
AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 1 General Provisions

[...]

- (2) In consultation with the Eurex Exchange, Eurex Clearing AG shall determine which Eurex Transactions shall be included in the Clearing and shall publish them on the Eurex Clearing Website~~website of Eurex Clearing AG (www.eurexclearing.com)~~.

[...]

[...]

1.7 Obligations with regard to the Tax Legislation of the United States of America

[...]

- (2) [...]

Clearing Members admitted to trading at Eurex Deutschland and participating in the Clearing of any Eurex Transaction being subject to Section 871(m) of the IRC ("**Potential 871m Transaction**") that references interest in at least one security that could give rise to a U.S. source dividend (as defined in Treasury Regulations Section 1.871-15 (a) (12) or any successor thereto) shall provide Eurex Clearing AG (i) with a duly executed Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting) or Form W-9 (Request for Taxpayer Identification Number and Certification) and (ii) by the 10th day of each month with all information in form and substance, each as laid out on the Eurex Clearing Website~~Eurex Clearing's webpage (www.eurexclearing.com)~~.

[...]

[...]

Part 2 Clearing of Futures Contracts

[...]

[...]

2.3 Clearing of Fixed Income Futures Contracts

[...]

2.3.5 Failure to Deliver

- (1) In the event that a Clearing Member fails to deliver the bonds to be delivered notified by it on the delivery day (as per Number 2.3.1) according to the instructions of Eurex Clearing AG during the delivery times determined for the delivery day (as published by Eurex Clearing AG on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~)), Eurex Clearing AG shall be entitled to take the following measures:

[...]

- (4) In the event that a Clearing Member fails to deliver bonds of the Federal Republic of Germany to be delivered by it on the delivery day until 14:15 CE(S)T, but until the respective End-of-Settlement time (as published by Eurex Clearing AG on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~)) ("**Settlement Cut-Off Time**"), such Clearing Member shall pay to Eurex Clearing AG a contractual penalty in the amount of 0.04 per cent of the nominal value of the non- delivered bonds.

In the event that a Clearing Member fails to deliver bonds of the Federal Republic of Germany to be delivered by it on the delivery day until the respective Settlement Cut-Off Time or other bonds during the delivery times determined for the delivery day (as published by Eurex Clearing AG on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~)), such Clearing Member shall pay to Eurex Clearing AG a contractual penalty for the period from the delivery day (whereby the delivery day will be taken into account for the calculation) to the earlier of (a) the date of actual delivery or (b) the date of a replacement purchase (whereby such earlier date will not be taken into account for the calculation) in the following amount:

[...]

2.5 Clearing of Futures Contracts of Exchange Traded Fund Shares

[...]

2.5.1 Delivery and Payment Procedures

[...]

- (2) [...]

All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on the Eurex Clearing Website www.eurexclearing.com).

[...]

2.7 Clearing of Futures Contracts on Shares

[...]

2.7.1 Delivery and Payment Procedures

(1) [...]

All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on the Eurex Clearing Website www.eurexclearing.com).

[...]

2.11 Clearing of Commodity Index Futures Contracts

[...]

2.11.1 Payment Procedures

To the extent not provided otherwise, all payments shall be made on the Business Day following the final settlement day (Number 1.10.4 of the Eurex Contract Specifications). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on the Eurex Clearing Website www.eurexclearing.com).

[...]

2.12 Clearing of FX Rolling Spot Futures Contracts

[...]

2.12.6 Termination of FX Rolling Spot Futures by Eurex Clearing AG upon Request of a FX Rolling Spot Participant

[...]

(5) FX MIP Request

If adequate attempts to close FX Rolling Spot Futures as specified in Number 2.12.6 (4) did not result in the close of more than 5 per cent of the FX

Rolling Spot Futures the orders and quotes specified in Number 2.12.6 (5) (a) and b) were related to, the FX Rolling Spot Participant may file a FX MIP Request via e-mail using the FX MIP Request form available on the Eurex Clearing Website ~~the website of Eurex Clearing AG (www.eurexclearing.com)~~. Such FX MIP Request will only be considered if the requesting FX Rolling Spot Participant provides Eurex Clearing AG with the following information in such form:

[...]

(7) First FX MIP Announcement

If Eurex Clearing AG finds that all requirements of Number 2.12.6 (4) and (5) are fulfilled, it will publicly announce on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~ that a FX MIP Request has been filed and determine the point in time the FX MIP is scheduled to take place ("**First FX MIP Announcement**") on the Business Day following the day of the First FX MIP Assessment at the latest. The FX MIP shall take place on the fifth Business Day after the Business Day of the First FX MIP Announcement. However, Eurex Clearing AG may at its sole discretion schedule a later point in time, if it deems it necessary to do so. In such First FX MIP Announcement, Eurex Clearing AG will disclose the FX Rolling Spot Futures Contracts which are subject to the FX MIP but neither the affected buy side or sell side nor the identity of the FX Rolling Spot Participant which has filed the FX MIP Request.

(8) Obligations of FX Rolling Spot Participants filing a FX MIP Request

[...]

