clear to trade

eurex clearing *circular 081/11*

Date: November 4, 2011
Recipients: All Clearing Members of Eurex Clearing AG and Vendors
Authorized by: Thomas Book

High priority

CCP Release 7.0: Changes to the Clearing Conditions for Eurex Clearing AG and to the Auction Terms of Eurex Clearing AG

Related Eurex Clearing Circular: 076/11

Contact: Member Services & Admission, tel. +49-69-211-1 17 00,
e-mail: customer.support@eurexchange.com

Content may be most important for:	**Attachments:**
➲ All departments	Updated sections of the 1. Clearing Conditions for Eurex Clearing AG 2. Auction Terms of Eurex Clearing AG, both effective November 21, 2011

With regard to the introduction of CCP Release 7.0 on **November 21, 2011**, the Clearing Conditions for Eurex Clearing AG and the Auction Terms of Eurex Clearing AG have been changed.

The updated Clearing Conditions for Eurex Clearing AG and the Auction Terms of Eurex Clearing AG will become effective as of November 21, 2011. The updated sections of both Rules & Regulations are attached to this circular.

The complete documents are available as of the effective date on the Eurex Clearing website under the path:

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

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

Eurex Clearing AG
Mergenthalerallee 61
65760 Eschborn
Mailing address:
60485 Frankfurt/Main
Germany

T +49-69-211-1 17 00
F +49-69-211-1 17 01
customer.support@
eurexchange.com
Internet:
www.eurexclearing.com

Chairman of the
Supervisory Board:
Prof. Dr. Peter Gomez

Executive Board:
Andreas Preuss (CEO),
Jürg Spillmann, Thomas Book,
Gary Katz, Michael Peters,
Peter Reitz

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

****

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

****

Table of Contents

[…]

Chapter I	**General Provisions**
Part 1	General Clearing Provisions
[…]	
11	Other Agreements between Clearing Members and Non-Clearing Members with regard to the Clearing of Eurex Transactions, FWB Transactions and EEX Transactions
[…]	
11.2	Limitation of Oorders or Qquotes for Eurex Transactions and EEX Transactions (Pre-Trade Limits)
[…]	

Chapter I
General Provisions

[…]

Part 1

General Clearing Provisions

[…]

10 Default Rules applicable to a Non-Clearing Member

10.1 If a Non-Clearing Member fails to provide the margin requested by its Clearing Member or fails to pay or deliver any Security or other asset or amount due under a Transaction or under the Clearing Agreement, the Management Board of the respective Market may – upon written request by the Clearing Member – exclude such Non-Clearing Member from trading on the respective Market or restrict the trading by the Non-Clearing Member toof certain Transaction Types or specified products (the clearing of which is carried out by Eurex Clearing AG) or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations)

for the duration of such failure in accordance with the rules and regulations of such Market. Eurex Clearing AG shall immediately be informed about the submission of such request by such Clearing Member.

As of the time of decision by the Management Board of the respective Market pursuant to Number 10.1, the affected Non-Clearing Member is no longer entitled to conclude Transactions included in this decision under the Clearing Agreement.

10.2 For Clearing Members with a Clearing License for Eurex Transactions (Chapter II), FWB Transactions (Chapter V) or ~~for~~ EEX Transactions (Chapter VII), the following specific provisions apply:

10.2.1 In case a Non-Clearing Member which is admitted to trading on the Eurex Exchanges, the FWB or the EEX does not fulfil the Additional Terms pursuant to Number 11, or if the Non-Clearing Member fails to provide the margin requested by its Clearing Member or fails to pay or deliver any amount due under Transactions or under the Clearing Agreement, the respective Clearing Member may – instead of a written application pursuant to Number 10.1 – declare vis-à-vis the respective Market and Eurex Clearing AG by way of a respective entry ("**Stop Button**") in the systems of the Eurex Exchanges, the FWB, the EEX or the system of Eurex Clearing AG (hereinafter jointly referred to as "**System**") pursuant to Number 11.3 that it is no longer willing to conduct the Clearing of Eurex Transactions, FWB Transactions and EEX Transactions of the concerned Non-Clearing Member on the respective Market or the Markets. In case of FWB Transactions, the Clearing Member must notify the respective Non-Clearing Member of the use of the Stop Button without delay.

10.2.2 By way of such a system entry, the Clearing Member at the same time applies to the respective Market or Markets and Eurex Clearing AG that the respective Non-Clearing Member shall be excluded from trading on the respective Market or Markets for the duration of non-fulfilment of its above-mentioned duties and that the authorisation to participate in the Clearing of OTC Transactions concluded off-exchange and novated via entry into the OTC Trade-Entry Facility shall be revoked. In this case, the provisions pursuant to Number 11.6 and 11.7 shall apply.

10.3 If a Non-Clearing Member has been excluded from trading on one of the Markets or has been restricted to the trading of certain Transaction Types or specified products (the clearing of which is carried out by Eurex Clearing AG) or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations), the Clearing Member may, upon prior notification to Eurex Clearing AG, close the Transactions of such Non-Clearing Member itself or transfer such Transactions to another Clearing Member.

The notification to Eurex Clearing AG shall be submitted via telephone (phone: +49 (0) - 69 - 211 - 11250) or fax (fax: +49 (0) - 69 - 211 - 14334). A notification so submitted shall immediately be confirmed by mail

The Clearing Member shall immediately inform its Non-Clearing Member about the notification on its intention to close the Transactions of this Non-Clearing Member. In this case, the Non-Clearing Member herewith declares vis-à-vis its Clearing Member its approval to the closing of its net transactions or net positions by the conclusion of inverse transactions ("**closing**") or to the transfer of such Transactions to another Clearing Member.

Afterwards, the Non-Clearing Member concerned itself may not close the Transactions opened by it or exercise or close positions or take measures opposing a closing or transfer of its transactions respectively positions. The Non-Clearing Member is obliged to support its Clearing Member in closing its net transactions respectively net positions or in transferring these Transactions to another Clearing Member by submission of necessary declarations (e.g. approvals) and to make all entries in the system of Eurex Clearing AG which are necessary for closing or transfer of positions.

The fees and costs charged by Eurex Clearing AG in respect of such closing shall be borne by the Clearing Member.

10.4 Eurex Clearing AG shall inform the Clearing Member of any measures taken with respect to one of its Non-Clearing Members to the extent that such measures may affect the risk assessment of such Non-Clearing Member and the respective measures are known to Eurex Clearing AG. Sentence 1 shall apply *mutatis mutandis* in the case of closing or transfer of Transactions of a Non-Clearing Member by its Clearing Member. In such case, the relevant Clearing Member shall immediately notify Eurex Clearing AG of the measures taken pursuant to Sentence 1.

10.5 Subject to the following specific provisions for Covered Transactions pursuant to the Individual Clearing Model Provisions, upon a termination or closing (*Glattstellung*) of Transactions between the Clearing Member and the Non-Clearing Member, the relevant NCM-Related Transactions shall be credited to an Own Account or Customer Account of the Clearing Member, as determined by Eurex Clearing AG in its own discretion.

With respect to Covered Transactions pursuant to the Individual Clearing Model Provisions, ~~Num~~the stipulations of~~ber 10.4 of~~ the Individual Clearing Model Provisions shall apply to the relevant NCM-Related Transactions *mutatis mutandis*.

10.6 For the avoidance of doubt, all steps, processes and mechanisms that the relevant Clearing Agreement, incorporating the Clearing Conditions, permit, or require, Eurex Clearing AG, or any other person, to undertake, following the occurrence of a default on the part of a Non-Clearing Member, shall be regarded as constituting part of the default rules of Eurex Clearing AG for the purposes of Part VII of the Companies Act 1989 (UK).

11 Other Agreements between Clearing Members and Non-Clearing Members with regard to the Clearing of Eurex Transactions, FWB Transactions and EEX Transactions

11.1 Additional Terms

A Clearing Member may agree with any of its Non-Clearing Members on additional terms to their existing Clearing Agreement for the execution of Eurex Transactions, FWB Transactions and EEX Transactions (together the "**Additional Terms**") in accordance with the following provisions. Numbers 11.4 to 11.7 apply in the case of a non-compliance with such Additional Terms by a Non-Clearing Member. References to "Transactions" in this Number 11 refer to Eurex Transactions, FWB Transactions and/or EEX Transactions only.

11.1.1 A Clearing Member may agree with any of its Non-Clearing Members to apply the Additional Terms set out in Number 11.2 or Number 11.3 to Eurex Transactions and/or EEX Transactions

and to apply the Additional Terms set out in Number 11.3 to FWB Transactions to ensure the fulfilment of the obligations arising under the aforementioned ~~Eurex Transactions and/or EEX~~ Transactions. The Clearing of Transactions resulting from orders and quotes entered into the systems of the Markets or from over-the-counter transactions of the respective Non-Clearing Member shall, in case of Eurex Transactions as well as EEX Transactions and any corresponding OTC Transactions, be subject to ~~a~~ prior verification by the system of the full compliance with the fixed Pre-Trade-Limits (Number 11.2) and agreed Other Conditions (Number 11.3), and, in case of FWB Transactions and any corresponding OTC Transactions, be subject to prior verification of compliance with the agreed Other Conditions (Number 11.3). Only in case of fulfilment of these requirements, the orders and quotes of the Non-Clearing Members shall be matched with other orders or quotes or their over-the-counter transactions shall be included in the Clearing.

