clear to trade

eurex clearing *circular 033/11*

Date: April 7, 2011
Recipients: All Clearing Members of Eurex Clearing AG and Vendors
Authorized by: Thomas Book

CCP: 1. Extension of Eurex Product Scope by selected Irish Equity Options and Information on Irish Stamp Duty
2. Changes to the Clearing Conditions with Regard to the Default Rules of Instruments impossible to deliver

Related Eurex Circular: 071/11

Contact: Member Services & Admission, tel. +49-69-211-1 17 00, fax +49-69-211-1 17 01

Content may be most important for:	**Attachments:**
➲ All departments	1. Updated sections of Clearing Conditions for Eurex Clearing AG 2. Conditions for Utilization of the OTC Trade Entry Facilities (General Conditions for Participation) 3. Eurex Options - Additional Information on Irish Stamp Duty

Summary:

The Eurex Exchanges will extend their product range of physically deliverable products by options on selected Irish equities. Eurex Clearing AG will provide its clearing services for physical delivery of the new options with home market settlement in Euroclear UK & Ireland (EUI).

The updated Clearing Conditions for Eurex Clearing AG will become effective on **April 26, 2011**.

Furthermore, Eurex Clearing AG provides information on Irish Stamp Duty. In order to be eligible for tax relief, Trading Members of the Eurex Exchanges need to apply for recognised intermediary status (see attachment 3). This document is not to be considered as tax advice; compliance with tax rules is the Members' sole responsibility.

Additionally, the Clearing Conditions with regard to the default rules of instruments impossible to deliver have been changed.

The updated Clearing Conditions of Eurex Clearing AG will become effective on **April 26, 2011**.

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Aktiengesellschaft mit Sitz in Frankfurt/Main
HRB Nr. 44828
Amtsgericht Frankfurt/Main

CCP: 1. Extension of Eurex Product Scope by selected Irish Equity Options and Information on Irish Stamp Duty

1. Extension of Eurex Product Scope

The Eurex Exchanges will extend their product range of physically deliverable products by options on selected Irish equities. These derivative products are originally traded on the Eurex Exchanges or entered as bilateral transactions by participants in the Eurex® system. The following table contains a list of the underlying shares of the new Irish equity options:

ISIN	Name	Country	CSD
IE0030606259	Bank of Ireland The Governor and Company of the	IE	Euroclear UK & Ireland
IE00B010DT83	C&C Group PLC	IE	Euroclear UK & Ireland
IE0001827041	CRH PLC	IE	Euroclear UK & Ireland
IE0002424939	DCC PLC	IE	Euroclear UK & Ireland
IE0000590798	Dragon Oil PLC	IE	Euroclear UK & Ireland
IE0003072950	Elan Corporation PLC	IE	Euroclear UK & Ireland
IE00B59NXW72	Irish Life & Permanent Group Holdings PLC	IE	Euroclear UK & Ireland
IE0004906560	Kerry Group PLC	IE	Euroclear UK & Ireland
IE0004927939	Kingspan Group PLC	IE	Euroclear UK & Ireland
IE00B1GKF381	Ryanair Holdings PLC	IE	Euroclear UK & Ireland
IE00B1RR8406	Smurfit Kappa Group PLC	IE	Euroclear UK & Ireland

Eurex Clearing AG provides its clearing services for the physical delivery of the options and initiates home market settlement in Euroclear UK & Ireland.

The exact changes to the Clearing Conditions of Eurex Clearing AG are contained in attachment 1.

The updated Clearing Conditions are available as of the effective date on the Eurex Clearing AG website under the path:

www.eurexclearing.com > Documents > Rules & Regulations > Clearing Conditions

For direct access to the document, please click on the following link:
http://www.eurexclearing.com/documents/regulations/clearing_conditions_en.html

The introduction of the new service will take place on April 26, 2011.