- b) Such FX Rolling Spot Participant further has to confirm vis-à-vis Eurex Clearing AG via e-mail using the FX MIP Request form available on the Eurex Clearing Website ~~the website of Eurex Clearing AG (www.eurexclearing.com)~~ that it wishes to proceed with the FX MIP and the number of FX Rolling Spot Futures Contracts that it wishes to terminate by the FX MIP (limited by the number stated in the FX MIP Request and taking into account the FX Rolling Spot Futures Contracts which have been closed by means of previous inverse transactions by the latest on 07:00 p.m. CE(S)T on the Business Day prior to the Business Day on which the FX MIP is scheduled. Failure to make such confirmation in time will result in the rejection of the FX MIP Request. A rejected FX MIP Request may not be resumed by a FX Rolling Spot Participant.

[...]

(10) Second FX MIP Announcement

- a) If the requirements of Number 2.12.6 (8) have not been fulfilled, Eurex Clearing will announce this on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~. Upon such announcement, the FX MIP Request will be rejected.

- b) If the requirements of Number 2.12.6 (8) have been fulfilled, Eurex Clearing will announce on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~ the number of FX Rolling Spot Futures Contracts and the respective side of such FX Rolling Spot Future (buy side/sell side) that will be subject to termination due to the FX MIP.

[...]

2.14 Clearing of Futures Contracts on the dividends of Shares

[...]

2.14.1 Payment Procedures

To the extent not provided otherwise, all payments shall be made on the Business Day following the final settlement day (Number 1.13.4 of the Eurex Contract Specifications). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (a list of such institutions is available on the Eurex Clearing Website ~~www.eurexclearing.com~~).

[...]

2.26 Clearing of Stock Tracking Futures

[...]

2.26.1 Payment Procedures

To the extent not provided otherwise, all payments shall be made on the Business Day following the final settlement day (Number 1.27.4 of the Eurex Contract Specifications). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on the Eurex Clearing Website ~~www.eurexclearing.com~~).

[...]

Part 3 Clearing of Options Contracts

[...]

[...]

3.10 Clearing of Commodity Index Options Contracts

[...]

3.10.1 Payment Procedures

To the extent not provided otherwise, all payments shall be made on the Business Day following the final settlement day (Number 2.10.5 of the Eurex Contract Specifications). All Clearing Members must ensure their ability to effect payments on the due date thereof by having sufficient credit balances in the respective currency of the contract in the account with a payment institution recognised by Eurex Clearing AG (available on the Eurex Clearing Website ~~www.eurexclearing.com~~).

[...]

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 2 Clearing of Repo Transactions

2.1 Repo Transactions

[...]

2.1.1 Inclusion of Eurex Repo Transactions into Clearing by Open Offer or by Novation

- (1) Eurex Clearing AG shall determine in consultation with Eurex Repo GmbH which kind of Eurex Repo Transactions or securities underlying these Eurex Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the Eurex Clearing Website ~~website of Eurex Clearing AG (www.eurexclearing.com)~~, as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo Transactions, the notification for included securities shall be carried out in Xemac.

[...]

2.1.2 Inclusion of Original MTF Repo Transactions into Clearing by Novation

- (1) Eurex Clearing AG shall determine in consultation with the respective multilateral trading facility which kind of Original MTF Repo Transactions or securities underlying these Original MTF Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the Eurex Clearing Website ~~website of Eurex Clearing AG (www.eurexclearing.com)~~, as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo Transactions, the notification for included securities shall be carried out in Xemac.

[...]

[...]

Chapter V of the Clearing Conditions of Eurex Clearing AG

Transactions Concluded at the Frankfurter Wertpapierbörse

As of 20.09.2021

[...]

Part 1 General Provisions

[...]

- (2) Eurex Clearing AG determines, in agreement with FWB, which FWB Transactions respectively which securities and rights underlying these FWB Transactions shall be included in the Clearing. The FWB Transactions being included in the Clearing shall be published by Eurex Clearing AG to the Clearing Members via electronic publication in the internet exclusively, available on the ~~website of~~ Eurex Clearing ~~Website~~AG (~~www.eurexclearing.com~~).

[...]

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

[...]

2.2 Failure to Deliver

2.2.1 Failure to Deliver Securities

[...]

(1) General Provisions

(a) Failure to Deliver Shares

If the Shares to be delivered by the Clearing Member having the delivery obligation have not been delivered to the Settlement Location on the 4th Business Day following the delivery date at the latest until the respective End-of-Settlement time (as published by Eurex Clearing AG on the ~~Eurex Clearing Website~~ ~~its website~~ (~~www.eurexclearing.com~~)) ("**Settlement Cut-Off Time**"), Eurex Clearing AG will initiate a buy-in process within the meaning of Chapter I Part 1 Number 1.4.4 (1), whereby Eurex Clearing AG attempts to acquire the relevant Securities from a third party, unless the Clearing Member having the delivery obligation holds an identical claim against Eurex Clearing AG which may be set off against the claim Eurex Clearing AG holds against such Clearing Member. Where Eurex Clearing AG initiates a buy-in process, Eurex Clearing AG may (i) directly purchase the Securities from a third party, (ii) appoint a third party buy-in agent to acquire the Securities for Eurex Clearing AG and/or (iii) conduct an auction in accordance with the Auction Terms. If Eurex Clearing AG conducts an auction in accordance with the

Auction Terms, to acquire the non-delivered Shares, Paragraph (2) (a) shall apply.

