

\*\*\*\*\*

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

\*\*\*\*\*

## DEFAULT MANAGEMENT AUCTION RULES

### 1 General

1.1 Upon the occurrence of a Termination or Basic Clearing Member Termination, as defined in the Clearing Conditions in Chapter I Part 1 Number 7 and Part 6 Number 10.4, respectively, or upon the occurrence of an FCM Clearing Member Termination (as defined in the FCM Regulations) and if it is deemed appropriate by Eurex Clearing AG in consultation with the relevant DMC, Eurex Clearing AG may conduct one or more

(i) DM Auction(s),

(ii) ~~or one or more~~ DM Bonds Auction(s), or

(iii) Hedging Auctions

-in accordance with the Clearing Conditions of Eurex Clearing AG, as amended from time to time (the "**Clearing Conditions**") and the FCM Default Rules.

1.2 Each DM Auction is governed by the rules set forth in these default management auction rules (the "**General DM Auction Rules**") which are supplemented by specific auction terms (the "**Specific Terms**", the General DM Auction Rules and the Specific Terms together the "**DM Auction Rules**").

Unless otherwise stated in such provisions, the DM Auction Rules shall apply *mutatis mutandis* to DM Bonds Auctions, provided that, in such case, any reference in such provisions to the DM Auction shall be read as a reference to DM Bonds Auctions.

Unless otherwise stated in such provisions, the DM Auction Rules shall apply *mutatis mutandis* to Hedging Auctions. If the relevant provisions below do not foresee specific provisions relating to Hedging Auctions, any reference in the DM Auction Rules to

(i) DM Auction shall be read as a reference to Hedging Auctions,

(ii) to Mandatory Participant shall be read as reference to Hedging Auction Participant,

(iii) Mandatory Bid or Bid shall be read as reference to Mandatory Hedging Bid,

(iv) Auction Unit shall be read as reference to Hedging Auction Unit, and

(v) Specific Terms shall be read as reference to Specific Hedging Terms.

[...]

[...]

## **2 DM Auctions**

2.1 DM Auctions will enable the bidders participating in accordance with the DM Auction Rules to enter into the DM Auction Transactions comprised in the relevant Auction Units ~~(each as defined in the Clearing Conditions in Chapter I Part 1 Number 7.5.3 or in Number 4.3 of the FCM Default Rules)~~ with Eurex Clearing AG pursuant to the Clearing Conditions or the FCM Default Rules, respectively, at an auction price for the relevant Auction Unit determined in accordance with these DM Auction Rules (the price for an Auction Unit in each case an “**Auction Price**”).

[...]

Hedging Auctions will enable the bidders participating in accordance with the DM Auction Rules to enter into the DM Hedging Transactions comprised in the relevant Hedging Auction Units with Eurex Clearing AG pursuant to the Clearing Conditions or the FCM Default Rules, respectively, at an auction price for the relevant Hedging Auction Unit determined in accordance with these DM Auction Rules (the price for an Auction Unit in each case an Auction Price).

[...]

## **3 Participation in DM Auctions**

[...]

Participants in Hedging Auctions are

(i) Hedging Auction Participants,

(ii) Hedging Auction Bidding Agent, and

(iii) Special Hedging Auction Bidding Agent

as further described under Numbers 3.7 to 3.9 below.

[...]

### 3.3 Clearing Agent Participant

3.3.1 A Clearing Agent of an Basic Clearing Member ("**Clearing Agent Participant**"), may also participate in a DM Auction upon invitation by Eurex Clearing AG. The Basic Clearing Member shall inform Eurex Clearing AG about the appointment of a Clearing Agent Participant by submitting the form for the appointment of the Clearing Agent Participant attached to these DM Auction Rules as Appendix 1 ("**Clearing Agent Participant Appointment Form**"). The Basic Clearing Member may choose to appoint the Clearing Agent Participant with respect to all or specific Liquidation Groups as specified in the Clearing Agent Participant Appointment Form. In the Clearing Agent Participant Appointment Form, the Basic Clearing Member shall provide the contact details of at least one contact person at the Clearing Agent Participant for any inquiries Eurex Clearing AG may have with respect to participation of the Clearing Agent Participant in the DM Auctions. Such contact person shall be available without interruptions during regular business hours and has sufficient German or English language skills.

[...]

3.3.4 The appointment of the Clearing Agent Participant can be terminated by the Basic Clearing Member at any time. Such termination requires a written notice to Eurex Clearing AG by the Basic Clearing Member with a prior notice period of 30 calendar days.

### 3.4 Client Participant

3.4.1 A Disclosed Direct Client or any other customer of a Clearing Member or an FCM Client of an FCM Clearing Member (each a "**Client Participant**"), may also participate in a DM Auction upon invitation by Eurex Clearing AG. The Clearing Member or FCM Clearing Member shall inform Eurex Clearing AG about the appointment of a Client Participant by submitting the form for the appointment of a Client Participant attached to these DM Auction Rules as Appendix 2 ("**Client Participant Appointment Form**"). The Clearing Member or FCM Clearing Member may choose to appoint the Client Participant with respect to all or specific Liquidation Groups as specified in the Client Participant Appointment Form. In the Client Participant Appointment Form, the Clearing Member or FCM Clearing Member shall provide the contact details of at least one contact person at the Client Participant for any inquiries Eurex Clearing AG may have with respect to participation of the Client Participant in the DM Auctions and who shall be available without interruptions during regular business hours and has sufficient German or English language skills.

[...]

3.4.4 The appointment of the Client Participant can be terminated by the Clearing Member or FCM Clearing Member at any time. Such termination requires a written notice to Eurex Clearing AG by the Clearing Member or FCM Clearing Member with a prior notice period of 30 calendar days.

### 3.5 Bidding Agent

[...]