11.1.2 In case orders or quotes of a Non-Clearing Member, which shall be or have already been entered in the system, would lead to or constitute a breach of Additional Terms pursuant to Number 11.2 or Number 11.3, the respective Market or the Markets shall, parallel to such an entry in the system, preliminarily exclude the concerned Non-Clearing Member from trading on the respective Market or restrict the trading by the Non-Clearing Member to~~of~~ certain Transaction Types or specified products (whose clearing is carried out by Eurex Clearing AG) or, in case of FWB Transactions, to certain login names or certain identifier codes (trading locations) for the duration of such failure in accordance with the rules and regulations of such Market. In case the entry of a transaction via the OTC Trade-Entry Facility would lead to or constitute a breach of Additional Terms pursuant to Number 11.2 or Number 11.3, the concerned Non-Clearing Member shall cease to be authorised to include such transaction(s) in the Clearing.

11.2 Limitation of O~~o~~rders or Q~~q~~uotes for Eurex Transactions and EEX Transactions (Pre-Trade Limits)

11.2.1 For Eurex Transactions and EEX Transactions, t~~T~~he Clearing Member and a Non-Clearing Member may agree on the limitation of orders or quotes which may be entered into the systems of a Market by such Non-Clearing Member or the Clearing Member ("**Pre-Trade Limits**").

11.2.2 Pre-Trade Limits may include one or more restrictions or a combination thereof listed hereinafter:

(1) Maximum number of contracts with regard to a product per order or per quote. Insofar, the following limit is considered according to the type of order:

(a) maximum number of contracts per order or quote ("**Maximum Order Quantity**"), provided they do not relate to combined orders or combined quotes; or

(b) maximum number of contracts per combined order or combined quote ("**Maximum Calendar Spread Quantity**"), related to specific products; or

(c) maximum number of contracts per transaction concluded off-exchange, related to specific products ("**Maximum Wholesale Quantity**").

(2) Maximum aggregate margin requirement or maximum margin requirement with respect to specific Eligible Margin Assets, which in each case the Clearing Member is obliged to fulfil in accordance with the Clearing Conditions as a result of the conclusion of Transactions for the Non-Clearing Member.

11.2.3 Upon request by its Clearing Member, a Non-Clearing Member is obliged to agree with such Clearing Member Pre-Trade Limits. In this case, the relevant Clearing Member may enter the Pre-Trade Limits agreed upon with their respective Non-Clearing Members into the system.

11.3 Other Conditions

11.3.1 Upon request by its Clearing Member and in order to ensure the Clearing of Transactions, a Non-Clearing Member is obligated – in addition to the Pre-Trade Limits for Eurex Transactions and EEX Transactions set forth in ~~pursuant to~~ Number 11.2 – ~~obliged~~ to agree on additional obligations of the Non-Clearing Member vis-à-vis the Clearing Member pursuant to Number 11.1 or additional restrictions with respect to the entry or the execution of orders or quotes as well as the use of the OTC Trade Entry Facility (the "**Other Conditions**").

11.3.2 Provided that such Other Conditions agreed upon with a Clearing Member are not fulfilled by the Non-Clearing Member or the duties of a Non-Clearing Member named in Number 10.1 are not fulfilled in due time, the respective Clearing Member may, by way of a Stop Button entry in the System declare vis-à-vis the Markets and Eurex Clearing AG that it is no longer willing to execute the Clearing of Transactions concluded at these Markets and of transactions concluded off-exchange of the relevant Non-Clearing Member. Thereby, ~~it is~~ applied with the Markets and Eurex Clearing AG are requested to exclude~~that~~ the respective Non-Clearing Member ~~shall be excluded~~ from trading on the Markets~~Eurex Exchanges~~ ~~for the term of non-fulfilment of its above-mentioned duties~~ and from the possibility of entering further ~~participation in the Clearing of~~ Transactions into the system via the OTC Trade Entry Facility ~~in the system~~for the term of non-fulfilment of its above-mentioned duties. In case of FWB Transactions, the Clearing Member may limit statements pursuant to Clause 1 or requests pursuant to Clause 2 above to certain login names or identifier codes (trading locations). In case of FWB Transactions, the Clearing Member must notify the respective Non-Clearing Member of the use of the Stop Button without delay. Upon the Clearing Member's request, the Stop Button will be provided by Eurex Clearing AG for FWB Transactions with regard to the Non-Clearing Member denominated by such Clearing Member to the extent that the Clearing Member is the respective Non-Clearing Member's settling agent for securities not being cleared through Eurex Clearing AG; the same applies if the Clearing Member has been authorized by the settling agent to declare on its behalf statements pursuant to Clause 1 and make requests pursuant to Clause 2 for the respective Non-Clearing Members.

11.3.3 A Clearing Member may agree with its Non-Clearing Members for Eurex Transactions and EEX Transactions that in the event of exceeding certain values which are pre-agreed in accordance with this Number 11.3 as Other Conditions, the Non-Clearing Member shall be restricted with regard to entering and executing orders or quotes and with regard to using the OTC Trade Entry Facility during such exceedance, and that existing orders or quotes shall be cancelled in the system. Subject to this Number 11.3.3, only those values may be agreed on which may be entered into the system. By way of system-entry, the Clearing Member or the Non-Clearing Member declares that an agreement has been concluded in accordance with this Number 11.3.3.

11.4 Non-Fulfilment of Additional Terms

Provided that Non-Clearing Members agree with their respective Clearing Members upon one or several Additional Terms, and the Non-Clearing Member (a) has breached Pre-Trade Limits or (b) has breached Other Conditions and the Clearing Member has made a Stop Button entry in the System in accordance with Number 11.3.2, the Clearing Member declares that it is no longer willing to further include Transactions of the relevant Non-Clearing Member in the Clearing. In case of FWB Transactions, the Clearing Member may limit this declaration to certain login names of the respective Non-Clearing Member or to certain identifier codes (trading locations). The Management Boards of the Markets and Eurex Clearing AG shall decide on the consequences of a breach of Additional Terms by a Non-Clearing Member upon an according electronic declaration of the respective Clearing Member in accordance with the following provisions.

11.5 Breach of Pre-Trade Limits

11.5.1 If, upon verification of the compliance with the Pre-Trade Limits for Eurex Transactions and EEX Transactions entered into the system of the respective Market by a Clearing Member for a Non-Clearing Member on a Business Day (Number 11.2), it turns out that the execution of orders, quotes entered into the system or the entry of Transactions of a Non-Clearing Member via OTC Trade Entry Facilities in the system, breach the agreed Pre-Trade Limits, the Clearing Member, as a consequence, is no longer willing to execute the Clearing of further Eurex Transactions and EEX Transactions of its respective Non-Clearing Member.

11.5.2 In case a Clearing Member is not willing to execute the Clearing of Eurex Transactions of a Non-Clearing Member according to Number 11.5.1, the Markets shall – immediately and for a respective period – order the suspension of the trading admission of the concerned Non-Clearing Member to trading in specific products with regard to a specific position account pursuant to Number 11.6 (Suspension of Exchange Admission). In addition, the system of the Eurex Exchanges guarantees that a transfer of orders or quotes of the concerned Non-Clearing Member in the order books of the Markets and, as a result, their matching with other orders or quotes, are prevented. Orders or quotes of the concerned Non-Clearing Member already existing in the order books of the Markets shall be deleted.

11.5.3 If, due to non-fulfilment of Pre-Trade Limits pursuant to Number 11.5.1, a Clearing Member is not willing to execute the clearing of Eurex Transactions and EEX Transactions, the authorisation to have over-the-counter transactions concluded off-exchange cleared by Eurex Clearing AG by using the OTC Trade Entry Facility for the concerned Non-Clearing Member shall immediately be omitted. At the same time, the authorisation to use the OTC Trade Entry Facility of the Markets and Eurex Clearing AG is revoked, to such extent as this would result in a non-fulfilment of the Additional Terms upon between Non-Clearing Member and Clearing Member. In addition, the Eurex system prevents that the respective transactions can be entered into the system and be included in the Clearing.

11.6 Non-Fulfilment of Other Conditions

11.6.1 Upon the declaration of a Clearing Member, by way of the Stop Button entry in the System, vis-à-vis the Markets and Eurex Clearing AG that it is no longer willing to execute in whole the Clearing of Transactions of a certain Non-Clearing Member, because such Non-Clearing Member does not fulfil the Other Conditions agreed upon pursuant to Number 11.3, the

Management Boards of these Markets shall immediately order the preliminary exclusion of the relevant Non-Clearing Member from trading pursuant to Number 11.7. With regard to FWB Transactions, the Clearing Member may limit a corresponding declaration and the Management Board of FWB may limit the temporary exclusion from trading of the respective Non-Clearing Member to certain login names of the respective Non-Clearing Member or to certain identifier codes (trading locations). Upon the Clearing Member's statement pursuant to Clauses 1 or 2 above, ~~At the same time,~~ the authorisation of the respective~~concerned~~ Non-Clearing Member to have the Transactions concluded off-exchange cleared by Eurex Clearing AG shall cease to exist. The authorisation to use the OTC Trade Entry Facilities to enter over-the-counter transactions into the System shall entirely be revoked for a limited period or, in case of FWB Transactions, be revoked with a limitation to certain login names or certain identifier codes (trading locations).

From this point and from the respective Non-Clearing Member's temporary exclusion from trading on, the regulations on the matching of trades pursuant to the respective rules and regulations of the Markets and the Conditions for Utilisation of the OTC Trade-Entry Facilities (General Conditions for Participation) of Eurex Clearing AG, with regard to orders, quotes and transactions concluded off-exchange of the concerned Non-Clearing Member, shall not apply any more.

11.6.2 The preliminary exclusion from trading on the Markets and the preliminary revocation of the authorisation to have Transactions concluded off-exchange cleared by Eurex Clearing AG as well as the revocation of the authorisation to use the OTC Trade-Entry Facilities shall be ordered or directed by the Markets and Eurex Clearing AG until the Clearing Member, by way of a new system entry (deactivation of Stop Button) within the meaning of Number 10.2 declares vis-à-vis the Markets and Eurex Clearing AG that it is again willing to execute the clearing of Transactions ~~concluded at the Eurex Exchanges~~ and of over-the-counter transactions concluded off-exchange of the concerned Non-Clearing Member.