[...]

(6) Contractual Penalty

[...]

(b) Non-delivery of Securities

[...]

The assertion of the contractual penalty against Eurex Clearing AG by the Clearing Member to whom delivery has not been effected must be in written form by using a template accessible on the Eurex Clearing Website ~~Eurex Clearing AG's website (www.eurexclearing.com)~~, within 30 days following the delivery day.

[...]

[...]

Chapter VIII of the Clearing Conditions of Eurex Clearing AG

Clearing of OTC Interest Rate Derivative Transactions, OTC FX Transactions and OTC XCCY Transactions

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

Part 1 General Provisions

[...]

1.2 Conclusion of Transactions

[...]

1.2.1 Novation of Original OTC Transactions

[...]

(7) For the purposes of this Chapter VIII,

- (a) “**Approved Trade Source System**” or “**ATS**” means a provider of trade information to be appointed by each of the parties to an Original OTC Transaction, and recognised by Eurex Clearing AG, for the purpose of transmitting Trade Records for Clearing with Eurex Clearing AG, as published on the ~~website of Eurex Clearing AG~~ (~~Website~~www.eurexclearing.com).

[...]

1.2.3 Novation Criteria

- (1) Eurex Clearing AG will accept an Original OTC Transaction for inclusion in the Clearing in accordance with the novation process if all of the following novation criteria are fulfilled:

[...]

7. The Original OTC Transaction that is transmitted to the system of Eurex Clearing AG in order to be novated into an OTC Interest Rate Derivative Transaction must be of a product type recognised by Eurex Clearing AG as published on the Eurex Clearing Website~~its website~~ (~~www.eurexclearing.com~~) and provided for in Part 2 (the “**Product Type**”);

[...]

Part 2 Clearing of OTC Interest Rate Derivative Transactions

2.1 General Provisions

[...]

2.1.2 Types of Transactions eligible for the Clearing; Additional Terms

- (1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 2.1.5.1 below, Eurex Clearing AG determines the Product Types of OTC Interest Rate Derivative Transactions to be included in the Clearing of Eurex Clearing AG and publishes the relevant Product Types on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~).

[...]

[...]

Part 3 Clearing of OTC FX Transactions

3.1 General Provisions

[...]

3.1.3 OTC Currency Products Clearing License

The OTC Clearing License granted for the Clearing of OTC FX Transactions and OTC XCCY Transactions (as defined in Part 4 Number 4.1.1) (the “**OTC Currency Products Clearing License**”) entitles

[...]

(B) [...]

- (1) The applicant is (i) an institution within the meaning of Article 2 lit. (b) of the Settlement Finality Directive and has provided evidence thereof in a form satisfactory to Eurex Clearing AG and (ii) a participant in an ATS designated by Eurex Clearing AG on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~) in respect of OTC FX Transactions.

[...]

[...]

Part 4 Clearing of OTC XCCY Transactions

4.1 General Provisions

[...]

4.1.3 Additional Requirements for an OTC Currency Product Clearing License to clear OTC XCCY Transactions

The OTC Currency Products Clearing License granted pursuant to Part 3 Number 3.1.3 entitles the Clearing Member to clear also OTC XCCY Transactions as further set out in Part 3 Number 3.1.3 if the applicant is a participant in an ATS designated by Eurex Clearing AG on ~~the Eurex Clearing Website its website (www.eurexclearing.com)~~ in respect of OTC XCCY Transactions and the applicant has opted to clear OTC XCCY Transactions.

[...]

Appendix 1 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

between Eurex Clearing AG and a Clearing Member

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

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 but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions (the “**Clearing Conditions**”).

[...]

3. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out ~~via on~~ Eurex Clearing AG Website’s website ~~www.eurexclearing.com~~. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

[...]

Appendix 5 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

for the Clearing of GC Pooling Repo Transactions with the Holder
of a Specific Repo License

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

The Holder of a Specific Repo License 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 but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

[...]

3. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out ~~via internet on the Eurex Clearing Website~~ website_www.eurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

[...]



Appendix 7 to the Clearing Conditions of Eurex Clearing AG:

Pledge Agreement

relating to pledges of Eligible Margin Assets in the form of Securities

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

This agreement (the “**Agreement**”) is dated the last date set out on the signature page hereof and entered into

BETWEEN:

[...]

[(3) _____]

legal name

acting through / having its (registered) office at

as third-party account holder designated by the Clearing Member in accordance with this Agreement (the “**Third-Party CM Account Holder**”).¹

The Clearing Member [] [and] Eurex Clearing AG [and the Third-Party CM Account Holder] are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

¹ Text in square brackets marked in blue [] shall apply if the pledges relate to one or more (sub-)accounts/XEMAC Claim-IDs held by a Third-Party CM Account Holder in accordance with Chapter I Part 1 Number 3.6 of the Clearing Conditions.

WHEREAS:

[...]

(C) [Subject to compliance with applicable laws, the limitations set out in the Clearing Conditions and the provisions of this Agreement, pledges for purposes of providing Margin may, under certain conditions, also be granted by the Clearing Member if the pledged Eligible Margin Assets are credited to a specific account held by the Third-Party CM Account Holder.]