3.5.1 The Mandatory Participant shall inform Eurex Clearing AG about the appointment of a Bidding Agent by submitting the form for the appointment of the Bidding Agent attached to these General DM Auction Rules as Appendix 3 (“Bidding Agent Appointment Form”). The Mandatory Participant may choose to appoint the relevant Bidding Agent with respect to all or specific Liquidation Groups as specified in the Bidding Agent Appointment Form. In the Bidding Agent Appointment Form, the Mandatory Participant shall provide the contact details of at least one contact person at the Bidding Agent for any inquiries Eurex Clearing AG may have with respect to the participation of the Bidding Agent in the DM Auctions and who shall be available without interruptions during regular business hours and has sufficient German or English language skills.

[...]

3.5.6 The appointment of the Bidding Agent can be terminated by the Mandatory Participant at any time. Such termination requires a written notice to Eurex Clearing AG by the Mandatory Participant with a prior notice period of 30 calendar days.

### 3.6 **Selected Auction Participant**

[...]

3.6.1 Such Clearing Member shall only become a Selected Auction Participant if and when the following requirements are met:

- (1) the Mandatory Participant or FCM Mandatory Participant has submitted to Eurex Clearing AG a completed form for the appointment of the Selected Auction Participant in the form as attached to these General DM Auction Rules as Appendix 4 (“Selected Auction Participant Appointment Form”); the Mandatory Participant or FCM Mandatory Participant may choose to appoint the relevant Selected Auction Participant with respect to all or specific Liquidation Groups as specified in the Selected Auction Participant Appointment Form.

[...]

[...]

### 3.7 **Hedging Auction Participant**

Each Hedging Auction Participant, which is invited to a Hedging Auction, -shall be obliged to participate in such Hedging Auction.

To become a Hedging Auction Participant, the Clearing Member or FCM Clearing Member and Eurex Clearing AG need to sign the Hedging Auction Participation Agreement attached to these DM Auction Rules as Appendix 5.

### 3.8 Hedging Auction Bidding Agent

A Hedging Auction Participant may appoint a Disclosed Direct Client as its agent which shall participate in Hedging Auctions on behalf and in the name of the Hedging Auction Participant (“Hedging Auction Bidding Agent”). The Hedging Auction Bidding Agent

shall not be allowed to appoint another third party as its agent. Unless otherwise provided in the following provisions, Chapter I Part 1 Number 15.2 of the Clearing Conditions shall apply accordingly.

3.8.1 The Hedging Auction Participant shall inform Eurex Clearing AG about the appointment of a Hedging Auction Bidding Agent by submitting the form for the appointment of the Hedging Auction Bidding Agent attached to these General DM Auction Rules as Appendix 6 (“**Hedging Auction Bidding Agent Appointment Form**”). The Hedging Auction Participant may choose to appoint the relevant Hedging Agent Bidding Agent with respect to all or specific Liquidation Groups as specified in the Hedging Auction Bidding Agent Appointment Form. In the Hedging Auction Bidding Agent Appointment Form, the Hedging Auction Participant shall provide the contact details of at least one contact person at the Hedging Auction Bidding Agent for any inquiries Eurex Clearing AG may have with respect to the participation of the Hedging Auction Bidding Agent in the Hedging Auctions and who shall be available without interruptions during regular business hours and has sufficient German or English language skills.

3.8.2 The Hedging Auction Bidding Agent shall be granted direct access to the Auction Tool by Eurex Clearing AG upon the request of the Hedging Auction Participant. By submitting the Hedging Auction Bidding Agent Appointment Form, the Hedging Auction Participant authorises the Hedging Auction Bidding Agent to submit Bids on behalf and in the name of the Hedging Auction Participant. The Hedging Auction Participant acknowledges that each Bid submitted by the Hedging Auction Bidding Agent therefore constitutes a Bid by the Hedging Auction Participant and only binds the Hedging Auction Participant vis-à-vis Eurex Clearing AG.

3.8.3 If the Hedging Auction Participant appoints an Affiliate as its Hedging Auction Bidding Agent, the Hedging Auction Participant shall disclose such connection to Eurex Clearing AG in the Hedging Auction Bidding Agent Appointment Form. Affiliate shall have the meaning as specified under Number 3.5.3.

3.8.4 For the avoidance of doubt, the status of the Hedging Auction Participant does not change due to the appointment of a Hedging Auction Bidding Agent. If the Hedging Auction Bidding Agent

(i) submits a Bid, which would have been an Invalid Hedging Bid, if such Bid would have been submitted by the Hedging Auction Participant,

(ii) does not submit a Bid for a Hedging Auction Unit during the relevant Hedging Auction, or

(iii) or submits a winning Bid.

the Hedging Auction Participant shall be subject to the applicable consequences under Chapter I Part 1 Number 7.5.2 (2) of the Clearing Conditions, in particular the consequences under Paragraph (2) (viii) (Juniorised Hedging Contribution) and Paragraph (2) (ix) (Seniorised Hedging Contributions).

3.8.5 Eurex Clearing AG may at any time exercise its veto right with respect to the appointment of a Hedging Auction Bidding Agent under the conditions set out pursuant to Chapter I Part 1 Number 15.2 of the Clearing Conditions.

3.8.6 The appointment of the Hedging Auction Bidding Agent can be terminated by the Hedging Auction Participant at any time. Such termination requires a written notice to Eurex Clearing AG by the Hedging Auction Participant with a prior notice period of 30 calendar days.

### 3.9 **Special Hedging Auction Bidding Agent**

A Hedging Auction Participant may appoint a Disclosed Direct Client as its agent which shall participate in Hedging Auctions on behalf and in the name of the hedging Auction Participant, but which shall not qualify as Hedging Auction Bidding Agent (“**Special Hedging Auction Bidding Agent**”). The Special Hedging Auction Bidding Agent shall not be allowed to appoint another third party as its agent. Unless otherwise provided in the following provisions, Chapter I Part 1 Number 15.2 of the Clearing Conditions shall apply accordingly.