11.6.3 From the point of ordering the suspension of the Exchange admission of the concerned Non-Clearing Member by the Markets and of revocation of the authorisation of the Non-Clearing Member to have its Transactions concluded off-exchange cleared by Eurex Clearing AG and of revocation of the utilisation authorisation of the OTC Trade-Entry Facilities pursuant to Number 11.6.1, the system shall prevent other orders, quotes or Transactions of the concerned Non-Clearing Member from being entered into the system. Orders and quotes of the concerned Non-Clearing Member already existing into the System shall be deleted.

At the same time, the System ensures that the concerned Non-Clearing Member cannot modify or release Transactions already entered into the System. In addition, Transactions already entered into the System by this Non-Clearing Member cannot be released any more by its counterparty.

Furthermore, the relevant Non-Clearing Member shall from this point onwards not be authorised to conduct the measures for account keeping, such as Trade Adjustments, Closing Position Adjustments, Member Position Transfer or Give-Up Trades provided for in the rules and regulations of the Eurex Exchanges and the EEX~~the Market. s.~~ The possibility to use the respective facilities of the system shall be technically prevented for the concerned Non-Clearing Member.

11.6.4 Clearing Members are obliged to submit written documentation to the Management Boards and the Eurex Clearing AG of the Markets of each single case on the Business Day on which they have declared vis-à-vis the Markets and Eurex Clearing AG by way of a Stop Button entry into the System pursuant to Number 11.6.1 that they are no longer willing to execute the clearing of Transactions and over-the-counter transactions concluded off-exchange of one of their Non-Clearing Members. This documentation shall contain details on the facts, in particular the amount of the agreed limit(s) respectively positions, the orders/quotes, type of agreed other duties (e.g. compliance with economic stability criteria) and conditions, the time of submission of a declaration pursuant to Number 11.6.1 and the time of revocation of a declaration pursuant to Number 11.6.1.

11.7 Preliminary Exclusion from Trading or from Trading of Specific Products (Suspension of Trading Admission) as well as Revocation of the Admission to Clearing of Transactions concluded off-exchange

11.7.1 In case a Clearing Member declares vis-à-vis the Management Boards of the Markets pursuant to Number 11 that, for the period of non-fulfilment of conditions pursuant to Number 11.2 (Pre-Trade Limits) or of further Other Conditions within the meaning of Number 11.3 by one of its Non-Clearing Members, it is no longer~~t any more~~ willing to execute the clearing of Transactions or ~~Eurex~~ OTC Transactions of this Non-Clearing Member in whole or with regard to individual Transactions or, in case of FWB Transactions, with regard to certain login names of the respective Non-Clearing Member or to certain identifier codes (trading locations), the concerned Non-Clearing Member shall, from this point onwards for a respective term and for lack of guaranteeing an orderly settlement of its Transactions, be excluded from trading on the respective Market or, if applicable to the respective Market, ~~restrict~~ the trading by the Non-Clearing Member will be limited to ~~of~~ certain Transaction Types or specified products (the clearing of which is carried out by Eurex Clearing AG), ~~and~~ on specific position accounts with certain login names or identifier codes (trading locations) ~~of the Markets~~ for the duration of the non-fulfilment of conditions pursuant to Number 11.2 (Pre-Trade Limits) or of further Other Conditions within the meaning of Number 11.3 in accordance with the rules and regulations of such Market. At the same time, Eurex Clearing AG shall preliminarily revoke the authorisation of the concerned Non-Clearing Member to have its ~~Eurex~~ OTC Transactions cleared by Eurex Clearing AG. The authorisation of the Non-Clearing Member to use the OTC Trade-Entry Facilities of (General Conditions for Participation) Eurex Clearing AG in order to enter Transactions into the Clearing, shall entirely be revoked for a limited period.

The concerned Non-Clearing Member shall immediately be informed by the Markets about the ordered suspension of the Trading admission electronically by the system; at the same time, its access to the respective Exchange system ~~of the Eurex Exchanges~~ shall be restricted accordingly.

11.7.2 Clearing Members who – by way of the Stop Button pursuant to Number 11.6.1 – have declared vis-à-vis the Management Boards of the Markets that they are no longer willing to execute the Clearing of Transactions of one of their Non-Clearing Members in whole or with regard to individual products or, in case of FWB Transactions, with regard to certain login names of the respective Non-Clearing Member or certain identifier codes (trading locations) ~~,~~ are obliged to immediately revoke their declaration vis-à-vis the Management Boards of the

Markets by using the same system facility, if the concerned Non-Clearing Member again fulfils the conditions agreed upon with the Clearing Member. In this case, the Management Boards of the Markets shall at the same time revoke the order vis-à-vis the relevant Non-Clearing Member pursuant to Number 11.7.1 (Suspension of Trading Admission), immediately announce such revocation electronically via the system and, again, technically provide respective utilisation of the system to the Non-Clearing Member.

The same applies to Clearing Members who, by way of a Stop Button entry into the System pursuant to Number 11.6.1, have declared vis-à-vis Eurex Clearing AG that they are no longer willing to execute the Clearing of Transactions of one of their Non-Clearing Members. In such case, Clearing Members are obliiged to immediately revoke their declaration vis-à-vis Eurex Clearing AG by way of the same system facility, when the concerned Non-Clearing Member again fulfils the conditions agreed upon with the Clearing Member.

[…]

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

[…]

Part 2
Clearing of Futures Contracts

[…]

2.19 Subpart Clearing of Futures Contracts on Exchange-Traded Commodities Securities

The following provisions shall apply to the Clearing of futures contract transactions in Exchange-Traded Commodities Securities which have been specified in Number 1.18 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and Eurex Zürich ("**ETC Futures**").

[…]

2.19.4 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 2.19.1) and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the measures in accordance with Chapter II Number 3.6.7. In such a case, Chapter II Number 3.6.7 Paragraph 6 shall apply, provided that:

(1) the defaulting Clearing Member shall be obligated to pay to Eurex Clearing AG for any auction performed pursuant to Chapter II Number 3.6.7 Paragraph 1 an expense

allowance in the amount of 10% of the purchase price of the commodities securities owed at the time of the auction, however no less than USD 350.00 at minimum and not exceeding USD 7,000.00 at maximum;

(2) a Clearing Member transferring commodities securities to Eurex Clearing AG after the obligation to deliver has been excluded shall be under the obligation to pay to Eurex Clearing AG an expense allowance in the amount of USD 700.00 for the retransfer to be performed.

[…]

Part 3
Clearing of Options Contracts

[…]

3.12 Subpart: Clearing of Options Contracts and Low Exercise Price Options on Exchange-Traded Commodities Securities

The following provisions shall apply to the Clearing of Transactions of Options Contracts on Exchange-Traded Commodities Securities ("**ETC Options**") and Low Exercise Price Options ("**LEPOs**") on Exchange Traded Commodities Securities (ETC Options) which have been specified in Number 2.12 of the Contract Specifications for Futures Contracts and Options Contracts at Eurex Deutschland and Eurex Zürich.

[…]

3.12.5 Failure to Deliver

In the event that a Clearing Member fails to deliver the underlying security on the delivery day (as per Number 3.12.1) and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the following measures in application of the provisions pursuant to Chapter II Number 3.6.7. In such a case, Chapter II Number 3.6.7 Paragraph 6 shall apply, provided that:

(1) the defaulting Clearing Member shall be obligated to pay to Eurex Clearing AG for any auction performed pursuant to Chapter II Number 3.6.7 Paragraph 1 an expense allowance in the amount of 10% of the purchase price of the commodities securities owed at the time of the auction, however no less than USD 350.00 at minimum and not exceeding USD 7,000.00 at maximum;

(2) a Clearing Member transferring commodities securities to Eurex Clearing AG after the obligation to deliver has been excluded shall be under the obligation to pay to Eurex Clearing AG an expense allowance in the amount of USD 700.00 for the retransfer to be performed.

[…]

Chapter V
Transactions Concluded at the Frankfurter Wertpapierbörse[1]

[…]

Part 1
General Provisions

(1) Eurex Clearing AG carries out the settlement respectively Clearing of Transactions in securities and rights concluded at the Frankfurter Wertpapierbörse ("**FWB**") ("**FWB Transactions**"), provided that the securities or rights underlying the respective FWB Transaction can be settled by Eurex Clearing AG and the respective Settlement Location and that the prerequisites pursuant to Paragraph (2) are fulfilled.

(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 websites of Eurex Clearing AG (www.eurexclearing.com).

(3) If and to the extent that the Clearing or other respective rules have been agreed upon between Eurex Clearing AG and FWB, the provisions of Chapter I shall also apply to the Clearing of FWB Transactions concluded at FWB unless otherwise provided hereinafter.

(4) A Non-Clearing Member may assign the clearing of FWB Transactions concluded in the electronic trading system of FWB to two different Clearing Members. In this case,

1. the assignment of ~~Non-~~Clearing Members in each case has to include~~assign~~ the settlement of transactions in all securities belonging to a securities class determined for trading at FWB ~~to one Clearing Member~~;

2. the Non-Clearing Member has to assign to both of the Clearing Members the clearing of FWB Transactions materialising in the continuous auction trading model;

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

3. the provisions on the replacement of the Clearing Member (Chapter I Part 2 Number 9 or Part 3 Number 9), on the non-fulfilment of duties of a Non-Clearing Member (Chapter I Part 1 Number 10), other agreements concluded between Clearing Members and Non-Clearing Members relating to the clearing of FWB Transactions (Chapter I Part 1 Number 11) as well as on the termination of the Clearing Agreement (Chapter I Part 1 Number 12) shall apply only insofar as the respective Clearing Agreement is affected.