The following forms are relevant for the setup at Eurex Clearing AG:

- Application for Setup/Deletion/Change of CCP Settlement Accounts (page 7)
- Request for Settlement Account Settings for Eurex Derivatives Deliveries
- Request for Deletion/ Modification/ Password reset of User ID's in the CCP-System *or*
- Application for the Set-Up of a User in the CCP System (@X-PERT)
- Static Data Form – CCP for Equities- Options Service of EUI

The Eurex Clearing forms are published on the Eurex website under the path:

www.eurexchange.com > Documents > Forms > Clearing Derivatives > Single Forms > Application for Admission

For direct access to the forms, please click on the following link:
http://www.eurexchange.com/documents/forms/clearing_derivatives/single/application_en.html

The relevance of the forms depends on the existing individual customer setup. Members already set up for Eurex UK Equity Options need to hand in forms only for extending their current setup to Irish options:

- Application for Setup/Deletion/Change of CCP Settlement Accounts (page 7)

For personal assistance regarding the setup, please contact your Key Account Manager at Member Services & Admission at tel. +49-69-211-1 17 00.

Members need to have in place the following infrastructure for settlement of Irish equities:

- A Clearing Member needs to have a direct connection to EUI or a contract with a settlement services provider (Settlement Participant) for EUI.
- Each Clearing Member has to be a CM Undertaking at EUI or use a Sponsored CM Undertaking.

With regard to your setup at Euroclear UK & Ireland, please contact the EUI Client Contact Centre.

2. Information on Member Simulation

Trading of the new products in simulation is offered from April 15, 2011 onwards. Clearing and settlement will be done in the CCP Permanent Simulation Environment. As in this environment the CSD EUI is not connected, all trades are settled via an internal simulator tool. No reports from CSD EUI are provided.

For participation in the simulation, please contact our Member Services & Admission team at tel. +49-69-211-1 17 00 or fax +49-69-211-1 17 01.

3. Information on Irish Stamp Duty

Eurex Clearing AG points out that in relation to clearing and settlement of Irish underlying instruments, Irish Stamp Duty may be levied from Trading Members.

A description of Irish Stamp Duty is given in attachment 3. Eurex Trading Members can obtain Stamp Duty relief if they are approved by the Irish tax authorities as recognised intermediaries.

If you have any questions or require further information, please contact our Member Services & Admission team at tel. +49-69-211-1 17 00 or fax +49-69-211-1 17 01.

2. Information on Changes to the Clearing Conditions with Regard to the Default Rules of Instruments impossible to deliver

If proceedings according to Chapter 11 of the US-American Bankruptcy Code are opened against the issuer of the securities to be delivered, Eurex Clearing AG may determine a cash settlement amount as early as on the sixth business day after the delivery date.

The exact changes to the Clearing Conditions of Eurex Clearing AG are contained in attachment 1.

The updated Clearing Conditions are available as of the effective date on the Eurex Clearing AG website under the path:

www.eurexclearing.com > Documents > Rules & Regulations > Clearing Conditions

For direct access to the document, please click on the following link:
http://www.eurexclearing.com/documents/regulations/clearing_conditions_en.html

The updated Clearing Conditions of Eurex Clearing AG will become effective on April 26, 2011.

April 7, 2011

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

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Chapter II Transactions at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)

Part 1
General Provisions

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1.1 Clearing License

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1.1.2 Prerequisites of the Clearing License

(1) With regard to the prerequisites to be fulfilled within the scope of the granting of the clearing license, Chapter I Number 2.1 and Number 2.2 apply.

(2) The applicant shall meet the following additional requirements:

a) Evidence of the following accounts:

aa) for cash netting in Euro:

- RTGS Account or
- SECB Account and euroSIC Account,

bb) for cash netting in Swiss Francs:

- SNB Account SIC Account.

b) Evidence of foreign currency accounts with one of the banks recognised by Eurex Clearing AG required for purposes of settlement of the foreign products tradeable at the Eurex Exchanges.

c) 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 Number 1.6).

e) The use of at least one sufficiently qualified staff member for purposes of an orderly implementation of the clearing obligations in the back-office; a sufficient qualification can be assumed if the screening test for back-office staff offered by Eurex Clearing AG (clearer test) has been passed successfully and the staff member is available via telephone and fax until 7 p.m. CET during the Business days valid for the Eurex Exchanges. From 7 p.m. CET and until the end of the Business day valid for the Eurex Exchanges, the applicant has to guarantee that a sufficiently qualified statt member is available via telephone.

f) Evidence of direct or indirect access to a derivatives exchange or a clearing house, each determined by Eurex Clearing AG, for purposes of fulfilling transactions in products of the Eurex Exchanges, 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 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 does not carry out the clearing of transactions of the respective Clearing Member and its respective Non Clearing Members in products according to Clause 1. In this case, Chapter I Number 1.2.1 of the Clearing Conditions does not apply, and the Eurex Exchanges shall exclude the concerned Clearing Member and its Non -Clearing Members from the trading of such products.