3.9.1 The Hedging Auction Participant, the Special Hedging Auction Bidding and Eurex Clearing AG shall sign the Special Auction Bidding Auction Agreement attached to these General DM Auction Rules as Appendix 7 (“**Special Hedging Auction Bidding Agent Agreement**”). The Hedging Auction Participant may choose to appoint the relevant Special Hedging Agent Bidding Agent with respect to all or specific Liquidation Groups as specified in the Hedging Auction Bidding Agent Appointment Form.

3.9.2 The provisions under Numbers 3.8.2 and 3.8.3 shall apply to the Hedging Auction Bidding Agent accordingly.

3.9.3 Contrary to Number 3.8.4, the status of the Hedging Auction Participant changes due to the appointment of a Special Hedging Auction Bidding Agent. If the Special Hedging Auction Bidding Agent

(i) submits a Bid, which would have been an Invalid Hedging Bid, if such Bid would have been submitted by the Hedging Auction Participant,

(ii) does not submit a Bid for a Hedging Auction Unit during the relevant Hedging Auction, or

(iii) or submits a winning Bid.

the Hedging Auction Participant shall not be subject to the applicable consequences under Chapter I Part 1 Number 7.5.2 (2) of the Clearing Conditions, in particular the consequences under Paragraph (2) (viii) (Juniorised Hedging Contribution) and Paragraph (2) (ix) (Seniorised Hedging Contributions), but the Special Hedging Auction Bidding Agent shall be liable in accordance with the Special Hedging Auction Bidding Agent Agreement.

### 3.10 **Suspension and Release**

Eurex Clearing AG shall be entitled to subsequently suspend any Mandatory Participant, FCM Mandatory Participant, Clearing Member Participant, Clearing Agent Participant, Client Participant, Hedging Auction Client Participant, Bidding Agent and Selected Auction Participant from participating in a DM Auction or Hedging Auction upon the occurrence of a serious cause (*aus wichtigem Grund*) with respect to such participant. If a Clearing Member or FCM Clearing Member has been suspended, its Client Participants, Hedging Auction Client Participants -and its Bidding Agent (if any) shall also be suspended.

## 4 Pre-Auction Procedures

### 4.1 Invitees

[...]

---

With respect to each Hedging Auction, Eurex Clearing AG will invite all or some

- (a) Hedging Auction Participants,
- (b) Hedging Auction Bidding Agents, and
- (c) Special Hedging Auction Bidding Agents

(each also qualifying as an Invitee) to participate in the relevant Hedging Auction by providing to each Invitee the Specific Hedging Terms and any further relevant information relating to this Hedging Auction via the Auction Tool or via e-mail.

Eurex Clearing AG is entitled to select the Invitees with respect to each DM Auction and Hedging Auction considering, inter alia,

[...]

### 4.2 Minimum Number of Auction Units

With respect to each Invitee, Eurex Clearing AG shall specify in the Specific Terms a minimum number of Auction Units for which such Invitee shall bid ("**Minimum Auction Units Number**"). The Minimum Auction Units Number shall depend on the relative exposure of the relevant Mandatory Participant or FCM Mandatory Participant with respect to the relevant Liquidation Group(s), in particular with regard to

[...]

- (iii) the risks inherent in the Transactions held by the Mandatory Participant or FCM Mandatory Participant (and, if the Mandatory Participant acts as Clearing Agent Participant for one or more Basic Clearing Members, the Transactions (if any) of its Basic Clearing Members) with respect to the relevant Liquidation Group(s).

The Hedging Auction Minimum Auction Units Number shall be determined in accordance with Chapter I Part 1 Number 7.5.2 (2) of the Clearing Conditions.

### 4.3 Specific Terms

4.3.1 The Specific Terms and the specific auction terms relating to Hedging Auctions (“Hedging Auction Terms”) contain

- (i) the Minimum Auction Units Number or Minimum Hedging Auction Units Number (including information regarding the DM Auction Transactions or DM Hedging Transaction comprised therein),
- (ii) the permissible spread between the two bids to be provided in accordance with Chapter I Part 1 Number 7.5.3 ~~Paragraph (3) (vi)~~ or Chapter I Part 1 Number 7.5.2 (2) (vi) of the Clearing Conditions for the respective Auction Unit or Hedging Auction Unit, if applicable,

[...]

- (iv) with respect to OTC Currency Transactions, the relevant Currency Pair (as defined in the Clearing Conditions in Chapter VIII Part 3 Number 3.1.4.1 Paragraph (2)),~~r~~

[...]

4.3.2 Eurex Clearing AG is entitled at any time prior to the Expiration Time (i) to change the Specific Terms or Specific Auction Terms, or (ii) to cancel a DM Auction, in each case by notice pursuant to Number 11, provided that Eurex Clearing AG shall reasonably extend the Expiration Time to allow for the exercise of the revocation right pursuant to Number 4.3.3 below.

4.3.3 If Eurex Clearing AG amends the Specific Terms or Specific Auction Terms or any provisions of the General DM Auction Rules prior to the Expiration Time of a DM Auction and such amendment is, in the reasonable opinion of Eurex Clearing AG, materially prejudicial to any Invitee that has already submitted its Bid(s) before such amendment was announced and became effective, then such Invitee may revoke its Bid(s), provided that a revocation of the respective Bid(s) will only become effective if received by Eurex Clearing AG prior to the Expiration Time (as amended). Any extension, cancellation, or re-opening of a DM Auction shall be deemed not to be materially prejudicial so that an Invitee may not revoke its Bid in case of any such change.