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out ~~via on the Eurex Clearing AG’s website~~ Website www.eurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

[...]

Schedule 1

Pledges relating to Securities in Luxembourg Securities Accounts

[...]

The Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

Unless the context requires otherwise, terms used but not defined in this Schedule shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule 1 is attached and:

[...]

[...]

Appendix 10 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

with a Clearing Agent
and a Basic Clearing Member

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

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

BETWEEN:

[...]

- (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, Germany (“**Eurex Clearing AG**”).

The Clearing Agent, the Basic 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 but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

[...]

2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**General Terms and Conditions to the Connection Agreement**”), in each case as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the General Terms and Conditions to the Connection Agreement may be viewed and printed out via on Eurex Clearing AG’s website www.eurexclearingWebsite.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

[...]



Appendix 11 to the Clearing Conditions for Eurex Clearing AG:

Pledge Agreement

relating to pledges of Eligible Margin Assets in order to provide Basic Clearing Member Margin in the form of Securities

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

The Basic Clearing Member [.] [and] Eurex Clearing AG [[and]/[.] the Clearing Agent] [and the Third Party Account Holder] are hereinafter also referred to as the “Parties” and each of them as a “Party”. Unless the context requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “Clearing Conditions”).

[...]

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “Referenced Conditions”)) as amended from time to time. The Clearing Conditions may be viewed and printed out (in one or more files) via on the Eurex Clearing AG’s ~~website~~ www.Websiteeurexclearing.com. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

[...]

Schedule 1 – Pledges relating to Basic Clearing Member Margin in Luxembourg Securities Accounts held by the Basic Clearing Member (Bilateral Version)

[...]

The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used but not defined in this Schedule 1 shall have the meaning given to them (including by way of reference therein) in the text of the Agreement and:

[...]

[...]

Schedule 2 – Pledges relating to Basic Clearing Member Margin in Luxembourg Securities Accounts held by the Third Party Pledge Holder (Triparty Version)¹

[...]

¹ In case a specific operation/construction involves several Third Party Pledge Holders (for instance, a Clearing Agent and a Third Party Account Holder), all having signed the main Agreement (the Agreement being hence a multiparty agreement), this Schedule 2 shall be read as governing the relationship between the Pledgor, the Pledge and a relevant Third Party Pledge Holder (the “**Relevant Third Party Pledge Holder**”) in a triparty manner and with respect to the relevant Collateral Accounts opened in the name of that Relevant Third Party Pledge Holder and excluding any other Third Party Pledge Holder (the “**Other Third Party Pledge Holder**”) and the Collateral Accounts opened in the name of the Other Third Party Pledge Holder.

Accordingly, the analysis of the required notices to be served to CBL under Attachments 1 or 2 hereunder (as applicable) shall be made by reference to each triparty relationship considering the relevant type of Collateral Accounts of the Relevant Third Party Pledge Holder and the role of the Relevant Third Party Pledge Holder (whether it is the Collateral Giver or not).

In the above context:

(a) where Luxembourg Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder may only be the Clearing Agent and a notice in the form of Attachment 1 hereto will be required;

(b) where CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder (which may either be the Clearing Agent or the Third Party Account Holder) will be required to serve a notice to CBL in accordance with Attachment 2 hereto if it is not the Collateral Giver. In case it is the Collateral Giver, no notices are required to be made specifically under this Agreement.



The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

Unless the context requires otherwise, terms used but not defined in this Schedule 2 shall have the meaning given to them (including by way of reference therein) in the text of the Agreement and:

[...]

[...]



Appendix 13 to the Clearing Conditions of Eurex Clearing AG:

FX Swap Line Agreement

between Eurex Clearing AG and a Clearing Member

As of 20.09.2020

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

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 of Eurex Clearing AG (the “**Clearing Conditions**”).

[...]

2. *Incorporation of Clearing Conditions.* This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out via internet on the Eurex Clearing Website ~~www.eurexclearing.com~~. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

Unless the context requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions

[...]

5. *Exercise of Option.* Eurex Clearing AG may decide to exercise the Option via the Approved Trade Source System designated by Eurex Clearing AG on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~ in respect of OTC FX Transactions. Eurex Clearing AG can exercise the Option between the CLS Cut-Off Time and the CLS Processing Time on any Business Day.

[...]



Appendix 14 to the Clearing Conditions of Eurex Clearing AG:

Full Title Transfer Agreement

relating to the transfer of ownership of Securities to Eurex Clearing AG
by using securities accounts of a third party

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out via internet on the Eurex Clearing Website’s website (www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

Unless the context requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions.

[...]

Agreement on the Technical Connection to the Clearing EDP of Eurex Clearing AG (Connection Agreement)

between

- (1) Eurex Clearing AG
Mergenthalerallee 61
65760 Eschborn
Postal address:
60485 Frankfurt

– hereinafter referred to as “**Eurex Clearing**” –

and

- (2) _____

– hereinafter referred to as “**Contractual Party**” –

§ 1 This Connection Agreement governs further details of the technical connection to the Clearing EDP as well as the rights and duties of Eurex Clearing and the Contractual Party.

§ 2 The General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG and the Price List to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG in their respective current version shall be components of this Connection Agreement. Both components are published ~~by~~ on the Eurex Clearing on its website (www.eurexclearing.com) Website.

