaction several times a day until the end of the respective maturity and the determination of the variation margin requirement due to changed risk parameters.

The maintenance fee for current OTC XCCY Transactions shall be determined on a daily basis and calculated at the end of a calendar month. The maintenance fee will be charged until the maturity date of the respective OTC XCCY Transaction.

“**Calculation Period**” for the purposes of this Number 11.3.2 means with respect to the maintenance fee, the period from (and including) the date of novation pursuant to Chapter VIII Part 1 Number 1.2.7 of the Clearing Conditions to the the end of the month preceding the month when the respective OTC XCCY Transaction matures or terminates. For the avoidance of doubt, the days falling into the month of maturity or termination are not taken into account so that the calculation period is valid until the end of the month preceding the maturity date or the termination date.

## **11.4 Settlement Fees for OTC FX Transactions and OTC XCCY Transactions**

ECAG charges fees for the settlement of netted payments of OTC FX Transactions and OTC XCCY Transactions via CLS Bank International.

### **11.4.1 Settlement Fees for OTC FX Transactions**

The Settlement fees shall be

- EUR 0.40 for FX Swaps Transactions
- EUR 0.20 for FX Forwards Transaction and FX Spot Transactions

per million OTC FX Notional Amount in the relevant Base Currency. In case the relevant Base Currency is not Euro, the same amount (0.40 or 0.20 respectively) shall be applied in the relevant Base Currency without currency conversion.

The Settlement fees are calculated at the date of novation and are charged together with the Clearing Fees at the end of a calendar month.

#### **11.4.2 Settlement Fees for OTC XCCY Transactions**

The Settlement fees shall be

- EUR 0.40 per million OTC XCCY Notional Amount per year in the relevant Base Currency (any incomplete maturity will be rounded off to the next complete maturity), if the maturity of the respective OTC XCCY Transaction is greater than 3 years or
- EUR 1.20 per million OTC XCCY Notional Amount in the relevant Base Currency, if the maturity of the respective OTC XCCY Transaction is less than or equal to 3 years.

In case the relevant Base Currency is not Euro, the same amount (0.40 or 1.20 respectively) shall be applied in the relevant Base Currency without currency conversion.

The Settlement fees are calculated with the date of novation and are charged together with the Clearing Fees at the end of a calendar month.

#### **11.12. Clearing Fees and Service Fees for Securities Lending Transactions**

For Securities Lending Transactions pursuant to Chapter IX of the Clearing Conditions, ECAG, as of 1 April 2013, shall charge fees for the clearing and settlement of Securities Lending Transactions and for the maintenance of and additional services with respect to open Securities Lending Transactions – as far as such Securities Lending Transactions have been novated by ECAG pursuant to Chapter IX of the Clearing Conditions (“CCP Transaction”) – as follows:

##### **11.12.1 Clearing Fees**

###### **11.12.1.1 Booking Fees**

[...]

###### **11.12.1.2 Maintenance Fees**

[...]

##### **11.12.2 Service Fees**

[...]

###### **11.12.2.1 Collateral Management Servicing Fees**

[...]

**~~11.2.~~12.2.2 Service Fees for Dispute Resolution Procedure**

[...]

**~~12.~~13. Due Dates**

- (1) The fees to be paid for the clearing membership pursuant to Number 1 (including the membership as a Basic Clearing Member) ("**Clearing Membership**") shall be due for payment as follows:

[...]

**~~13.~~14. Applicable Law and Place of Jurisdiction**

- (1) This Price List shall be subject to the laws of the Federal Republic of Germany.

[...]

**~~14.~~15. Amendments and Supplements**

- (1) ECAG reserves the right to amend to and/or supplement the Price List.

[...]

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Appendix 13 to the Clearing Conditions of Eurex Clearing AG:

# FX Swap Line Agreement

between Eurex Clearing AG and a Clearing Member

As of 03.04.2018

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**AMENDMENTS ARE MARKED AS FOLLOWS:**

**INSERTIONS ARE UNDERLINED**

**DELETIONS ARE CROSSED OUT**

\*\*\*\*\*

[...]

11. *Acknowledgement by Clearing Member.* The Clearing Member acknowledges that:

[...]

- (ii) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, in an insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Chapter VIII Part 3 Number 3.2.2.3 and Chapter VIII Part 4 Number 4.2.2.3 in connection with Part 3 Number 3.2.2.3 of the Clearing Conditions – 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 Chapter VIII Part 3 Number 3.8 Paragraphs (2) and (3) and Chapter VIII Part 4 Number 4.124 Paragraphs (2) and (3) of the Clearing Conditions – 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;