## 5 Bidding Procedures

### 5.1 General Principles

5.1.1 Each Mandatory Participant is obliged to provide Eurex Clearing AG with its Mandatory Bid(s) ~~(as defined under Chapter I Part 1 Number 7.5.3 Paragraph (3) Clearing~~



~~Conditions~~ for the Minimum Auction Unit Number under each DM Auction to which it was invited by Eurex Clearing AG.

5.1.2 Each FCM Mandatory Participant is obliged to provide Eurex Clearing AG with its Mandatory Bid(s) ~~(as defined in Number 4.3.3 Paragraph (3) of the FCM Default Rules)~~ for the Minimum Auction Unit Number under each DM Auction to which it was invited by Eurex Clearing AG.

[...]

5.1.7 In case of a Client Participant acting in the name and on behalf of its Clearing Member or FCM Clearing Member, the relevant Clearing Member or FCM Clearing Member acknowledges that the Client Participant may for the account of and in the name of such Clearing Member or FCM Clearing Member provide Bids for the relevant Auction Units under each DM Auction to which the Client Participant was invited by Eurex Clearing AG. The relevant Clearing Member or FCM Clearing Member has to ensure that the relevant Client Participant states the identity of the Clearing Member or FCM Clearing Member for which the Bid is provided.

5.1.8 If a Bidding Agent (which is not a Clearing Member) has validly been appointed by a Mandatory Participant, the relevant Mandatory Participant acknowledges that the Bidding Agent may for the account of and in the name of such Mandatory Participant provide Bids for the relevant Auction Units under each DM Auction to which the Bidding Agent was invited by Eurex Clearing AG. The Mandatory Participant has to ensure that the Bidding Agent states the identity of the Mandatory Participant for which the Bid is provided.

[...]

5.1.11 Each Hedging Auction Participant is obliged to provide Eurex Clearing AG with its Mandatory Hedging Bid(s) for the Hedging Auction Minimum Auction Unit Number under each Hedging Auction to which it was invited by Eurex Clearing AG.

5.1.12 In case of a Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent acting in the name and on behalf of its Hedging Auction Participant, the relevant Hedging Auction Participant acknowledges that the Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent may for the account of and in the name of such Hedging Auction Participant provide Bids for the relevant Hedging Auction Units under each Hedging Auction to which the Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent was invited by Eurex Clearing AG. The relevant Hedging Auction Participant has to ensure that the relevant Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent states the identity of the Hedging Auction Participant for which the Bid is provided.

5.2 Each Bid submitted by a Bidding Agent, Client Participant or Selected Auction Participant shall be taken into account when determining whether the relevant Clearing Member or FCM Clearing Member has fulfilled its obligations as a Mandatory Participant or FCM Mandatory Participant in accordance with Number 5.1.1 or 5.1.2. Each Bid submitted by a Hedging Auction Bidding Agent (but not a Special Hedging Auction Bidding Agent) shall

be taken into account when determining whether the relevant Hedging Auction Participant has fulfilled obligations as a Hedging Auction Participant in accordance with Number 5.1.11.

[...]

- 5.4 All Mandatory Participants, FCM Mandatory Participants, Clearing Member Participants, Clearing Agent Participants, Bidding Agents (which are Clearing Members), ~~and~~ Selected Auction Participants and Hedging Auction Participants shall submit their offered price for each Auction Unit or Hedging Auction Unit in accordance with the Auction Format (each a “**Bid**”) in accordance with Number 7 from, and including, the relevant Commencement Time to, and including, the relevant Expiration Time (the “**Bidding Period**”).

In case a Bidding Agent or a Hedging Auction Client Participant or Special Hedging Auction Bidding Agent (which is not a Clearing Member) provides Bids for the account of and in the name of a Mandatory Participant or Hedging Auction Participant or Special Hedging Auction Bidding Agent, the Mandatory Participant or Hedging Auction Participant shall ensure that the Bidding Agent or Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent submits its Bids in accordance with Number 7 within the Bidding Period.

[...]

- 5.5 A Bid (other than a Bid by a FCM Clearing Member) constitutes an offer (*Angebot*) to (a) enter into the DM Auction Transactions comprised in the relevant Auction Unit at the Auction Price or (b) purchase the bonds underlying the relevant Bonds Auction Unit at the Auction Price by

[...]

- (iv) if the Bid was submitted by a Bidding Agent or Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent, the relevant Mandatory Participant or Hedging Auction Participant,
- (v) if the Bid was submitted by a Client Participant, the relevant Clearing Member or FCM Clearing Member of such Client Participant, ~~or~~
- (vi) if the Bid was submitted by a Selected Auction Participant, such Selected Auction Participant, or
- (vii) if the Bid was submitted by a Hedging Auction Participant, such Hedging Auction Participant

(such Mandatory Participant, FCM Mandatory Participant, Clearing Member Participant, Basic Clearing Member, Clearing Member, FCM Clearing Member, ~~or~~ Selected Auction Participant or Hedging Auction Participant, each being a “**Participating Bidder**”).

[...]

[...]

## 6 Determination of the Winning Bid and the Auction Price

[...]

6.4 Upon acceptance of the winning Bid for an Hedging Auction Unit by Eurex Clearing AG, the DM Hedging Transactions of such Hedging Auction Unit shall be established under the Clearing Conditions or the FCM Regulations at the Settlement Time on the Settlement Date against payment of the Auction Price for such Hedging Auction Unit in accordance with the standard practices of Eurex Clearing AG between Eurex Clearing AG and

(i) if the winning Bid was submitted by a Hedging Auction Participant, such Hedging Auction Participant, or

(ii) if the winning Bid was submitted by a Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent, the Hedging Auction Participant.