Notwithstanding Chapter I Part 1 Number 14.1, Eurex Clearing AG may inform a Clearing Member if one of its Non-Clearing Members assigns the settlement of FWB Transactions to a second Clearing Member. The name of such second Clearing Member will not be displayed.

[…]

Part 2
Clearing of Transactions Concluded at the Frankfurter Wertpapierbörse

[…]

2.2 Failure to Deliver

(1) In the event that a Clearing Member fails to deliver the securities[2] owed under a FWB Transaction on the delivery day and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled to take the measures set out below, unless there is an identical claim of the Clearing Member vis-à-vis Eurex Clearing AG which can be settled against the claim against such Clearing Member:

a) If the securities to be delivered by the Clearing Member obliged to deliver are not delivered to Eurex Clearing AG on the 5th Business Day at the latest after the delivery date, as part of the second Same Day Settlement (SDS) conducted by a Settlement Location (the "unperformed transaction"), Eurex Clearing AG shall replace the undelivered securities.

b) The replacement purchase may occur pursuant to Paragraph (43) or by means of an auction pursuant to Paragraph (1) c). If the requisite securities cannot be bought in such auction, or only in part, the Clearing Member in default shall receive a further 5 Business Days in which to deliver. If the securities to be

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

delivered are not delivered to Eurex Clearing AG on the tenth Business Day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a Settlement Location, Eurex Clearing AG shall again attempt to replace the undelivered securities. This replacement purchase shall occur according to Paragraph (~~4~~3) or via an auction pursuant to Paragraph (1) c).

If the securities to be delivered are not delivered to Eurex Clearing AG on the 27th Business Day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a Settlement Location, Eurex Clearing AG shall again attempt to replace the undelivered securities according to Paragraph (~~4~~3) or via an auction pursuant to Paragraph (1) c). If the requisite securities cannot be purchased in full, or are purchasable only in part at such further auction, the defaulting Clearing Member shall be granted time up to the 30th Business Day after the delivery date to deliver the securities to Eurex Clearing AG.

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

For each auction, Eurex Clearing AG shall publish a maximum price for each class of securities, which shall constitute the ceiling for bids. The maximum price for such auction shall be the settlement price determined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% of such settlement price.

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

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

Securities owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members which have not been delivered within at least 30 Business Days after the delivery day shall apply respectively to the amount corresponding to the number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in due time.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% and the highest selling price as well as the highest purchase price of the relevant FWB Transactions. With regard to transactions in fixed income securities, the amount of the cash settlement shall be determined according to the rate above, provided that the

settlement price will be determined regardless of interest accrued and there will be a spread of 300 basis points.

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

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

e) If the execution of a cash settlement should not be possible wholly or partially Eurex Clearing AG shall replace on the 37th Business Day after the delivery day the securities which have not been delivered. The replacement may be implemented according to a) or by means of an auction according to c).

f) If the requisite securities cannot be bought in such auction, or only in part, Eurex Clearing AG shall fix a cash settlement from the 40th to the 46th Business Day after the delivery day with regard to the unperformed FWB Transaction so that the performance obligations of the defaulting Clearing Member vis-à-vis Eurex Clearing AG arising from this unperformed FWB Transaction expire with discharging effect. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

Securities of the same nature owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members which have not been delivered within at least 30 Business Days after the delivery day shall apply respectively in the amount corresponding to the number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in due time.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100%, the highest selling price of the relevant transactions as well as the highest purchase price of the relevant FWB Transactions. With regard to transactions in fixed income securities, the amount of the cash settlement shall be determined according to the rate above, provided that the settlement price will be determined regardless of interest accrued and there will be a spread of 300 basis points.

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

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

g) As far as delivery of the securities continues to be wholly or partially outstanding the buy-in attempt according to Paragraph (1) e) shall be repeated by Eurex Clearing AG at a frequency of 10 days; during the first 6 Business Days of a buy-in attempt Eurex Clearing AG shall repeat the cash settlement according to Paragraph (1) f) as often as is necessary until the unperformed FWB Transaction has wholly been performed or until such transaction could have been paid out through a cash settlement.

h) It is required that prior to the implementation of a cash settlement according to Paragraph (1) d), f), and g) three buy-in attempts via an auction according to c) in each case and in the respective class of securities have been performed by Eurex Clearing AG. In the event that the liability of the Clearing Member obliged to deliver could be settled against an identical claim of such Clearing Member vis-à-vis Eurex Clearing AG pursuant to Paragraph (1) Clause 1 and if, as a result, Eurex Clearing AG refrained from replacing pursuant to Paragraph (~~43~~) or via an auction pursuant to Paragraph (1) c), this fact is regarded as one of three replacement attempts pursuant to Clause 1.

i) In the case of a capital action event concerning the securities, Eurex Clearing AG reserves the right to defer the auction by one or more Business Days or, upon good cause shown, to determine another Business Day for execution of the auction.

j) In the event that only a limited period of time exists for securities being included in the clearing pursuant to Chapter V Part 1 or resulting from securities included in the clearing in the course of an implemented corporate action, in which the claims connected with or resulting from those securities can be asserted and if such securities have not been delivered to Eurex Clearing AG before end of this period of time, Eurex Clearing AG discloses to the Clearing Member it has not delivered in time its claim to delivery of such securities in respective execution of the provisions pursuant to Paragraph (2).

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

(2) In the event the~~a~~ Clearing Member fails to deliver in due time on the delivery date the rights owed from a FWB Transaction (e.g. subscription rights) or the rights resulting from securities to be delivered (e.g. subscription rights), with the exception of partial rights pursuant to Paragraph 3, according ~~in due time on the delivery day pursuant~~ to the instructions of Eurex Clearing AG, Eurex Clearing AG will take the following measures after the second same-day settlement ~~procedure~~ (2nd SDS) or after the corresponding settlement procedure of the~~a~~ Settling~~lement~~ Agent~~Location~~ of the last day of the subscription~~conversion~~ period, respectively, or if this happens

to be earlier, 20 business days after the delivery date: ~~in case of partial rights and after the 2nd SDS or the correspondent settlement course of a Settlement Location of the last day of the subscription period in case of subscription rights:~~

a) Eurex Clearing AG discloses its claim for transfer of the Rights which have not been delivered in due time by the defaulting Clearing Member to the Clearing Member who has not been delivered in due time by Eurex Clearing AG due to such default in order to conclude an assumption (assumption pursuant to Section 414 Bürgerliches Gesetzbuch) with the defaulting Clearing Member pursuant to Paragraph (2) b) to the extent as the Number of Rights to be delivered by the defaulting Clearing Member to Eurex Clearing AG is correspondent to the Ancillary Rights to be transferred by Eurex Clearing AG to the Clearing Member which has not been delivered in due time.

b) An effective assumption in favour of Eurex Clearing AG pursuant to Paragraph (2) a) is only existent if both relevant Clearing Members agree about a certain number of Rights which shall be delivered by the defaulting Clearing Member to the Clearing Member to be delivered instead of Eurex Clearing AG and if they have signed legally binding a respective standardised agreement for the assumption of the delivery obligation (hereinafter named "**Obligation Assumption Agreement**") made available by Eurex Clearing AG and have be submitted such Obligation Assumption Agreement to Eurex Clearing AG ("**Assumption**").

   As soon as Eurex Clearing AG has received the signed Obligation Assumption Agreement, the obligation of Eurex Clearing AG vis-à-vis the Clearing Member to be delivered to deliver the owed Rights and all future secondary rights or rights currently connected with such obligation in the amount of the number of Rights to be transferred agreed upon by both Clearing Members cease to exist.

   For the execution of such Obligation Assumption Agreement, Eurex Clearing AG hereby authorises the Clearing Member to be delivered to be executed vis-à-vis the defaulting Clearing Member to waiver a delivery of the Rights in the amount of the number of Rights to be delivered agreed upon by both Clearing Members as well as to waiver all Secondary Claims at this point in time in connection with this claim with discharging effect. Number 2.2 Paragraph (8~~7~~) does not apply.

c) Eurex Clearing AG sets a time limit of 10 Business Days at maximum to both Clearing Members within which the Obligation Assumption Agreement can be signed legally binding by such Clearing Members. In this case, both Clearing Members shall inform Eurex Clearing AG on the Business Day following the last day of the time limit set by Eurex Clearing AG at 10 a.m. CET at the latest (foreclosure) by submitting the Obligation Assumption Agreement signed legally binding at Eurex Clearing AG.

d) Provided that no legally binding signature of the Obligation Assumption Agreement between the respective Clearing Members has been effected within the foreclosure pursuant to Paragraph (2) c) Clause 2, Eurex Clearing AG

determines a cash settlement regarding the Rights to be delivered by the defaulting Clearing Member pursuant to Paragraph (2) e) with the legal result that the fulfilment obligation of the defaulting Clearing Member vis-à-vis Eurex Clearing AG out of this unperformed FWB Transaction ceases to exist. Instead, the defaulting Clearing Member is obliged to pay the cash compensation determined by Eurex Clearing AG to Eurex Clearing AG.

The same applies in this case for rights of the same nature owed by Eurex Clearing AG vis-à-vis one or more other Clearing Members to the amount corresponding to the Number of the rights owed by the defaulting Clearing Members to Eurex Clearing AG from the unperformed FWB Transaction, such rights not having been delivered in due time. Chapter V Number 2.2 Paragraph (8~~7~~) does not apply.

e) The amount of the cash compensation to be paid by the defaulting Clearing Member to Eurex Clearing AG pursuant to Paragraph (2) d) shall be determined by comparison between the calculational value of the right at the point in time of the cash settlement plus an additional charge in the amount of 100% and the highest price of sale and the highest purchase price in the relevant FWB Transactions respectively deliveries.