Unless the context requires otherwise, terms used but not defined in this Connection Agreement shall have the meaning given to them in the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP.

§ 3 Eurex Clearing shall be entitled to amend this Connection Agreement and/or individual components of it at any time, paying due consideration to the interests of the Contractual Party. § 15 of the General Terms and Conditions of the Connection Agreement shall govern such amendments.

- § 4 This Connection Agreement shall be governed by the law of the Federal Republic of Germany. Exclusive place of jurisdiction shall be Frankfurt am Main. Eurex Clearing shall be entitled to take legal action against a Contractual Party also at the Contractual Party's general place of jurisdiction. Only the English language version of this Connection Agreement, shall be binding. A German language version is no longer provided.
- § 5 This Connection Agreement shall govern the subject matter exclusively. No differing oral agreements or ancillary agreements between the parties other than those expressly set forth herein exist. Supplementary agreements, changes and amendments shall be made in writing. This also applies to the annulment of the requirement for written form.
- § 6 In the event that any individual terms of this Connection Agreement should be or become invalid, this shall not affect the validity of the remaining terms hereof. Any invalid contractual provision shall be replaced either by the statutory provision or, in the event of absence of such a rule, such provision as the parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply in so far as it may be determined that the contractual provisions are incomplete.
- § 7 The parties agree that this Connection Agreement supersedes all earlier agreements between the parties in respect of the subject matter of the Agreement.

Eurex Clearing AG

Frankfurt/Main

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

[insert legal name] (as Contractual Party)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

A General Provisions

[...]

§ 8 Fees

- (1) The technical connection shall be granted against consideration. Monthly fees for a connection component are charged starting with the calendar month following the technical implementation of the connection. This applies regardless of whether the Member has already used the connection or has made a functional test. The Contractual Party shall be obligated to pay the fees according to the Price List in its current version. The CA Price List is published by Eurex Clearing AG on its website (www.eurex.com/ec-en) ("**Eurex Clearing Website**") ~~www.eurexclearing.com~~).

[...]

§ 9 Participant Systems

[...]

- (2) For the access to clearing data, Eurex Clearing provides interface specifications and system specifications. The interface specifications and system specifications may be viewed and downloaded ~~at on the~~ Eurex Clearing Website ~~www.eurexclearing.com~~. The Contractual Party shall be obliged to use the interface specifications and system specifications published by Eurex Clearing to connect to the Clearing EDP. All electronic communication sent to the Clearing EDP by the Contractual Party must conform with the interface specifications and system specifications.

[...]

§ 10 Additional obligations of the Participant

[...]

(3) The Contractual Party shall further be obliged to perform the following obligations:

[...]

(ii) The Contractual Party shall provide Eurex Clearing, prior to the first use of the Clearing EDP after a Release had been implemented, with a written statement confirming to Eurex Clearing that (a) the updated Clearing EDP successfully passed internal test procedures, and (b) the Participant System and the Participant Software interact with the updated Clearing EDP without any errors or interruptions. ("**Readiness Statement**"). A form of the Readiness Statement can be downloaded ~~from~~ on the Eurex Clearing Website ~~the website of Eurex Clearing~~ (www.eurexclearing.com).

[...]

[...]

Agreement on the Technical Connection to the Clearing EDP of Eurex Clearing AG for a Provider of the Multi-Member-Frontend System (Provider Connection Agreement)

between

- (1) Eurex Clearing AG
Mergenthalerallee 61
65760 Eschborn
Postal address:
60485 Frankfurt
– hereinafter referred to as “Eurex Clearing” –

and

- (2) _____
(Company Name)
- _____
(Address)
- _____
(VAT identification number)
- _____
(First name, last name of contact person)
- _____
(Phone / Fax number)
- _____
– hereinafter referred to as “Contractual Party” –

§ 1 This Provider Connection Agreement shall govern any details regarding the technical connection of the Contracting Party, which is a provider of the Multi-Member-Frontend System, to the Clearing EDP, as well as any rights and obligations of Eurex Clearing and of the Contractual Party arising from such Agreement.

The technical connection of the Contractual Party shall enable Clearing Members (General Clearing Members or Direct Clearing Members), DC Market Participants, Indirect Client Market Participants and DCs With System Access as described in the Clearing Conditions of Eurex Clearing as well as third parties, in particular settlement institutions ("Companies"), to connect to the Clearing EDP and/or to render the insourcing of back office functions or clearing functions respectively, and/or to render the automated further processing of data for the Companies. Any further requirements for the rendering of services as specified in Clause 2 shall be defined in a separate agreement between the contracting parties.

§ 2 Part of this Provider Connection Agreement are the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG ("**GTC to the Connection Agreement**") and the Price List to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG in their respective current versions. Both such parts of this Agreement are available for inspection and download on the Eurex Clearing website of Eurex Clearing (www.eurexclearing.com).

Unless the context requires otherwise, terms used but not defined in this Provider Connection Agreement shall have the meaning given to them in the GTC to the Connection Agreement.

§ 3 Eurex Clearing shall be authorized to make amendments to this Provider Connection Agreement and/or individual parts thereof at any time under due consideration of the interests of the Contractual Party. § 15 of the GTC to the Connection Agreement shall apply accordingly.