---

If a Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent submitted the winning Bid, such Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent and its Hedging Auction Participant are free to agree on the establishment of transactions corresponding to the DM Hedging Transactions under their client clearing documentation.

6.5 Eurex Clearing AG shall inform all Participating Bidders and, in case the Bid was submitted by a Client Participant, Clearing Agent Participant or Bidding Agent, Hedging Auction Bidding Agent, also such Client Participant, Clearing Agent Participant, ~~or~~ Bidding Agent or Hedging Auction Bidding Agent or Special Hedging Auction Bidding Agent on the Acceptance Date and at the Acceptance Time on whether their Bid(s) qualified as winning Bid with respect to each Auction Unit in accordance with Number 11.

6.6~~5~~ Eurex Clearing AG shall not disclose

[...]

## 7 Auction Format

[...]

7.2 [...]

Notwithstanding the provisions in Sentence 1, if at least one of the relevant DM Auction Transactions or DM Hedging Transactions qualifies as OTC Interest Rate Derivative Transaction, Interest Rate Derivative Transaction or OTC Currency Transaction, Eurex Clearing AG shall generally conduct separate DM Auctions per currency or Currency

Pair, respectively and shall apply the Auction Format of a **“Single Unit – Pay as you bid”**.

7.3 If the Specific Terms specify “Multi Unit – Pay as you bid” as the applicable Auction Format, the following applies:

[...]

- (ii) each Bid provided by a Participating Bidder shall relate to a single an Auction Unit or to all Auction Units in its entirety (“All-or-Nothing Bid”);
- (iii) the most favourable valid Bid shall be the winning Bid with respect to each Auction Unit or all Auction Units in its entirety (All-or-Nothing Bid) and such Bid shall be the Auction Price for the respective Auction Unit(s);
- (iv) Eurex Clearing AG shall accept the winning Bid pursuant to (iii) above with respect to a single each Auction Unit irrespective of whether Bids were submitted for all Auction Units of the respective DM Auction.

[...]

## 8 Settlement of Auction Price

At the Settlement Time on the Settlement Date, the payment of the Auction Price becomes due and payable and shall be paid in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1 of the Clearing Conditions or pursuant to Chapter I Number 1.4.1 of the FCM Regulations.

[...]

## 10 Representations, Warranties and Undertakings

[...]

10.2 Each Participating Bidder acknowledges to Eurex Clearing AG (and repeats this acknowledgement to Eurex Clearing AG at any time it submits a Bid or its Client Participant, Clearing Agent Participant, ~~or~~ Bidding Agent or Hedging Auction Bidding Agent submits a Bid on its behalf and in its name) that

[...]

- (ii) it understands that acceptance by Eurex Clearing AG of a submitted Bid will constitute a binding contract regarding the entering into the DM Auction Transactions or DM Hedging Transactions comprised in the relevant Auction Unit;

[...]

- (iv) that a margin requirement with respect to the respective DM Auction Transactions or DM Hedging Transactions comprised in the relevant Auction Unit may become due at the relevant Settlement Time.

10.3 Each Participating Bidder represents and warrants and undertakes to Eurex Clearing AG (and repeats this representation, warranty and undertaking to Eurex Clearing AG at any time it submits a Bid or its Client Participant, Clearing Agent Participant, ~~or~~ Bidding Agent or Hedging Auction Bidding Agent submits a Bid on its behalf and in its name) that

- (i) it will keep confidential and will not disclose directly or indirectly the Specific Terms or any other information regarding the relevant DM Auction, including any information with respect to the DM Auction Transactions or DM Hedging Transactions, the Auction Units or any Bids it submitted in the relevant DM Auction to any third party;
- (ii) it will ensure that its Bidding Agent or Hedging Auction Bidding Agent (which is not a Clearing Member) and its Client Participants (if any) will keep confidential and will not disclose directly or indirectly the Specific Terms or any other information regarding the relevant DM Auction, including any information with respect to the DM Auction Transactions or DM Hedging Transactions, the Auction Units or any Bids it submitted in the relevant DM Auction to any third party;

[...]

- (iv) it does not engage in any trading activity which could have an impact on the value of any DM Auction Transaction, DM Hedging Transaction or Auction Unit;

[...]

- (viii) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into the DM Auction Transactions or DM Hedging Transactions and, where it is incorporated or established in Germany, is not imminent illiquid (*drohend zahlungsunfähig*) in the meaning of Sec. 18 of the German Insolvency Code (*Insolvenzordnung*) ("**InsO**"), is not illiquid (*zahlungsunfähig*) in the meaning of Sec. 17 InsO and is not over-indebted (*überschuldet*) in the meaning of Sec. 19 InsO; and

[...]

[...]

## 12 Miscellaneous

[...]

12.2 [...]

The current version of the General DM Auction Rules is available on the Eurex Clearing AG Website ([www.eurexclearing.com](http://www.eurexclearing.com)).

Appendix 1 to the Default Management Auction Rules:

## **Clearing Agent Participant Appointment Form**

**[Letterhead of the Basic Clearing Member]**

[...]

By submitting this Clearing Agent Participant Appointment Form, we authorise the Clearing Agent Participant to submit Bids on our behalf and in our name. We acknowledge that each Bid submitted by the Clearing Agent Participant therefore constitutes a Bid by us and shall only bind us vis-à-vis Eurex Clearing AG.

Terms not defined in this form shall have the meaning given to them in the Default Management Auction Rules or the Clearing Conditions.

[...]

Appendix 2 to the Default Management Auction Rules:

## **Client Participant Appointment Form**

**[Letterhead of the Clearing Member or FCM Clearing Member]**

[...]

Appendix 3 to the Default Management Auction Rules:

## **Bidding Agent Appointment Form**

**[Letterhead of the Mandatory Participant]**

[...]