The price calculated in this way is multiplied with the respective lot size of the Rights which have not been delivered in due time to Eurex Clearing AG; the resulting sum adds up to the amount to be paid by the defaulting Clearing Member in the course of the cash compensation. The resulting sum shall be netted against the respective final amounts of the concerned FWB Transactions and results in the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of the cash settlement.

Upon receipt, Eurex Clearing AG will then distribute this amount to one or the other Clearing Members who have entered into FWB Transactions pursuant to Paragraph (2) d) Clause 3 with Eurex Clearing AG.

(3) If the Clearing Member fails to deliver in due time on the delivery date the partial rights owed from a FWB Transaction or the partial rights resulting from securities to be delivered according to the instructions of Eurex Clearing AG, Eurex Clearing AG will determine a cash settlement regarding the partial rights not delivered after the second same-day settlement (2nd SDS) or after the corresponding settlement procedure of the Settling Agent on the last day of the conversion period respectively, or if this happens to be earlier, 20 business days after the delivery date; as a result, the defaulting Clearing Member's delivery obligations towards Eurex Clearing AG as regards the partial rights not delivered are cancelled with debt-discharging effect. In lieu thereof, the defaulting Clearing Member will be under the obligation to pay to Eurex Clearing AG a cash settlement.

In such a case, similar partial rights owed by Eurex Clearing AG to one or several other Clearing Member(s) shall be treated accordingly to the extent that they correspond to the number of partial rights the defaulting Clearing Member owed from

the FWB Transaction and failed to deliver in due time to Eurex Clearing AG. The provisions in Chapter V Number 2.2 Paragraph (8) do not apply.

The amount of the cash settlement to be paid by the defaulting Clearing Member to Eurex Clearing AG corresponds to the price which is determined by Clearstream Banking AG on the day on which Eurex Clearing AG decides on the performance of the cash settlement.

The price determined in the manner described above will be multiplied by the respective number of partial rights not delivered to Eurex Clearing AG in due time, thus calculating up to the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of performing the cash settlement. The sum resulting from this procedure will be calculated against the respective totals of the FWB Transactions concerned and results in the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of the cash settlement.

After having received this payment, Eurex Clearing AG will clear the amount to the other Clearing Member(s) who have concluded FWB Transaction pursuant to Clause 3 with Eurex Clearing AG.

(4~~3~~) Eurex Clearing AG may at its own dutiful discretion or pursuant to Paragraph (1) and (2) carry out a cash settlement or a disclosure for securities and rights which have not been delivered and for the securities and rights resulting therefrom on the first Business Day at the earliest, if, in its judgement, the securities deposited at Eurex Clearing AG by the Clearing Member obliged to deliver for its transactions do not suffice for the collateralisation of such transactions or if, due to other severe reasons, it deems necessary an implementation of the mentioned measures.

(5~~4~~) Measures set forth in Paragraph (1) through (4~~3~~) shall be binding on the Clearing Member which did not receive delivery in time.

Where Eurex Clearing AG has commenced a replacement purchase pursuant to Paragraph (1) by means of an auction, the Clearing Member obliged to deliver shall not be authorised to deliver the securities it owes to Eurex Clearing AG on the day of the auction. If the securities to be delivered have been replaced at an auction, the delivery obligations of the Clearing Member in default deriving from the original FWB Transaction shall expire with discharging effect.

(6~~5~~) Eurex Clearing AG may deviate from the deadlines defined in Paragraph (1) through ~~and~~ (3~~2~~) if compliance with those deadlines would mean that the measures to be performed pursuant to Paragraphs (1) through (3) ~~adherence to~~ c~~those deadlines~~ could not or only with disproportional expenses or costs be achieved or if other deadlines or obligations arising from the securities or rights require such deviation.

(7~~6~~) The defaulting Clearing Member shall bear the costs arising from measures taken pursuant to Paragraph (1) through ~~, (2) and~~ (4~~3~~) of this Number. Eurex Clearing AG shall for each auction in one security category held pursuant to Paragraph (1) levy upon each defaulting Clearing Member a fee of 10% of the value of the securities owed pursuant to Paragraph (1) Clause 1, but in any case not less than EUR 250.00 or USD 350.00 or CHF 375.00 respectively AUD 500.00 respectively CAD 400.00

respectively DKK 1,900.00 respectively GBP 225.00 respectively JPY 30,000.00 respectively NOK 2,000.00 respectively SEK 2,750.00 and at maximum EUR 5,000.00 respectively USD 7,000.00 respectively CHF 7,500.00 respectively AUD 10,000.00 respectively CAD 8,000.00 respectively DKK 37,300.00 respectively GBP 4,500.00 respectively JPY 600,000.00 respectively NOK 41,000.00 respectively SEK 55,000.00. For the conversion of the fees into the settlement currency, Number 12 Paragraph 4 of the Price List shall apply accordingly.

(8~~7~~) If a Clearing Member has not agreed upon Gross Delivery Management Service with Eurex Clearing AG (Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b)-(e)), and if such Clearing Member comes in default with the delivery of securities, Eurex Clearing AG shall levy an additional default fee besides the obligations specified in this provision. Such fee shall amount to 0.01% of the original countervalue of the securities to be delivered for each day of default (default day). A default day is each Business Day following the due date of delivery, unless the securities are delivered at the latest on such Business Day within the second same-day settlement booking run of Clearstream Banking Frankfurt AG.

This regulation shall exclusively apply to claims from transactions which have been concluded via the electronic trading system at FWB or off-exchange via this electronic trading system.

(9~~8~~) If in the course of a corporate action bearers of securities are offered the replacement of securities against cash amount or other securities or in the case of a mandatory corporate action with a choice between different conversion offers, and if the Clearing Member does not deliver to Eurex Clearing AG the securities owed from the FWB Transaction on the last day of the term for acceptance („value date“) according to Eurex Clearing AG's instructions, the Clearing Member in default for not having delivered the securities in time shall be obliged to pay a contractual penalty to Eurex Clearing AG notwithstanding of Eurex Clearing AG having suffered a loss. Eurex Clearing AG reserves the right to charge a contractual penalty also if it did not explicitly declare such reserve in case of late delivery of the owed securities.

a) Irrespective of the delivery of the security having been effected by the Clearing Member in default or the replacement purchase by Eurex Clearing AG pursuant to Chapter V Number 2.2 Paragraph (1), the amount of the contractual penalty shall be calculated on the basis of the offer as follows:
   - Conversion offer in cash

     In a conversion offer in cash, the amount of the contractual penalty shall be calculated on the basis of the offered cash amount for one security according to the conversion offer less the settlement price, multiplied by the number of securities owed on the value date and by the acquisition ratio determined at the end of the acceptance period. If necessary, the offered cash amount shall be converted into the currency of the security on the basis of the exchange rates published by Eurex Clearing AG on the value date.

- Conversion offer in securities or cash

  For a conversion offer in securities (bidder's securities) or cash, the amount of the contractual penalty is calculated per security owed on the value date in accordance with the following formula; this is then multiplied by the number of securities owed on the value date:

  Contractual penalty per security =

$$\text{Maximum}(0; (((\sum_{1-n}(\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}) - \text{Settlement Price}_{\text{Security}}) * \text{Acquisition Ratio})$$

- Different conversion offers in securities or cash

  If, in the event of a voluntary corporate action, there is a right to choose between different conversion offers, the contractual penalty is calculated on the basis of the highest value of the conversion offers and the settlement price of the security, multiplied by the number of securities owed on the value date and the acquisition ratio determined at the end of the acceptance period. To this end, the different conversion offers will be calculated using the formula described above and will be compared with one another. The highest contractual penalty per security shall then apply; this will be multiplied by the number of securities owed on the value date.

- Different conversion offers in the event of mandatory corporate actions

  If, concerning a mandatory corporate action, a selection right exists giving a choice between different conversion offers, the contractual penalty per security is to be calculated on the basis of the difference between the highest and lowest value of conversion offers, the result being multiplied by the number of securities owed on the value date.

  The following formula shall be used to calculate the value of the conversion offer:

  Value of conversion offer per security =

$$\sum_{1-n}(\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}$$

  Number $_{\text{bidder's securities}}$: Number of bidder's securities offered by the bidder for one security of the target company.

  Price $_{\text{bidder's security}}$: Price for a bidder's security, which is determined as follows: (i) If new issues or new equities are offered, the issue price of the newly issued security offered for subscription will be used as the basis, (ii) if existing securities are offered and Eurex Clearing AG has a determined a settlement price for the corresponding security, such fixed settlement price shall be used as the basis, (iii) otherwise, the closing price on the stock exchange with the largest turnover in the corresponding security shall be used as the basis. The price of the bidder's securities shall, if necessary,

be converted into the currency of the security on the basis of the exchange rates published by Eurex Clearing AG on the value date.

n: Number of the possibly different securities offered by the bidder.

Acquisition ratio: Total number of securities that the bidder plans to acquire, divided by the total number of securities offered to the bidder.

Settlement price $_{security}$: The daily settlement price determined by Eurex Clearing AG on the value date for the security owed on the value date.

b) The contractual penalty is charged in the currency in which the corresponding delivery of securities is to be settled and shall only be claimed by Eurex Clearing AG if the calculation in the corresponding currency results in a value of at least EUR 5,000, USD 7,000, GBP 5,000, CHF 7,000, AUD 8,000, CAD 7,000, JPY 550,000, SEK 48,000, DKK 38,000, NOK 40,000 or PLN 20,000.

c) Should the terms of the conversion offer on which the calculation of the contractual penalty is based, change after the value date and the calculation of the contractual penalty have a different result in due consideration of the changed conditions, Eurex Clearing AG reserves the right to re-calculate the contractual penalty on the basis of the modified conditions.