§ 4 This Provider Connection Agreement is subject to the laws of the Federal Republic of Germany. Sole place of jurisdiction shall be Frankfurt am Main. Eurex Clearing shall be authorized to sue the Contractual Party also at its general place of jurisdiction.

§ 5 This Provider Connection Agreement shall exclusively govern the subject matter of the Agreement. Deviating verbal or ancillary agreements between the contracting parties do not exist. Ancillary agreements, modifications and amendments to this Provider Connection Agreement must be made in writing. This also applies to a waiver of the written form requirement.

§ 6 In the event that any individual terms of this Agreement are invalid or become invalid, this shall not affect the validity of the remaining terms of this Agreement. Any invalid contractual provision shall be replaced either by the statutory provision or (in the event of absence of such a rule) by such a provision as the parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply insofar as it may be determined that the contractual provisions are incomplete.

§ 7 The contracting parties agree that this Provider Connection Agreement supersedes all earlier agreements between the contracting parties in respect of the subject matter of the Agreement.

Eurex Clearing AG

Frankfurt/Main

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

[insert legal name] (as Contractual Party)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

**EUREX CLEARING AG
STATUTES FOR THE EMIR RISK COMMITTEE**

§ 1 Scope of Application and Definitions

[...]

(6) For the purpose of these Statutes,

[...]

(c) Unless the context requires otherwise, terms used but not defined in these Statutes shall have the meaning given to them in the Clearing Conditions.

[...]

§ 16 Publication

These Statutes will be published on the Eurex Clearing wWebsite
www.eurexclearing.com.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

STATUTES FOR THE FIC BOARD ADVISORY COMMITTEE

§ 1 Scope of Application and Definitions

[...]

- (5) Terms used and not otherwise defined in these Statutes shall have the meanings ascribed to them in the Clearing Conditions or in the Partnership Programme Terms ~~(as defined in Paragraph 0 below).~~

[...]

[...]

§ 17 Publication

These Statutes will be published on the Eurex Clearing wWebsite
~~www.eurexclearing.com.~~

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

**EUREX CLEARING AG
STATUTES FOR THE DISCIPLINARY COMMITTEE**

[...]

§ 12 Publication

These Statutes will be published on the Eurex Clearing wWebsite
~~www.eurexclearing.com.~~

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

**EUREX CLEARING AG
DISCIPLINARY PROCEDURES RULES**

[...]

Chapter III – Miscellaneous

[...]

5 Amendments

Eurex Clearing AG reserves the right to amend the Disciplinary Procedures Rules in accordance with Number 17.2 of the General Clearing Provisions; any amendments to these Disciplinary Procedures Rules shall be published in accordance with Number 16.1 of the General Clearing Provisions.

[...]

The current valid version of the Disciplinary Procedures Rules is available on the Eurex Clearing Website ~~via the internet~~ (www.eurexclearing.com).

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FCM Regulations of Eurex Clearing AG

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

Chapter I Clearing Model Related Provisions

1 General Provisions

1.1 Scope of Application

[...]

1.1.2 [...]

in each case in the currently available version as amended from time to time. The FCM Clearing Conditions may be viewed at and downloaded from the Eurex Clearing Website. ~~Eurex Clearing AG website at (www.eurexclearing.com).~~

[...]

1.6 Additionally Monitored Risks and Risk Mitigating Measures

1.6.1 General Rules

[...]

[...]

- (3) Eurex Clearing AG will publish further details and guidelines regarding the determination of thresholds and limits and the applicable mitigation measures (together the "**Framework**") on the Eurex Clearing Website ~~its homepage (www.eurexclearing.com)~~. The Framework may be amended from time to time and published accordingly.

[...]

- (7) Eurex Clearing AG will publish the Country Classification and the Supranational Organization Classification in the member section on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~.

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[...]

1.6.3 **Assessment and Mitigation of Concentration Risk**

- (1) Eurex Clearing AG defines Concentration Risk limits for any Eligible Margin Assets in the form of securities ("**Concentration Risk Limits**").

[...]

- (b) Eurex Clearing AG will publish the Concentration Risk Limits, and any changes thereof, on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com).

[...]

- (2) Notwithstanding Paragraph (1), Eurex Clearing AG defines Concentration Risk thresholds in relation to Eligible Margin Assets in the form of securities ("**Concentration Risk Thresholds**").

[...]

- (c) Eurex Clearing AG will publish the Concentration Risk Thresholds, and any changes thereof, on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com).

[...]

1.6.4 **Assessment and Mitigation of Wrong Way Risk**

[...]

- (4) Eurex Clearing AG will publish the Wrong Way Risk Thresholds, and any changes thereof, on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com).

[...]

[...]

2 FCM Clearing Members

[...]

2.2 General Prerequisites for the FCM Clearing License

[...]

- 2.2.3 At the time of the application, it must have adjusted net capital, calculated in accordance with CFTC Regulation 1.17, in the minimum amount published by Eurex Clearing AG on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com), provided that such initial minimum amount will not be greater than USD 50,000,000 (fifty million USD). It must provide evidence of its adjusted net capital to Eurex Clearing AG as part of the

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application, and if the FCM Clearing License is granted, periodically thereafter as provided in Number 2.3 Paragraph (3).