By submitting the Bidding Agent Appointment Form, we authorise the Bidding Agent to submit Bids on our behalf and in our name.

We acknowledge that each Bid submitted by the Bidding Agent therefore constitutes a Bid by us, which only binds us vis-à-vis Eurex Clearing AG.

We further acknowledge that if the Bidding Agent submits a Bid, which would not qualify as a Sufficient Bid, if it would have been submitted by us, or does not submit a Bid during the relevant DM Auction, we shall be subject to the applicable consequences under Chapter I Part 1 Number 7.5.3 of the Clearing Conditions.

[...]

Appendix 4 to the Default Management Auction Rules:

### **Selected Auction Participant Appointment Form**

[...]

Appendix 5 to the Default Management Auction Rules:

### **Hedging Auction Participation Agreement**

between

**Eurex Clearing AG**

and

**[•]**

This Hedging Auction Participation Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
legal name  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as “**Hedging Auction Participant**”; and

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**”).

The Clearing Member and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions (the “**Clearing Conditions**”) or the Default Management Auction Rules “**DM Auction Rules**”).

1. The Parties enter into this Agreement to agree on the participation of the Hedging Auction Participant in Hedging Auctions upon the occurrence of a Termination, a Basic Clearing Member Termination, or a FCM Clearing Member Termination and if it is deemed appropriate by Eurex Clearing AG to conduct one or more Hedging Auctions.
2. Upon invitation by Eurex Clearing AG, Hedging Auctions will enable the bidders participating in accordance with the DM Auction Rules to enter into the DM Hedging Transactions comprised in the relevant Hedging Auction Units with Eurex Clearing AG pursuant to the Clearing Conditions or the FCM Default Rules at an auction price for the relevant Hedging Auction Unit.
3. By signing this Agreement, the Clearing Member or FCM Clearing Member becomes a Hedging Auction Participant. Each Hedging Auction Participant, which is invited to a Hedging Auction by Eurex Clearing AG, is obliged
  - (i) to participate in such Hedging Auction and



(ii) to provide Mandatory Hedging Bids for (at least) the Minimum Hedging Auction Unit Number as specified by Eurex Clearing AG for such DM Hedging Auction.

4. In case the Hedging Auction Participant

(i) submits an Invalid Hedging Bid for an Auction Unit, or

(ii) does not submit a Mandatory Hedging Bid for an Auction Unit

the Contributions to the Default Fund provided by the Hedging Auction Participant to Eurex Clearing AG will be partly or fully juniorised in accordance with Chapter I Part 1 Number 7.5.2 (2) (vii) of the Clearing Conditions.

In addition, the Hedging Auction Participant has the option to partly or fully remedy the juniorisation of its Contribution by providing the winning Bid in DM Auctions to which the Hedging Auction Participant may be invited by Eurex Clearing AG as Mandatory Participant.

5. If a Hedging Auction Participant provides a winning Mandatory Hedging Bid in a Hedging Auction as determined by Eurex Clearing AG, the Contributions to the Default Fund provided by the Hedging Auction Participant to Eurex Clearing AG will be partly or fully seniorised in accordance with Chapter I Part 1 Number 7.5.2 (2) (ix) of the Clearing Conditions..

6. This Agreement shall form part of the Clearing Conditions.

7. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties.

7.1 Eurex Clearing AG and the Hedging Auction Participant may terminate this Agreement at any time. Such termination requires a written notice to the Hedging Auction Participant or to Eurex Clearing AG, respectively, by the other Party with a prior notice period of 30 calendar days.

For the avoidance of doubt, a termination of this Agreement by the Hedging Auction Participant shall have no effect on Eurex Clearing AG's right under Chapter I Part 1 Number 7.5.2 (2) (iii) (c) of the Clearing Conditions to select the Hedging Auction Participant again, if Eurex Clearing AG is not able to find another Clearing Member or FCM Clearing Member, which is equally appropriate than the Hedging Auction Participant.

7.2 This Agreement shall terminate automatically at the same time when all Clearing Agreements or FCM Clearing Agreements between Eurex Clearing AG and the Hedging Auction Participant are terminated.

8. This Agreement shall be amended pursuant to Chapter I Part 1 Number 17.2 of the Clearing Provisions in the case of amendments to the form of this Agreement set out in Appendix 5 of the DM Auction Rules.

9. If the Hedging Auction Participant is a Clearing Member, it further agrees that it accepts the Clearing Conditions (including all rules and conditions incorporated therein), the Price

List and the General Terms and Conditions to the Connection Agreement (if applicable) as incorporated in the respective clearing agreement entered into between Eurex Clearing AG and the Clearing Member in their most recent version and from hereon as amended from time to time.

10. This Agreement does not and is not intended to confer any rights to third parties. The Hedging Auction Participant shall not assign any of its rights and obligations under this Agreement except with the prior written consent of Eurex Clearing AG.

11. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

12. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

13. The place of performance shall be Frankfurt am Main, Germany.

14. If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

### **AUTHORISED SIGNATURES**

to the

### **Hedging Auction Participation Agreement**

Date

Place

Signature of an authorized signatory at [●] (**Hedging Auction Participant**)

---

Date

---

Place

---

Signature of an authorized signatory at [•] (Hedging Auction Participant)

---

Date

---

Place

---

Signature of an authorized signatory at **Eurex Clearing AG**

---

Date

---

Place

---

Signature of an authorized signatory at **Eurex Clearing AG**

Appendix 6 to the Default Management Auction Rules:

**Hedging Auction Bidding Agent Appointment Form**

**[Letterhead of the Mandatory Participant]**

Member ID: [•]

Eurex Clearing AG

CCP Risk Management Department, Default Management Section

60485 Frankfurt/Main

Germany

**Appointment of a Hedging Auction Bidding Agent**

Pursuant to Number 3.8 of the DM Auction Rules, we hereby appoint the following company as our Hedging Auction Bidding Agent for the participation in the Hedging Auctions:

---

Company name

\_\_\_\_\_  
Street / No

\_\_\_\_\_  
Zipcode / City

\_\_\_\_\_  
Country

We are an Affiliate of the Hedging Auction Bidding Agent:

Yes.