(10~~9~~) Should dividend or bonus payments pursuant to Chapter V Number 2.3 Paragraph (2) a) occur for securities to which as yet unperformed FWB Transactions refer or should additional rights pursuant to Chapter V Number 2.3 Paragraph (2) b) be granted and the Clearing Member obliged to deliver be in default, i.e. should the Clearing Member not deliver the securities owed from an FWB Transaction on due date to Eurex Clearing AG according to its instructions, the Clearing Member in default for not having delivered the securities in time shall be obliged to pay a contractual penalty to Eurex Clearing AG notwithstanding of Eurex Clearing AG having suffered a loss. Eurex Clearing AG reserves the right to charge a contractual penalty also if it did not explicitly declare such reserve in case of late delivery of the owed securities.

Irrespective of the delivery of the security having been effected by the Clearing Member in default or the replacement purchase by Eurex Clearing AG pursuant to Chapter V Number 2.2 Paragraph (1), the amount of the contractual penalty charged by Eurex Clearing AG shall be calculated as follows:

The amount of the contractual penalty amounts to 35.8% of the net dividend (dividend being due to the shareholder; less respective taxes and charges), multiplied by the amount of securities owed on the value date. The contractual penalty is charged in the currency in which the corresponding delivery of securities is to be settled and shall only be claimed by Eurex Clearing AG if the calculation in the corresponding currency results in a value of at least EUR 5,000, USD 7,000, GBP 5,000, CHF 7,000, AUD 8,000, CAD 7,000, JPY 550,000, SEK 48,000, DKK 38,000, NOK 40,000 or PLN 20,000.

(11~~0~~) In addition to the contractual penalty regulations pursuant to Chapter V Number 2.2 Paragraph (9~~8~~) and Chapter V Number 2.2 Paragraph (10~~9~~) the following shall apply:

a) With regard to the delivery of certain securities, Eurex Clearing AG may determine that in case of default in delivery of such securities within a period of time specified by Eurex Clearing AG, Eurex Clearing AG can abstain from charging contractual penalties. Eurex Clearing AG will notify this to its Clearing Members by circular.

b) Eurex Clearing AG Clearing shall abstain from claiming damages up to the amount of the contractual penalty vis-à-vis the Clearing Member obliged to deliver, if such penalty has been paid. The right of Eurex Clearing AG to claim damages in excess of the amout of the contractual penalty remains unaffected..

c) The contractual penalty regulations do not apply to delivery of ETF shares. The right of Eurex Clearing AG to claim damages remains unaffected.

(12~~1~~) To the extent cash distributions according to Chapter V Number 2.3 Paragraph 2 lit. a) accrue with regard to ETF shares serving as a reference for yet unperformed FWB Transactions, and if the Clearing Member has failed to deliver to Eurex Clearing AG the ETF shares owed from an FWB transaction on the due date according to the instructions of Eurex Clearing AG, and if the Clearing Member which has not received delivery in due time has suffered damages as a result and has provided evidence for the existence of a relevant claim vis-à-vis Eurex Clearing AG within the statutory period of limitation – Eurex Clearing AG may disclose its claim for transfer of the ETF shares which were not delivered in due time by the defaulting Clearing Member, to the Clearing Member which has not received delivery in due time as a result of such default; however, such disclosure may only be made to such extent in which the number of the ETF shares to be delivered to Eurex Clearing AG by the defaulting Clearing Member corresponds to the number of ETF shares to be transferred by Eurex Clearing AG to the Clearing Member which has not received delivery in due time. Such disclosure may also be made after the claim for transfer has been satisfied.

(13) To the extent that interest payments accrue regarding fixed income securities serving as a reference for yet unperformed FWB Transactions, and if the Clearing Member has failed to deliver the fixed income securities owed from an FWB Transaction on the due date according to the instructions of Eurex Clearing AG, Eurex Clearing AG will, upon maturity, collect these interest payments from the Clearing Member selling the fixed income securities and will transfer the interest to the Clearing Member buying the respective fixed income securities. Any payment shall be perfomed in compliance with the applicable tax laws.

(14~~2~~) The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in time to claim further damages shall remain unaffected.

2.3 Corporate Actions

(1) Where corporate actions pursuant to Paragraph (2) are carried out in respect of securities which relate to unperformed FWB Transactions, Eurex Clearing AG shall process these actions as follows on an individual basis when clearing such transactions with its Clearing Members: The value date of the requisite debits and credits on accounts of Clearing Members involved will be ascertained on the basis of the due days determined and announced by Clearstream Banking AG, Frankfurt/Main. In the absence of further agreements or rulings in particular in Paragraph (2), securities shall be transferred with the rights and duties which existed at the conclusion of the transaction.

(2) Type of corporate action:

a) Dividend and bonus payments

If dividends, bonus payments or other cash distributions occur, Eurex Clearing AG shall collect them from the shares seller when they fall due and transfer them to the purchaser of the shares. These payments are posted to the RTGS Accounts or the euroSIC Accounts or the respective foreign currency accounts. All payments shall be rendered with due observance of the applicable tax legislation.

b) Granting of additional rights

If subscription rights to shares or comparable rights are granted, the Clearing Member obliged to deliver on the grounds of as yet unperformed FWB Transactions shall be obliged to transfer these rights to Eurex Clearing AG subject to the cut-off date defined by Clearstream Banking AG. Eurex Clearing AG shall be entitled to arrange for the transfer of rights in the name of the Clearing Member concerned. Subsequently, Eurex Clearing AG shall credit on the above-mentioned cut-off date the Clearing Member, which has entitlement on the grounds of as yet unperformed FWB Transactions, with the rights transferred to it. This applies to fractional rights *mutatis mutandis*.

c) Conversion offers

Shareholders may be made an offer to convert existing shares to new ones, shares of another stock corporation, other securities and/or cash settlement. If this is the case, Eurex Clearing AG shall, in regard of FWB Transactions which Clearing Members have not yet concluded with it, transfer the relevant existing shares to Clearing Members to receive deliveries. That transfer shall include the options still existing on the date of performance.

d) Final maturity of fixed income securities

If, in case of yet unperformed FWB Transactions regarding fixed income securities, the final maturity of such securities is reached, Eurex Clearing AG will perform a cash settlement in lieu of the securities' delivery. The cash

settlement is fixed by Eurex Clearing AG at the last settlement price determined for these securities plus the respective interest accrued.

ed) Other corporate actions

If a corporate action is carried out such as is not governed by the present provisions, Clearing Members obliged to deliver shall implement transfer of the securities or rights involved within the meaning of the instructions laid down by Eurex Clearing AG in line with the content of the said provisions. Eurex Clearing AG shall in turn transfer the securities and rights it is to deliver and which are affected by such a corporate action to the Clearing Members which are to receive delivery. Clauses 1 and 2 apply *mutatis mutandis* for cash payments which Clearing Members have to perform on the basis of corporate actions not governed by the above-mentioned provisions.

(3) Reversal of FWB Transactions

If an FWB Transaction is reversed after its conclusion pursuant to ~~sections 12, 12a or 40 of~~ the Conditions for Transactions on FWB, the debits/credits, arising from corporate actions, to the accounts of Clearing Members concerned shall also be reversed with the value date of the FWB Transaction reversal.

(4) Corrections to corporate actions

Clearstream Banking AG may carry out corrections to corporate actions conducted by Eurex Clearing AG pursuant to Paragraph (2) or which should have been carried out, in regard of as yet unperformed or performed FWB Transactions (such corrections might be reversals, adjustments, etc.); in such cases of correction, Eurex Clearing AG shall be entitled to undertake corresponding corrections to corporate actions it has conducted pursuant to Paragraph (2) and to carry out any non-implemented corporate actions retroactively.

For the eventuality that corporate actions in regard of as yet unperformed or performed FWB Transactions were not carried out and afterwards corrected or implemented by the Clearstream Banking AG, Eurex Clearing AG shall reserve the right to waive the subsequent implementation of the corporate action in favour of assigning to the claimant Clearing Member its claims against other Clearing Members arising out of corresponding identical transactions with debt-discharging effect.

If the netting procedure in delivery instructions of performed or yet unperformed FWB Transactions has resulted in the existence of nominal value fractions, Eurex Clearing AG shall be entitled to meet the corresponding claims of the Clearing Members eligible for benefit by means of cash settlement.

(5) Change of method of holding in custody

If, due to a corporate action on the part of an issuer, securities held in collective custody or ancillary rights need to be held on a trust-custody basis or in a different way (hereinafter referred to as “change of method of holding in custody”) Eurex

Clearing AG is entitled according to its best judgement and by safeguarding of the interests of the respective Clearing Member to effectuate transactions to be performed by Eurex Clearing AG by using securities or ancillary rights subject to such a change of method of holding in custody.

Eurex Clearing AG is also entitled, in case of delivery obligations with shares, fractional rights and ancillary rights which are not fully feasible, to clear such delivery obligations at Clearstream Banking AG on the first Business Day after the Business Day on which the delivery obligation came into existence after respective order by Eurex Clearing AG. Chapter V Number 2.2 Paragraph (1) through~~and~~ Paragraph (3~~2~~) do not apply.

[…]

Part 3
Transactions regarding Foreign Securities and Rights with Settlement on the Home Market ("XIM Transactions")

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

3.1 Subpart General Provisions

[…]

3.1.4 Clearing of OTC Transactions

In addition to the clearing of XIM Transactions concluded on FWB, Eurex Clearing AG also conducts clearing of OTC Transactions in securities and rights within the meaning of the Exchange Rules of the Frankfurter Wertpapierbörse, provided these OTC Transactions are submitted to clearing on Eurex Clearing AG via the electronic trading system of FWB. Insofar, the provisions of Chapter I and of this Paragraph shall apply accordingly.