(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 Item b) and c) to be fulfilled and proved in whole or in part by several settlement institutions on behalf of and for the applicant or the Clearing Member. Chapter I Number 2.2 Paragraph 6 and 7 apply mutatis mutandis.

(4) If the applicant does not provide evidence according to Paragraph 2 Item c, Eurex Clearing AG shall conduct the clearing of transactions of the Clearing Member concerned, as well as the clearing of transactions of Non-Clearing Members which are settled via such Clearing Member, only to such an extent as the settlement of the transactions concerned via the pledged securities accounts and cash clearing accounts which evidence has been provided for, is guaranteed.

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Part 3
Clearing of Options Contracts

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3.6 Clearing of Options Contracts and Low Exercise Price Options on Shares

The following Numbers shall rule the Clearing of transactions of Options contracts for Shares and Low Exercise Price Options (LEPOs) on Options contracts which have been named in Number 2.6 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and Eurex Zürich (Eurex Contract Specifications). Certificates representing shares (Depositary 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 third Exchange day after the last exercising day of the option,
- on the second Exchange day after the exercising day of the option with respect to option contracts or LEPOs on shares with assigned group ID DE11, DE12, DE13, DE14 (Annex B of the Eurex Contract Specifications),
- on the fourth Exchange day after the exercising day of the option with respect to option contracts or LEPOs on shares with assigned group ID FR11, FI12, FI13, ~~and~~ GB11 and IE11 (Annex B of the Eurex Contract Specifications).

This shall also apply if the exercise is not assigned to the writer until the Exchange day following exercise. Physical deliveries of securities shall be made through a bank for central depository of securities recognised by Eurex Clearing AG or respectively through a Custodian or Central Securities Depository, and payments shall be made through the account specified by such bank for central depository of securities or by such Custodian or Central Securities Depository.

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 Number 1.6 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 bank for central depository of securities or the Custodian or Central Securities Depository 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 Contract Specifications and to be reimbursed by Eurex Clearing AG shall be payable by the time specified by Eurex Clearing AG on the Exchange day following the conclusion of the transaction, but generally prior to the commencement of trading at Eurex Deutschland and Eurex Zürich on such Exchange 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:

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	Electronic Trading System of the NYSE Euronext Brussels	XBRU
CH11, CH12	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	Electronic Trading System of the Bolsa de Madrid	XMAD
FI11, FI12, FI13	Electronic Trading System of the OMX Helsinki Stock Exchange	XHEL
FR11, FR12	Electronic Trading System of the NYSE Euronext Paris	XPAR

GB11	Electronic Trading System of the London Stock Exchange	XLON
IE 11	Electronic Trading System of the Irish Stock Exchange	XDUB
IT11, IT12	Electronic Trading System of the Borsa Italiana	XMIL
NL11, NL12	Electronic Trading System of the NYSE Euronex Amsterdam	XAMS
RU11	Electronic Trading System of the London Stock Exchange	XLON
SE11, SE12	Electronic Trading System of the OMX Stockholm Stock Exchange[1]	XSSE

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3.6.6 Default

(1) Defaults or technical defaults shall be subject to the provisions of Chapter I Number 7.1 or Number 7.2 respectively.

(2) In the event that a Clearing Member which is obligated to deliver is in default and fails to deliver the underlying security on the delivery day and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the following measures in

[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.

application of the provisions pursuant to Chapter V Number 2.2. For default with delivery of shares from ~~transactions with~~ options contracts ~~of~~with the assigned group IDs GB11 and IE11, Number 3.6.7 shall apply.

(3) Measures set forth in Paragraph 2 are binding on the Clearing Member which did not receive delivery in a timely manner.

(4) Any costs arising from the measures taken in accordance with Paragraph 2 must be paid by the defaulting Clearing Member.

(5) The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in a timely manner to claim further damages shall remain unaffected.

