
CHAPTER I WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED.

DELETIONS ARE CROSSED OUT.

[...]

Chapter I General Provisions

[...]

Part 1 General Clearing Provisions

1 General Rules

[...]

1.7 No Clearing of OTC Interest Rate Derivative Transactions for U.S. Persons

1.7.1 In relation to OTC Interest Rate Derivative Transactions, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that, at the time it enters into a Clearing Agreement or the Relevant ICM Documentation and when entering into a OTC Interest Rate Derivative Transaction, it (i) has implemented appropriate internal procedures to monitor its own, its Registered Customers' and its Customers' status as a U.S. Person and (ii) will not submit any Own Transaction, RC-Related Transaction or Customer-Related Transaction for clearing to Eurex Clearing AG, if the Clearing Member, the Registered Customer and/or the Clearing Member's Customer for which the OTC Interest Rate Derivative Transaction is submitted qualifies as U.S. Person. Number 7.2.1 (2) shall apply accordingly.

"U.S. Person" shall have the meaning given to such term in the **"Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap**

Regulations,” (78 Fed. Reg. 45,292, Jul. 26, 2013) by the Commodities Futures Trading Commission (the “CFTC”) within its jurisdiction pursuant to Section 722(d) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended or otherwise interpreted in writing by the CFTC from time to time.

1.7.2 The Clearing Member shall promptly inform Eurex Clearing AG if it becomes aware that any representation under Clause 1.7.1 – irrespective of whatever reason - ceases to be true. In case of Customer-Related Transactions, the Clearing Member shall also specify any OTC Interest Rate Derivative Transaction which was cleared for a Customer qualifying as a U.S. Person.

1.7.3 In relation to OTC Interest Rate Derivative Transactions, the Registered Customer represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that at the time it enters into a Clearing Agreement or the Relevant ICM Documentation and when entering into a OTC Interest Rate Derivative Transaction, it (i) has implemented appropriate internal procedures to monitor its own and its customers’ status as a U.S. Person and (ii) will not submit any own transactions or customer related transactions for clearing to Eurex Clearing AG, if the Registered Customer and/or any of its customers for which the OTC Interest Rate Derivative Transaction is submitted qualifies as a U.S. Person.

1.7.4 The Registered Customer shall promptly inform Eurex Clearing AG if the Registered Customer becomes aware that any representation under Clause 1.7.3 – irrespective of whatever reason - ceases to be true. In case customer related transactions of the relevant Registered Customer are affected, the Registered Customer shall also specify any OTC Interest Rate Derivative Transaction which was cleared for a customer qualifying as U.S. Person.

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