3.2 Settlement of XIM Transactions

[…]

3.2.2 Failure to Deliver

(1) The following provisions in deviation to Number 2.2 shall apply - except for XIM Transactions with settlement in Switzerland - if:

- the Clearing Member fails to deliver any securities owed from a XIM Transaction or fails to assign any rights; or

- the Clearing Member obliged to accept securities owed from a XIM Transaction or the assignment of rights is in default regarding such acceptance,

provided that in which case Eurex Clearing AG remains entitled to claim damages suffered by it or any other Clearing Member due to such default.

(2) The assertion of further damages is not excluded hereby.

3.2.2.1 XIM Transactions with Settlement in Belgium, France, Netherlands or Portugal

(1) If the securities from a XIM Transaction with settlement in Belgium, France, Netherlands or Portugal to be delivered by the Clearing Member obliged to deliver are not delivered to Eurex Clearing AG at the latest on the 7th Business Day after the delivery day in the course of the last settlement run of the central depository determined by the Management Board of FWB pursuant to the ~~within the meaning of § 169 f Paragraph 1~~ Exchange Rules of Frankfurter Wertpapierbörse (the "**non-fulfilled XIM Transaction**"), Eurex Clearing AG shall arrange for deletion of the respective delivery instructions on the respective home market and repurchase the non-delivered securities by means of an auction. In turn, the Clearing Member obliged to deliver undertakes to arrange for deletion of the respective delivery instructions on the respective home market. As soon as Eurex Clearing AG has informed the Clearing Member obliged to deliver about the intended implementation of an auction, the Clearing Member is no longer authorised to deliver the concerned securities to Eurex Clearing AG.

(2) If the securities to be delivered are certified subscription rights, the procedure according to Paragraph (8) shall apply.

(3) An auction within the meaning of Paragraph (1) shall take place on the 8th Business Day upon the defined delivery day. For each auction, Eurex Clearing AG shall publish a maximum price per security class up to which it is willing to accept offers. The maximum price results from the settlement price defined by Eurex Clearing AG for the respective security class plus a surcharge in the amount of 20%. Each company (seller) which has previously concluded a respective agreement with Eurex Clearing AG may participate in the auctions. If repurchase of the securities to be delivered was achieved through an auction, the delivery obligations of the Clearing Member obliged to deliver resulting from the original XIM Transaction shall expire with debt-discharging effect.

(4) Eurex Clearing AG shall abstain from the measures according to Paragraph (1) and (3) if the concerned liability of the Clearing Member can be offset against an identical claim of this Clearing Member vis-à-vis Eurex Clearing AG. In this case, the Clearing Member obliged to deliver is still obliged to deliver the owed securities.

(5) If an auction within the meaning of Paragraph (3) has been unsuccessful in whole or in part or has not been carried out due to Paragraph (4), Eurex Clearing AG may decide a cash settlement with regard to the securities owed from the non-fulfilled XIM Transaction from the 9th Business Day following the delivery day, so that the fulfilment obligations of the defaulting Clearing Member vis-à-vis Eurex Clearing AG from this non-fulfilled XIM Transaction expire with debt-discharging effect. Instead,

the defaulting Clearing Member is obliged to pay a cash settlement to Eurex Clearing AG.

The same shall apply in this case with regard to the securities of the same class owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members which have not been delivered by Eurex Clearing AG in due time, in an amount corresponding to the number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in time. In this case, the oldest delivery obligations by Eurex Clearing AG shall be considered first.

The amount of the cash settlement to be paid by the defaulting Clearing Member to Eurex Clearing AG shall be determined by way of comparison of the settlement price defined by Eurex Clearing AG for the respective security class as well as the highest sale price and the highest purchase price of the concerned XIM Transactions, plus a surcharge in the amount of 20%.

The highest price determined in this way shall be multiplied with the respective number of securities owed from the XIM Transaction and not delivered in due time. The resulting sum shall be netted with the respective final amounts of the concerned XIM Transactions and equals the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of the cash settlement.

Eurex Clearing AG shall pay out this amount upon receipt to the other Clearing Member/s who have concluded transactions with Eurex Clearing AG according to Clause 3 and 4.

If, after an auction within the meaning of Paragraph (3) has not been carried out due to Paragraph (4), a cash settlement is decided, Eurex Clearing AG shall arrange for deletion of the respective delivery instructions on the respective home market by determination of the cash settlement by Eurex Clearing AG. In turn, the Clearing Member obliged to deliver shall undertake to arrange for deletion of the respective delivery instructions on the respective home market. As soon as Eurex Clearing has informed the Clearing Member obliged to deliver about the intended determination of the cash settlement, the Clearing Member is no longer authorised to deliver the concerned securities to Eurex Clearing AG.

(6) Eurex Clearing AG does not determine a cash settlement within the meaning of Paragraph (5) as long as the concerned liability of the Clearing Member can be offset against an identical claim of such Clearing Member vis-à-vis Eurex Clearing AG.

(7) Eurex Clearing AG reserves the right to postpone the auction within the meaning of Paragraph (3) by one or more Business Days in case of a corporate action with regard to the concerned securities, or, in case of legitimate reason, to define another Business Day for implementation of an auction. In this case, the deadline applying to the cash settlement according to Paragraph (4) is postponed accordingly.

(8) If the rights from a XIM Transaction with settlement in Belgium, France, Netherlands or Portugal (e.g. subscription rights) or the rights resulting from securities to be delivered (e.g. partial rights and subscription rights) to be transferred by the Clearing

Member obliged to deliver are not transferred in due time on the delivery day on instruction by Eurex Clearing AG, the latter shall execute measures pursuant to Number 2.2 Paragraph (2) or Paragraph (3) after the last settlement run of the central custodian determined by the Management Board of FWB according to the~~(§ 169 f Paragraph 1~~ Exchange Rules of the Frankfurter Wertpapierbörse~~)~~ on the last day before expiry of the deadline existing for the rights.

(9) If Eurex Clearing AG is of the opinion that the margin provided by the Clearing Member obliged to deliver for its transactions with Eurex Clearing AG cannot provide sufficient margin any more due to extraordinary risks or if Eurex Clearing AG deems an auction, a cash settlement or measures according to Paragraph 8 necessary due to other severe reasons, it may execute such measures upon its own dutiful discretion from the first Business Day after the delivery day already.

(10) Eurex Clearing AG may deviate from the deadlines specified in Paragraphs (1) to (5) and Paragraph (8), if, when meeting these deadlines, the measures to be taken according to Paragraphs (1) to (5) or Paragraph (8) cannot or can only be taken with extraordinary effort and expenses or if other deadlines to be considered resulting from the securities or rights require such deviation.

(11) The costs occurred with Eurex Clearing AG by its measures according to Number 3.2.2.1 shall be borne by the defaulting Clearing Member. For each auction carried out in a security class according to Paragraph (3), Eurex Clearing AG shall charge from the defaulting Clearing Member a fee of 10% of the value of the owed securities, at least, however, EUR 250.00 and at maximum EUR 5,000.00.

(12) If a Clearing Member delivers securities to Eurex Clearing AG after it ceased to be authorised to do so according to Paragraph (1) or (5), the Clearing Member is obliged to pay a compensation for the retransfer in the amount of EUR 500.00 to Eurex Clearing AG. If further damage occurs to Eurex Clearing AG from the delivery, the Clearing Member is obliged to compensate such damage. Clause 1 and 2 shall apply accordingly to the non-defaulting Clearing Member if, in the procedure according to Paragraph (5), the Clearing Member has arranged for transfer of securities after the claim for payment of a settlement amount has come into existence, by not arranging for deletion of the instruction given on the respective home market.

[…]

3.2.2.4 XIM Transactions with Settlement in Spain

(1) If the Clearing Member fails to deliver securities or transfer rights from a XIM Transaction with settlement in Spain, Number 3.2.2.1 shall apply accordingly, unless provided otherwise in the following.

(2) In deviation to Number 3.2.2.1 Paragraph (1), Eurex Clearing AG shall arrange for deletion of the according delivery instructions and repurchase the non-delivered securities by way of an auction, if the securities to be delivered by the Clearing Member obliged to deliver are not delivered to Eurex Clearing AG on the delivery

date within the last settlement run of the central custodian determined by the Management Board of FWB pursuant to the ~~within the meaning § 169 f Paragraph 1~~ Exchange Rules of the Frankfurter Wertpapierbörse. In case of already matched instructions, Eurex Clearing AG shall give a counter-instruction. In turn, the Clearing Member obliged to deliver is, in case of a delivery not made on the delivery day, obliged to arrange for deletion of the given delivery instructions or, in case of an already matched delivery instruction, arrange for a counter-instruction.

(3) In deviation to Number 3.2.2.1 Paragraph (3), the auction takes place on the first Business Day after the delivery day. The securities repurchased within the auction shall be delivered by Eurex Clearing AG to the Clearing Member vis-à-vis whom the respectively oldest delivery obligation of Eurex Clearing AG regarding the repurchased security class exists. Before delivery of the repurchased securities to this Clearing Member, Eurex Clearing AG shall arrange for deletion of the originally given delivery instructions. In case of already matched original delivery instructions, Eurex Clearing AG shall give a counter-instruction. In turn, the Clearing Member to be delivered as a result of the auction is obliged to arrange for deletion of the originally given delivery instructions or, in case of already matched delivery instructions, to arrange for according counter-instructions. In order to guarantee delivery of the securities repurchased during the auction, the Clearing Member to be delivered is obliged to give the necessary delivery instructions upon instruction by Eurex Clearing AG. Furthermore, the Clearing Member to be delivered is also obliged to arrange for a modification of the registration of the securities to be delivered in favour of the final beneficial owner.