No.

The appointment shall take effect on \_\_\_\_\_.

The term of the appointment shall be:

limited to the following date: \_\_\_\_\_ ; or

unlimited.

The appointment shall apply with respect to the following Liquidation Groups:

all Liquidation Groups; or

the following Liquidation Groups:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following staff member of the Hedging Auction Bidding Agent will be available during regular business hours for any inquiries relating to the participation in Hedging Auctions by the Hedging Auctions Bidding Agent and have sufficient German and/or English language skills:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail

Fax

By submitting the Hedging Auction Bidding Agent Appointment Form, we authorise the Hedging Auction Bidding Agent to submit Bids on our behalf and in our name.

**Acknowledgements:**

**We acknowledge that each Bid submitted by the Hedging Auction Bidding Agent therefore constitutes a Bid by us, which only binds us vis-à-vis Eurex Clearing AG.**

**We further acknowledge that if the Hedging Auction Bidding Agent submits a Bid, which would have been an Invalid Hedging Bid, if such Bid would have been submitted by us, or does not submit a Bid for a Hedging Auction Unit during the relevant Hedging Auction, we shall be subject to the applicable consequences:**

- (i) -under Chapter I Part 1 Number 7.5.2 (2) of the Clearing Conditions (in particular the consequences under Paragraph (2) (viii) (Juniorised Hedging Contribution) and**
- (ii) Paragraph (2) (ix) (Seniorised Hedging Contributions).**

Terms not defined in this form shall have the meaning given to them in the Default Management Auction Rules or the Clearing Conditions.

---

Date

---

Place

---

Signature of an authorized signatory at the Hedging Auction Participant with name in capital letters plus Company Stamp (or print name if no Company Stamp available)

---

Date

---

Place

---

Signature of an authorized signatory at the Hedging Auction Participant with name in capital letters plus Company Stamp (or print name if no Company Stamp available)

Appendix 7 to the Default Management Auction Rules:

**Special Hedging Auction Bidding Agent Agreement**

between

**Eurex Clearing AG**

and

**[ ]**

as Hedging Auction Participant

and

**[ ]**

as Special Hedging Auction Bidding Agent

This Special Hedging Auction Bidding Agent Agreement (the "**Agreement**") is dated the last date specified on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
legal name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as "**Hedging Auction Participant**";

(2) \_\_\_\_\_  
legal name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as "**Special Hedging Agent Bidding Agent**";

(3) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany ("**Eurex Clearing AG**").

The Hedging Auction Participant, the Special Hedging Agent Bidding Agent and Eurex Clearing AG are hereinafter also referred to as the "**Parties**". Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions (the "**Clearing Conditions**") or the Default Management Auction Rules "**DM Auction Rules**").

1. \_\_\_\_\_ The Parties enter into this Agreement to appoint [●] as Special Hedging Agent Bidding Agent pursuant to Number 3.9 of the DM Auction Rules.

2. \_\_\_\_\_ Upon the occurrence of a Termination, a Basic Clearing Member Termination, or a FCM Clearing Member Termination and if it is deemed appropriate by Eurex Clearing AG, Eurex Clearing AG conducts one or more Hedging Auctions to enter into DM Hedging

Transactions in order to hedge the effects of the Terminated Transactions or Terminated FCM Clearing Member Transactions.

3. By signing this Agreement, [●] becomes a Special Hedging Auction Bidding Agent.

The Special Hedging Auction Bidding Agent, if invited to a Hedging Auction by Eurex Clearing AG, shall

- (i) participate in such Hedging Auction and
- (ii) to provide Bids for (at least) the Minimum Hedging Auction Unit Number as specified by Eurex Clearing AG for such Hedging Auction in the Special Hedging Auction Terms.

4. Due to the appointment of a Special Hedging Auction Bidding Agent, the status of the Hedging Auction Participant changes. If the Special Hedging Auction Bidding Agent

- (i) submits a Bid, which would have been an Invalid Hedging Bid, if such Bid would have been submitted by the Hedging Auction Participant,
- (ii) does not submit a Bid for a Hedging Auction Unit during the relevant Hedging Auction, or
- (iii) or submits a winning Bid,

the Hedging Auction Participant shall not be subject to the applicable consequences under Chapter I Part 1 Number 7.5.2 (2) of the Clearing Conditions, in particular the consequences under Paragraph (2) (viii) (Juniorised Hedging Contribution) and Paragraph (2) (ix) (Seniorised Hedging Contributions).

5. **THE SPECIAL HEDGING AUCTION BIDDING AGENT SHALL READ THE PROVISIONS UNDER THIS NUMBER 5. VERY CAREFULLY:** As a compensation for the release of the Hedging Auction Participant from its liability under Chapter I Part 1 Number 7.5.2 (2) (viii) of the Clearing Conditions, the Special Hedging Auction Bidding Agent shall be liable with an amount of 1.000.000 Euro (“**Liability Amount**”).

5.2 If the Special Hedging Auction Bidding Agent

- (i) submits a Bid for a Hedging Auction Unit, which would have been an Invalid Hedging Bid, if such Bid would have been submitted by the Hedging Auction Participant, or
- (ii) does not submit a Bid for a Hedging Auction Unit during the relevant Hedging Auction,

(each an “**Invalid Bid**”), the Special Hedging Auction Bidding Agent shall be obliged to pay the Applied Liability Amount to Eurex Clearing AG for each Liquidation Group for which it shall act as Special Hedging Auction Bidding Agent.