3.6.7 Default with Delivery of Options Contracts of Group ID GB11 and IE11

(1) In case of default of ~~the~~ a Clearing Member regarding transfer of ~~British or Irish~~ shares 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 fifth business day. If Eurex Clearing AG has opened an auction according to Clause 1 by notification of the defaulting Clearing Member, the defaulting Clearing Member is not authorized 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 obligated 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 %. 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, Clause 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.

(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 %, (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) If a Clearing Member which owes the assignment of shares to Eurex Clearing AG, does not fulfil the necessary instruction to Euroclear UK & Ierland Ltd, the Clearing Member defaults with the payment of the owed equivalent. Upon start of the 21st business day after the business day agreed upon for assignment, the obligation of Eurex Clearing AG for assignemtn of the owed shares shall expire. 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 Clause 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 Clause 2 (i).

(4) If the Clearing Member obligated to assign subscription rights or other righs (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 Clause 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 obligated to pay an allowance to Eurex Clearing AG for each auction executed according to Paragraph 1 in the amount of 10 % of the purchase price of the shares owed at the time of auction, however, at ~~least~~ a minimum amount of GBP 225.00 with regard to options contracts with the assigned group ID GB11 ~~or~~ 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 ~~or~~ 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 obligated to pay an allowance for implementation of the reassignment in the amount of GBP 4500.00 with regard to options contracts with the assigned group ID GB11 ~~or~~ and of EUR 500.00 with regard to options contracts with the assigned group ID IE11 to Eurex Clearing AG. Clause 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.

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 Number 2.3 apply mutatis mutandis.

3.6.9 Corporate Actions with Options Contracts with Group ID GB11 and IE11

(1) If ~~transactions~~ transfer obligations which have not yet been fulfilled and are resulting from options contracts with the assigned group IDs GB11 and IE11, ~~not yet fulfilled~~ refer to shares with regard to which a corporate action 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 the relevant home market.

(2) For lack of rules within the meaning of ~~Number~~ Paragraph (1), shares shall be assigned with the rights and obligations which have existed at the time of conclusion of the transaction.

(3) If a coporate 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 assignment of the shares to be delivered by the Clearing Member obligated to deliver to the Clearing Member which, in turn, has not been delivered by Eurex Clearing AG, for purposes of conclusion of assumption (*befreiende Schuldübernahme* according to § 414 German Civil Law) with the Clearing Member to be delivered in favour of Eurex Clearing AG according to Item 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 assigned by Eurex Clearing AG to the Clearing Member not having been delivered in time.

b) An effective assumption in favour of Eurex Clearing AG according to item 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 be delivered and if the standardized agreement 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 “Standard Agreement”).

c) As soon as the signed Standard Agreement is submitted to Eurex Clearing AG, the obligation of Eurex Clearing AG vis-à-vis the Clearing Member is has to deliver the owed shares 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 Standard Agreement, Eurex Clearing AG herewith authorizes the Clearing Member to be delivered 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 be deliverd agreed upon by both Clearing Members as well as all secondary rights affiliated with this claim at present or in future with debt-discharging effect. Chapter V, Number 2.2 Paragraph 7 does not apply.

e) Eurex Clearing AG sets a deadline for both Clearing Members of at maximum ten business days within which the Standard 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 Standard Agreement to Eurex Clearing AG.

f) In case a legally signed Standard Agreement of the respective Clearing Members has not been presented to Eurex Clearing AG within the foreclosure according to item e) Clause 2, Eurex Clearing AG shall determined a cash settlement with regard to the shares not having been deliverd 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 transation expires with debt-discharging effect. Instead, the defaulting Clearing Member is obligated 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. Chapter V Number 2.2 Paragraph 7 does not apply.

g) The amount of the cash settlement to be paid by the defaulting Clearing Member to Eurex Clearing AG according to item 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 % and the highest selling price and the highest purchase price in the relevant Eurex transactions respectively deliveries.

The price determined in this way shall be multiplied with the respective numbe 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.

(4) In case of dividend payments with election right ("scrip dividends"), the Clearing Member is obligated 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 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.

(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 obligated 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. Clause 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.