(4) In deviation to Number 3.2.2.1 Paragraph (5), Eurex Clearing AG may determine the cash settlement within this provision from beginning of the second Business Day upon delivery day. To the extent the Clearing Member obliged to deliver is obliged to delete the given delivery instructions according to Number 3.2.2.1 Paragraph (5), such deletion shall – with XIM Transactions with settlement in Spain and in case of already matched delivery instructions – by giving according counter-instructions. In case of already matched delivery instructions, Eurex Clearing Ag shall, in turn, give according counter-instructions.

[…]

Appendix to the NCM-CM-Clearing Agreement

Appendix to the NCM-CM Clearing Agreement between Eurex Clearing AG, [Company/NCM] and [Company/CM] dated [Date]

In addition to the above mentioned Clearing Agreement, the following shall apply:

[…]

Chapter II: Tranactions Included in the NCM-CM Agreement

☐ **Clearing of Transactions concluded on Eurex Deutschland and Eurex Zürich and included in the Clearing, including Eurex contracts concluded off-exchange and Eurex contracts concluded off-exchange whose specifications deviate from the contract specifications of the respective Eurex contracts according to the provisions of Eurex Clearing AG (together "Eurex Transactions")**

a) Scope of Entries into the Trading System by the Non-Clearing Member

The Non-Clearing Member may enter, with immediate effect, on behalf of the Clearing Member all tradeable products into the trading system of Eurex Deutschland and Eurex Zürich.
~~[Please tick what is applicable]~~

~~O all tradable products~~

~~O all tradable products except products approved by the Commodity Trading Futures Commission (CFTC), USA~~

b) Applicable Legal Provisions

The Exchange Rules for Eurex Deutschland and Eurex Zürich, the Conditions for Trading at Eurex Deutschland and Eurex Zürich, all other regulations of Eurex Deutschland and Eurex Zürich and the Conditions for Utilization of the OTC Trade-Entry Facilities (General Conditions of Participation) of Eurex Clearing AG shall apply in the respective German version valid at the time.

c) General Obligations

If an affiliated Non-Clearing Member is also an Exchange Participant at Eurex Zürich, any obligation to be fulfilled vis-à-vis the Management Board of Eurex Deutschland pursuant to the Clearing Conditions shall also be fulfilled vis-à-vis the Management Board of Eurex Zürich. In this case, the transmission of a notification regarding the fulfilment of such obligation to Eurex Deutschland or Eurex Zürich shall be deemed sufficient.

[…]

****

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

****

[...]

5. Execution of the auction

(1) The sole purpose for Eurex Clearing AG to execute an auction shall be the sale of securities by a Participant in the auction to Eurex Clearing AG. Objects of an auction are securities of the same category. Eurex Clearing AG is obliged to fix one of its business days as date for the auction's execution. For every auction, Eurex Clearing AG will fix a ceiling price for each category of securities and for each Central Securities Depository in charge of the settlement for the respective based upon the settlement price determined by Eurex Clearing AG plus a surcharge defined for each Central Securities Depository, such price determined in the following chart, up to which Eurex Clearing AG will be ready to accept sellers' bids ("ceiling price"). The ceiling price for fixed income securities will be determined regardless of interest accrued. Participants may only submit bids to Eurex Clearing AG for the sale of securities without conditions and, for the duration of the bidding stage, without time limits.

Central Securities Depository in charge of the settlement	Abbr.	Ceiling Price in percent of the last determined settlement price
Clearstream Banking AG (Securities in Collective Safe Custody)	CBF	200
Clearstream Banking AG (Fixed Income Securities in Collective Safe Custody and held on a fiduciary basis)	CBF	105
Clearstream Banking AG (Securities held on a fiduciary basis)	CBL	200
Euroclear Belgium	CIK	120
Euroclear Finland	APK	150
Euroclear France	SIC	120

Central Securities Depository in charge of the settlement	Abbr.	Ceiling Price in percent of the last determined settlement price
Euroclear Nederland	NEC	120
Euroclear Sweden AB	VPC	150
Euroclear UK & Ireland Limited	EUI	200
Euroclear UK & Ireland Limited (Securities from Transactions on Irish Stock Exchange)	EUI-ISE	200
IBERCLEAR	IBC	120
Interbolsa S.A.	INT	120
Monte Titoli S.p.A.	MOT	120
Oesterreichische Kontrollbank AG (OeKB)	OEB	120
SIX SIS AG	SIS	200
The Depository Trust Company	DTC	200
Verdipapircentralen ASA (VPS)	VPS	150
VP Securities A/S (VP)	VPD	150

(2) Upon an electronic notice from Eurex Clearing AG to the e-mail address provided by a Participant, an auction shall be deemed opened. In order to ensure its validity, Eurex Clearing AG is obliged to include the following information in the notice:

- the ISIN of the securities,
- the number of securities,
- the ceiling price,
- the time of the auction's end,
- auction currency and
- Central Securities Depository in charge of the settlement.

(3) After the beginning of the auction the Participants may in the course of 30 minutes enter one or more bids into the entry fields of the Auction Platform provided ("Bidding Stage"). Bids shall be valid as soon as the Participant enters

- the price of the securities and
- the number of securities

into the entry fields without exceeding the ceiling price. With such bid, the Participant submits a binding offer to sell securities to Eurex Clearing AG according to the number and price as mentioned in the bid.

(4) A bid is binding for the Participant. The bid shall cease at the submission of a lower-priced bid. After the end of the Bidding Stage, Eurex Clearing AG shall select among the submitted bids the bid with the lowest price. Eurex Clearing AG may choose to accept only part of a bid in regard of the number of securities offered. If two or more bids exist in the auction for the lowest price offered, Eurex Clearing AG will select the bid submitted earliest.

(5) Eurex Clearing AG accepts a bid ("Knockdown") by sending an e-mail to the Participant to the e-mail address forwarded to Eurex Clearing AG by the Participant. To be legally valid, this notice to the Participant regarding the acceptance of his bid has to contain at least

- the ISIN,
- the price and
- the number of the securities due.

The acceptance declared by Eurex Clearing AG is served to the Participant upon the notice's entry at the gateway of the telecommunication server employed by the Participant. Upon service of the acceptance, a sales contract is concluded between Eurex Clearing AG and the Participant for the assignment of securities according to the acceptance of Eurex Clearing AG. The sales contract is governed by German law exclusively. The bids of Participants not selected remain valid pursuant to paragraph 6.3.

6. Performance of auction transactions and default

(1) The sales contract shall be performed contemporaneously by the Participant's assignment of the securities to Eurex Clearing AG against payment of the sales price agreed upon by Eurex Clearing AG to the Participant. In case of fixed income securities, Eurex Clearing AG will pay interest accrued, if any, in addition to the sales price. The settling place for duties to be performed corresponds to the valid provisions in the Clearing Conditions applicable for transactions of securities of this kind and category. The Participant is obliged to assign the securities due contemporaneously without undue delay on the day the auction takes place, but latest on the business day of Eurex Clearing AG following the auction under consideration of the delivery terms indicated in the following chart to Eurex Clearing AG's securities portfolio account at the Central Securities Depository in charge of the settlement who has been determined by Eurex Clearing AG for the assignment of these securities in their Clearing Conditions. In individual cases, however, Eurex Clearing AG may demand of the Participant to perform the assignment of the securities due pursuant to special instructions.

Central Securities Depository in charge of the settlement	Abbr.	Delivery Term
Clearstream Banking AG (Securities held in Collective Safe Custody)	CBF	10:00 CET
Clearstream Banking AG	CBL	10:00 CET

Central Securities Depository in charge of the settlement	Abbr.	Delivery Term
(Securities held on a fiduciary basis)		
Euroclear Belgium	CIK	11:00 CET
Euroclear Finland	APK	11:00 CET
Euroclear France	SIC	11:00 CET
Euroclear Nederland	NEC	11:00 CET
Euroclear Sweden AB	VPC	11:00 CET
Euroclear UK & Ireland Limited	EUI	11:30 CET
Euroclear UK & Ireland Limited (Securities from transactions on Irish Stock Exchange)	EUI-ISE	11:30 CET
IBERCLEAR	IBC	11:00 CET
Interbolsa S.A.	INT	11:00 CET
Monte Titoli S.p.A.	MOT	10:00 CET, 11:00 CET with special announcement
Oesterreichische Kontrollbank AG (OeKB)	OEB	11:00 CET
SIX SIS AG	SIS	10:00 CET
The Depository Trust Company	DTC	18:00 CET
Verdipapircentralen ASA (VPS)	VPS	11:00 CET
VP Securities A/S (VP)	VPD	11:00 CET

(2) If a Participant fails to assign the securities due from an auction transaction within the performance period agreed upon, he shall be in default without advanced warning. Upon the beginning of default, Eurex Clearing AG is entitled to refuse the assignment of the securities due without providing a reason. Eurex Clearing AG is entitled to receive payment from the defaulting Participant in the amount of 0.04 % of the stock market price or market value of the securities due at the moment of the default's beginning, however, no less than EUR 1,000.00 00 respectively AUD 2,000.00 respectively CAD 1,600.00 respectively CHF 1,500.00 respectively DKK 7,500.00 respectively GBP 900.00 respectively JPY 120,000.00 respectively NOK 8,200.00 respectively SEK 11,000.00 respectively USD 1,400.00. In case of auction transactions regarding fixed income securities, Eurex Clearing AG is merely entitled to receive from the defaulting Participant payment of the minimum amounts as set forth above.

(3) In case of a Participant's default, Eurex Clearing AG may declare another Participant, whose bid in the auction procedure was closest in price to the defaulting Participant's bid, to accept his offer subject to his approval. The Participant is obliged to assign the securities due contemporaneously without undue delay, at the latest until 13.00 h Central European Time (CET) on the business day following the auction date, to Eurex Clearing AG's securities portfolio account at the Custodian who has been determined by Eurex Clearing AG for the assignment of these securities in their Clearing Conditions. Besides, paragraphs 1 and 2 shall apply accordingly.

[...]