The Applied Liability Amount shall be determined by Eurex Clearing AG for each Liquidation Group in accordance with the following provisions:

- (a) If the Special Hedging Auction Bidding Agent was appointed as bidding agent for more than one Liquidation Group, Eurex Clearing AG shall determine the parts of the Liability Amount, which are reserved for each Liquidation Group (each a **“Liquidation Group Liability Amount”**).

The Liquidation Group Liability Amount shall be calculated as the product of (i) the Liability Amount and (ii) the Liquidation Group Ratio.

The **“Liquidation Group Ratio”** is the ratio between (i) the applicable Omnibus Margin or Margin under the Individual Segregated Account Provisions relating to the relevant Special Hedging Auction Bidding Agent for the relevant Liquidation Group with respect to which it was appointed as Special Hedging Auction Bidding Agent and (ii) the applicable Omnibus Margin or Margin under the Individual Segregated Account Provisions relating to the relevant Special Hedging Auction Bidding Agent for all Liquidation Groups with respect to which it was appointed as Special Hedging Auction Bidding Agent.

For the avoidance of doubt, if the Special Hedging Auction Bidding Agent was appointed as Special Hedging Auction Bidding Agent for only one Liquidation Group, the Liability Amount Liquidation Group Ratio shall be 1 (one).

- (b) After determination of the Liquidation Group Liability Amount, Eurex Clearing AG calculates the **“Applied Liability Amount”** for each Liquidation Group by multiplying (i) the Liquidation Group Liability Amount by (ii) the Non-Bidding Ratio.

**“Non-Bidding Ratio”** means the ratio of (I) the aggregate of the number of Invalid Bids of the Special Hedging Auction Bidding Agent and (II) the Minimum Hedging Auction Unit Number with respect to the relevant Liquidation Group.

The Applied Liability Amount relating to the relevant Liquidation Group shall be treated as Juniorised Hedging Contribution pursuant to Chapter I Part 1 Number 6.2.1 (7) of the Clearing Conditions.

**6. THE HEDGING AUCTION PARTICIPANT SHALL READ THE PROVISIONS UNDER THIS NUMBER 6. VERY CAREFULLY:**

By signing the Special Hedging Auction Bidding Agent Agreement, the Hedging Auction Participant authorise the Special Hedging Auction Bidding Agent to submit Bids on behalf and in the name of the Hedging Auction Participant.

The Hedging Auction Participant herewith acknowledges that each Bid submitted by the Special Hedging Auction Bidding Agent constitutes a Bid by the Hedging Auction Participant, which only binds the Hedging Auction Participant us vis-à-vis Eurex Clearing AG.

**7. General Elections**

7.1 The Special Hedging Auction Bidding Agent is an Affiliate of the Hedging Auction Participant:

Yes.

No.

7.2 The appointment shall take effect on \_\_\_\_\_.

7.3 The term of the appointment shall be:

limited to the following date: \_\_\_\_\_; or

unlimited.

7.4 The appointment shall apply with respect to the following Liquidation Groups:

all Liquidation Groups; or

the following Liquidation Groups:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.5 The following staff member of the Hedging Auction Bidding Agent will be available during regular business hours for any inquiries relating to the participation in Hedging Auctions by the Hedging Auctions Bidding Agent and have sufficient German and/or English language skills:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Fax

8. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties.

8.1 Eurex Clearing AG, the Hedging Auction Participant and the Special Hedging Auction Bidding Agent may terminate this Agreement at any time. Such termination requires a written notice to both other Parties by the terminating Party with a prior notice period of 30 calendar days.

---

For the avoidance of doubt, a termination of this Agreement by the Hedging Auction Participant shall have no effect on Eurex Clearing AG's right under Chapter I Part 1 Number 7.5.2 (2) (iii) (c) of the Clearing Conditions to select the Hedging Auction Participant again, if Eurex Clearing AG is not able to find another Clearing Member or FCM Clearing Member, which is equally appropriate than the Hedging Auction Participant.

- 8.2 This Agreement shall terminate automatically at the same time when all Clearing Agreements or FCM Clearing Agreements between Eurex Clearing AG and the Hedging Auction Participant are terminated.
- 8.3 As of the effectiveness termination of this Agreement, Eurex Clearing AG shall return the remaining Liability Amount to the Special Hedging Auction Bidding Agent.
9. This Agreement can only be amended by signing a new version of the Agreement.
10. This Agreement does not and is not intended to confer any rights to third parties. The Special Hedging Auction Bidding Agent shall not assign any of its rights and obligations under this Agreement except with the prior written consent of Eurex Clearing AG.
11. If the Hedging Auction Participant is a Clearing Member, it further agrees that it accepts the Clearing Conditions (including all rules and conditions incorporated therein), the Price List and the General Terms and Conditions to the Connection Agreement (if applicable) as incorporated in the respective clearing agreement entered into between Eurex Clearing AG and the Clearing Member in their most recent version and from hereon as amended from time to time.
12. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
- Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
13. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.
14. The place of performance shall be Frankfurt am Main, Germany.
15. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

**AUTHORISED SIGNATURES**

to the

**Special Hedging Auction Bidding Agent Agreement**

Date Place Signature of an authorized signatory at [●] (Hedging Auction Participant)

Date Place Signature of an authorized signatory at [●] (Hedging Auction Participant)

Date Place Signature of an authorized signatory at [●] (Special Hedging Auction Bidding Agent)

Date Place Signature of an authorized signatory at [●] (Special Hedging Bidding Agent)

Date Place Signature of an authorized signatory at Eurex Clearing AG

Date Place Signature of an authorized signatory at Eurex Clearing AG

\*\*\*\*\*