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Chapter V Transactions Concluded at the Frankfurter Wertpapierbörse[2]

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

[…]

2.2 Default

(1) If the Clearing Member obligated to deliver is in default and does not deliver the shares[3] owed as a result of a FWB transaction owed on the delivery day in line with the instructions of Eurex Clearing AG, the latter AG shall have the right, unless there is an identical claim of the Clearing Member vis-à-vis Eurex Clearing AG which can be charged up against the liability of such Clearing Member, to adopt the following measures:

a) If the securities to be delivered by the Clearing Member obligated to deliver are not delivered to Eurex Clearing AG on the fifth business day at the latest after the delivery date, as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities as recognised by Eurex Clearing AG or by the corresponding procedure of a settlement institution recognised by Eurex Clearing AG or by the Custodian or Central Securities Depository (the “unperformed transaction”), Eurex Clearing AG shall replace the undelivered securities.

[2] With regard to the clearing of transactions concluded at the Rhenish-Westfalian Exchange in Düsseldorf (Rheinisch-Westfälische Börse zu Düsseldorf) which share the securities and rights named in Chapter, Chapter V and all remaining provisions of the Clearing Conditions for Eurex Clearing AG shall apply.

[3] For subscription rights securitized and held in collective safe custody, the procedure pursuant Paragraph 2 applies.

b) The replacement purchase may occur pursuant to Paragraph 3 or by means of an auction pursuant to Item c). If the requisite securities cannot be bought in such auction, or only in part, the Clearing Member in default shall receive a further 5 business days in which to deliver. If the securities to be delivered are not delivered to Eurex Clearing AG on the tenth business day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities recognised by Eurex Clearing AG or by the corresponding procedure of a settlement institution, or by the Custodian or Central Securities Depository recognised by Eurex Clearing AG, Eurex Clearing AG shall again attempt to replace the undelivered securities. This replacement purchase shall occur according to Paragraph 3 or via an auction pursuant to Item c).

   If the securities to be delivered are not delivered to Eurex Clearing AG on the 27th business day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities recognised by Eurex Clearing AG or by the corresponding procedure of a settlement institution or by the Custodian or Central Securities Depository recognised by Eurex Clearing AG, Eurex Clearing AG shall again attempt to replace the undelivered securities according to Paragraph 3 or via an auction pursuant to Item c). If the requisite securities cannot be purchased in full, or are purchasable only in part at such further auction, the defaulting Clearing Member shall be granted time up to the 30th business day after the delivery date to deliver the securities to Eurex Clearing AG.

c) The following shall apply to the replacement purchase by way of auction:

   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 determined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% of such settlement price.

   Any company (“Vendor”) which has concluded a prior contract with Eurex Clearing AG may take part in the auctions.

d) As regards securities owed as a result from an unperformed FWB transaction, Eurex Clearing AG can determine a cash settlement from the 30th to the 36th business day after the delivery date, so that the performance obligations of the defaulting Clearing Member vis-à-vis Eurex Clearing AG arising from this unperformed FWB transaction with discharging effect expire. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

   Securities owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members which have not been delivered within at least 30 business days after the delivery day shall apply respectively to the amount corresponding to the

number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in due time.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG 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% and the highest selling price as well as the highest purchase price of the relevant FWB transactions.

The highest price determined in this way shall be multiplied with the respective number of the owed securities resulting from the unperformed FWB transaction and not having been delivered in due time. The resultant sum shall be settled against the respective final amounts of the relevant FWB transactions and shall result in the amount payable to Eurex Clearing AG by the defaulting Clearing Member through cash settlement.

Eurex Clearing AG shall pay out this amount to the or the other Clearing Members who have made transactions with Eurex Clearing AG according to Clause 3.

[…]

k) If proceedings according to Chapter 11 of the US-American Bankruptcy Code are opened against the issuer of the securities to be delivered, Eurex Clearing AG may, in deviation to Item b and Item d, determine a cash settlement amount as early as on the 6th business day after the delivery date.

[…]

Part 3 Transactions regarding foreign Securities and Rights with Settlement on the Home Market (”XIM-Transactions“)

Eurex Clearing AG carries out the settlement respectively clearing of all FWB transactions with regard to foreign securities and rights with settlement on the home market within the meaning of §§ 169 f et sqq. Exchange Rules of the Frankfurter Wertpapierbörse (”XIM Transactions“). The following sub-parts contain special provisions for the settlement respectively clearing of these transactions.