[...]

2.3 Additional Continuing Obligations for FCM Clearing Members

[...]

- (2) The FCM Clearing Member must maintain adjusted net capital, calculated in accordance with CFTC Regulation 1.17, which is at least the higher of (i) the minimum amount required as published by Eurex Clearing AG in the member section on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~ or (ii) such higher amount as determined by Eurex Clearing AG based on the risks posed by the applicant or FCM Clearing Member.

[...]

[...]

3 General Provisions regarding Margin and Variation Settlement

3.1 General Provisions

3.1.1 Calculation of the Margin Requirement, Margin Methodology and Settlement Cycles

[...]

- (2) Eurex Clearing AG shall determine each Margin Requirement in accordance with the Eurex Clearing Prisma methodology. Eurex Clearing AG will publish further information on the Eurex Clearing Prisma methodology on the Eurex Clearing Website ~~its homepage www.eurexclearing.com~~; such methodology shall form part of these FCM Clearing Conditions.
- (3) Each Margin Requirement calculated by Eurex Clearing AG shall equal, in respect of the relevant FCM Clearing Member Own Transaction Account or FCM Client Transaction Account, the sum of:

[...]

The “**Initial Margin**” equals the amount of any potential losses Eurex Clearing AG would suffer as of the time of the determination of the Margin Requirement from a closing of the Swap Transaction(s) in a particular FCM Clearing Member Own Transaction Account or FCM Client Transaction Account by entering into (an) inverse transaction(s) within the respectively applicable holding period for the respective set of Swap Transactions, as published by Eurex Clearing AG on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~, taking into account assumed price changes due to extreme price movements in the market.

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[...]

3.1.2 **Eligible Margin Assets and Valuation; Large Exposure**

(1) Eligible assets to be provided as cover:

[...]

Eurex Clearing AG will publish the relevant applicable list of Eligible Margin Assets on the Eurex Clearing Website ~~its homepage~~ www.eurexclearing.com. Unless otherwise provided for in such list, debt securities that have a remaining term of 15 calendar days or less will not be accepted as Eligible Margin Assets.

[...]

3.1.3 **Currency Conversion, Use of Eligible Margin Assets in the form of cash and Income on Margin Assets**

[...]

(3) Eurex Clearing AG may determine from time to time to either pay interest or charge negative interest on Eligible Margin Assets in the form of cash that is Actually Delivered by an FCM Clearing Member to Eurex Clearing AG in respect of Margin. Eurex Clearing AG publishes information on the calculation of interest rates or negative interest rates as well as any changes to the applicable calculation method due to extraordinary market conditions or market disruptions on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com). Such information will be amended from time to time and published accordingly. When determining to charge negative interest, Eurex Clearing AG shall consider the currently applicable benchmark interest rates and interest rates charged by the central banks or commercial banks.

[...]

[...]

3.1.6 **Participation of FCM Clearing Members in non-default losses**

[...]

(2) Definitions

[...]

“**Commercial Bank Currency**” means any currency accepted by Eurex Clearing AG as Eligible Margin Assets for which Eurex Clearing AG does not maintain an account with a central bank. Eurex Clearing AG shall publish a list of the Commercial Bank Currencies on the Eurex Clearing Website ~~its website~~ (www.eurexclearing.com).

(3) Allocation of Losses

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- (a) Eurex Clearing AG shall participate in the Loss on a pro rata basis (“**Own Contribution**”). The maximum Own Contribution shall be EUR 50,000,000 (“**Maximum Own Contribution**”). The Maximum Own Contribution refers to all past and future Losses and, in case of the occurrence of a Loss, the Maximum Own Contribution shall be reduced by the relevant Own Contribution (“**Available Own Contribution**”). Eurex Clearing AG shall publish the current Available Own Contribution on the Eurex Clearing Website ~~its website~~ (~~www.eurexclearing.com~~).

[...]

[...]

6 Clearing of FCM Client Transactions

[...]

6.5 LSOC With Excess Model

[...]

6.5.1 Collateral Value Reports

[...]

- (2) The FCM Clearing Member must produce and submit CVRs in accordance with the CFTC Part 22 Regulations and any other Applicable Law, and such CVRs must also comply with the requirements prescribed by Eurex Clearing AG from time to time set forth in the technical description for CVRs which are published on the Eurex Clearing Website ~~the website of Eurex Clearing AG~~ (~~www.eurexclearing.com~~).

[...]

[...]

9 Termination Rules with respect to the FCM Clearing Member

[...]

[...]

9.2 Termination Events, Insolvency Termination Event, Suspension of Clearing, and Declaration of Termination

[...]

9.2.3 Declaration of Termination

- (1) Submission of Declaration of Termination

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[...]

- (b) a Termination Event has occurred and is continuing with respect to the FCM Clearing Member and Eurex Clearing AG determines in its discretion that it would be unreasonable to set a Grace Period or if the relevant Termination Event cannot be remedied,

[...]

As soon as reasonably practicable, Eurex Clearing AG will publish that it has submitted a Declaration of Termination with respect to the FCM Clearing Member on the Eurex Clearing Website~~its website (www.eurexclearing.com)~~.

[...]

[...]