3.1 Sub-Part: General Provisions

3.1.1 Applicable Regulations

(1) For the clearing of XIM Transactions, the provisions of Paragraph 1 and 2 shall apply, unless provided otherwise by Paragraph 3.

(2) Chapter I Number 1.6 (Gross Delivery Management) shall not apply for XIM Transactions.

3.1.2 Granting of Clearing License

In order to participate in the clearing of XIM Transactions, a clearing licence („XIM Clearing License“) which will be granted by Eurex Clearing AG upon written application is required.

3.1.3 Prerequisites of Clearing License

(1) Regarding the prerequisites to be fulfilled within the granting of the XIM Clearing License, Number 1.1.2 – with the exception of Paragraph 2 Item b) – shall apply.

(2) In order to be granted the XIM Clearing License, the applicant shall provide evidence that the settlement of the XIM Transactions in at least one of the concerned home markets Austria, Belgium, Denmark, Finland, France, Italy, Netherlands, Norway, Portugal,, Spain,Sweden, Switzerland, Ireland and Great Britain is guaranteed. Eurex Clearing AG shall conduct the clearing of XIM transactions of a Clearing Member, as well as the clearing of XIM transactions of Non-Clearing Members which are settled via such Clearing Member, only to such an extent as such Clearing Member has provided evidence that the settlement of such XIM transactions in the respective home markets is guaranteed.

(3) In order to be granted the XIM Clearing License, the granting of authorizations according to Chapter I Number 2.2 Paragraph 4 Item h) is not necessary.

[…]

3.2 Settlement of XIM Transactions

[…]

3.2.2 Default

[…]

3.2.2.5 XIM Transactions with Settlement in Great Britain via Euroclear UK & Ireland

(1) If the Clearing Member obligated to deliver is in default of delivery of securities or rights traded in British Pounds, Chapter V ~~Part 2~~ Number 2.2 shall apply. With regard to a delivery obligation, a ~~A~~ Clearing Member ~~delivery obligation~~ is deemed to be in default without notice if ~~it~~such delivery obligation is not fulfilled in the CREST System by the end of the value date. In deviation to Chapter V ~~Part 2~~ Number 2.2 Paragraph 1 Item b, Eurex Clearing AG shall again attempt to replace the undelivered securities ~~according to Chapter V Part 2 Number 2.2 Paragraph 3 or~~ via an auction according to Chapter V ~~Part 2~~ Number 2.2 Paragraph 1 Item c if the securities to be delivered

are not delivered on the 20th business day after the ~~described~~ specified delivery date at the latest.

(2) If the Clearing Member obligated to deliver is in default ~~of~~ concerning a delivery obligation with regard to~~of~~ securities or rights traded in Euro, Chapter VI Part 2 Number 2.1.5 shall apply. With regard to a delivery obligation, a~~A~~ Clearing Member is deemed to be in default without notice ~~delivery obligation becomes delayed without notice~~ if ~~it~~such delivery obligation is not fulfilled in the CREST System by the end of the value date.

(3) ~~In deviation to Number 3.2.2.1 Paragraph 11,~~ Eurex Clearing AG shall charge ~~from~~ the defaulting Clearing Member with a fee of 10 % of the value of the owed securities for each auction carried out in one security class according to ~~Number 3.2.2.5~~ Paragraph 1; ~~at least,~~ however, at a minimum amount of GBP 225.~~,~~00 and a~~t most~~ maximum amount of GBP 4,500.00.

(4) ~~In deviation to Number 3.2.2.1 Paragraph 12, Eurex Clearing AG shall charge a compensation of expenses of GBP 450 for re-transfers of securities according to Number 3.2.2.5 Paragraph 1.~~If, upon exclusion of the delivery obligation according to Chapter V Number 2.2 Paragraph 4, a Clearing Member transfers shares or rights to Eurex Clearing AG, such Clearing Member shall be obligated to pay to Eurex Clearing AG a compensation of expenses for the performance of re-transfer in the amount of GBP 450.00 with regard to securities or rights traded in British Pounds and in the amount of EUR 500.00 with regard to securities or rights traded in Euro.