13 Liabilities, Indemnification, Emergency Actions, Contractual Penalties, Delegation

[...]

13.2 Disciplinary Procedures; Contractual Penalties

- 13.2.1 All FCM Clearing Members are subject to the disciplinary procedures (the “**Disciplinary Procedures**”) as set out in the disciplinary procedures rules, which are published on the Eurex Clearing Website~~the website of Eurex Clearing AG (www.eurexclearing.com)~~ and shall form an integral part of these Clearing Conditions, (the “**Disciplinary Procedures Rules**”). Pursuant and subject to the Disciplinary Procedures Rules, certain Sanctions (as defined in the Disciplinary Procedures Rules) may be imposed on an FCM Clearing Member following the alleged breach of such FCM Clearing Member of any of its obligations under, or any of its representations made in, the FCM Clearing Agreement (including the FCM Clearing Conditions). Such Sanctions may include contractual penalties, provided that the Disciplinary Procedures Rules do not apply to contractual penalties which are explicitly regulated in the FCM Clearing Conditions (other than in the Disciplinary Procedures Rules).

Eurex Clearing AG shall establish a Committee for the purpose of providing recommendations to the Executive Board of Eurex Clearing AG in connection with the Disciplinary Procedures, as provided for in the statutes of the disciplinary committee (the “**Statutes of the Disciplinary Committee**”). The Statutes of the Disciplinary Committee are published on the Eurex Clearing Website~~the website of Eurex Clearing AG (www.eurexclearing.com)~~ and shall form an integral part of these FCM Clearing Conditions.

[...]

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15 Publications and Notices

15.1 Notices from Eurex Clearing AG

If provided for in these FCM Clearing Conditions, all notices from Eurex Clearing AG regarding these FCM Clearing Conditions will be published (i) via electronic circular to FCM Clearing Members or (ii) on the Eurex Clearing AG website (www.eurex.com/ec-en) ("**Eurex Clearing Website**") ~~www.eurexclearing.com~~ for at least three (3) Business Days. Such notices will become effective immediately upon publication, provided that changes and amendments to the FCM Clearing Conditions will become effective in accordance with Number 16.2.

[...]

16 Miscellaneous

[...]

16.3 Current Version of the FCM Clearing Conditions

The current valid version of the FCM Clearing Conditions is available via the internet on the Eurex Clearing Website. ~~(www.eurexclearing.com)~~.

[...]

Chapter II: Special Provisions for Clearing of Interest Rate Derivative Transactions

FCM Regulations of Eurex Clearing AG

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

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Part 1 General Provisions

[...]

1.2 Conclusion of Transactions

[...]

1.2.1 Novation of Original Swap Transactions

[...]

(5) For the purposes of this Chapter II,

- (a) “**Approved Trade Source System**” or “**ATS**” means a provider of trade information to be appointed by each of the parties to an Original Swap Transaction, and recognized by Eurex Clearing AG, for the purpose of transmitting Trade Records for Clearing with Eurex Clearing AG, as published on the Eurex Clearing Website of Eurex Clearing AG (~~www.eurexclearing.com~~).

[...]

[...]

1.2.3 Novation Criteria for the Novation of Original Swap Transactions

(1) Eurex Clearing AG will accept an Original Swap Transaction for inclusion in the Clearing in accordance with the novation process if all of the following novation criteria are fulfilled:

[...]

- (e) The Original Swap Transaction that is transmitted to the system of Eurex Clearing AG in order to be novated into an Interest Rate Derivative Transaction must be of a product type recognized by Eurex Clearing AG as published on the Eurex Clearing Website ~~its website (www.eurexclearing.com)~~ and provided for in Part 2 (the “**Product Type**”).

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[...]

[...]

[...]

Part 2 Clearing of Interest Rate Derivative Transactions

2.1 General Provisions

[...]

2.1.2 Types of Transactions eligible for the Clearing; Additional terms

- (1) On the basis of the relevant specific novation criteria set out in Number 2.1.5.1 below, Eurex Clearing AG determines the Product Types of Interest Rate Derivative Transactions that may be cleared by an FCM Clearing Member for the FCM Clearing Member's FCM Clearing Member Own Transaction Account or for the FCM Client Transaction Account of an FCM Client of the FCM Clearing Member and publishes the relevant Product Types on ~~the Eurex Clearing Website~~ its website (~~www.eurexclearing.com~~).

[...]

[...]

EUREX



Appendix 2 to the FCM Regulations of Eurex Clearing AG:

Pledge Agreement

relating to pledges of Eligible Margin Assets in the form of Securities

As of 20.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

[...]

The FCM 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 but not defined in this Agreement shall have the meaning given to them in the FCM Regulations for Eurex Clearing AG (the “**FCM Regulations**”) (including by way of reference made therein).

[...]

NOW THEREFORE, the Parties agree as follows:

1 FCM Regulations

This Agreement incorporates by reference the FCM Regulations as amended from time to time. The FCM Regulations are available for download on the Eurex Clearing Website of Eurex Clearing AG under www.eurexclearing.com.

[...]

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

14 Amendments and Supplements

[...]

- (4) The respective version of the Price List valid at the time is available for download on the ~~internet (www.eurexclearing.com)~~ Eurex Clearing Website.