[…]

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MODIFICATIONS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

****

[…]

9 Admitted Products, Combinations and Combination Transactions Option-Share

[…]

9.3 Block Trade Functionality

Eurex Clearing AG has admitted the products listed in the following to the Block Trade Facility. Such admission is independent from the respective transactions being entered into the Eurex Clearing System ~~even if they had been entered~~ within the scope of an options strategy~~ies~~, an options volatility strategy~~ies~~ or as a Combination Transaction~~s~~ Option-Share, consisting of OTC options transactions and OTC security transactions.~~:~~

9.3.1 Admitted Products:

Product	Minimum number of tradable contracts
[…]	
Options Contracts on Stocks with group ID AT11 assigned pursuant to Annex B of the Eurex Contract Specifications (OSTK)	250
Options Contracts on Stocks with group ID IE11 assigned pursuant to Annex B of the Eurex Contract Specifications (OSTK)	250
Gold-Options Contracts (OGFX)	1
[…]	

[…]

9.5 The Eurex Clearing AG has admitted the following products to the Flexible-Options-and the Flexible Futures Trade-Functionality:

I. Flexible Eurex Options Contracts	Minimum number of contracts to be traded
[…]	
Options Contracts on Stocks with group ID US11 assigned pursuant to Annex B of the Eurex Contract Specifications (OSTK)	250
Options Contracts on Stocks with group ID IE11 assigned pursuant to Annex B of the Eurex Contract Specifications (OSTK)	250
Options contracts with group ID RU11 assigned pursuant to Annex B of the Eurex Contract Specifications	250
[…]	

[…]

Annex A to the General Conditions for Participation:

OTC Periods of Use (all times in CET)

[…]

Options Contracts

[…]

Options Contracts and Low Exercise Price Options on Equities of Stock Corporations

Product	OTC Trading
Options Contracts or LEPOs on Shares with Group ID assigned pursuant to Annex B of the Eurex Contract Specifications	Start-End
AT11, AT12, RU11	09:15-19:00
GB11, IE11	09:00-18:30
All other Group IDs	09:00-19:00

[…]

Eurex Options - Additional Information on Irish Stamp Duty

Eurex Clearing AG points out that in relation with clearing and settlement of Irish underlying instruments, Irish Stamp Duty may be levied for Trading Members.

Euroclear UK & Ireland collects the Stamp Duty on behalf of the Irish Revenue Commissioners (IRC) from the Trading Members or their agents. For more information on Stamp Duty related processes in EUI, please refer to the up-to-date versions of the EUI White Book “Irish stamp duty: reliefs for principal traders”, the EUI White Book “Stamp Duty on Transfers of Irish Securities Guidance Note – New Reliefs for Certain Market Participants” or the EUI “CREST Reference Manual”. All are available on the EUI web page under

https://www.euroclear.com/site/public/EUI > Resources > Operational Guides

and:

https://www.euroclear.com/site/public/EUI > Resources > Legal Documentation

EUI can be contacted via their Client Contact Centre.

In order to be eligible for tax relief, Trading Members need to fill the IRC Recognised Intermediary Form. On basis of the Statutory Instruments No. 156 of 2008 and No. 92 of 2011 for Eurex Deutschland and Eurex Zürich, Trading Members of Eurex Exchanges can be relieved from Stamp Duty if they are approved by the Irish Revenue Commissioners as recognised intermediaries. Eurex Clearing AG therefore recommends Trading Members to complete the application form in order to apply as recognised intermediary with IRC.

The form is available for download on the website of the Eurex Exchanges under:

www.eurexchange.com > Documents > Forms > Trading Derivatives > Single Forms > Membership

The completed application form is to be sent to

CREST Unit
Large Cases Division
Office of the Revenue Commissioners
Setanta Centre
Nassau Street
Dublin 2
Ireland

For information regarding Irish Stamp Duty as well as regarding the application process, please contact IRC (contact telephone number at the Crest Unit is + 353 1 6742858).

IRC directly notify the applicant of their decision. If the Trading Member is recognised as intermediary by IRC, IRC will also inform EUI. EUI then sets up the intermediary status in its system.

In case a Trading Member is already a recognised intermediary for an exchange or market, a further application for Eurex Exchanges is not required as the status as recognised intermediary is also effective for Eurex Exchanges.

This document is not to be considered as tax advice; compliance with tax rules is the members’ sole responsibility.