Chapter VIII of the Clearing Conditions of Eurex Clearing AG

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

As of 13.12.2021

Preamble

This Chapter VIII forms an integral part of the Clearing Conditions of Eurex Clearing AG and respective references in other rules or documents to the Clearing Conditions shall also apply to this Chapter VIII.

Chapter I together with this Chapter VIII and all references to other Chapters or Annexes of the Clearing Conditions shall apply to (i) all Clearing Members with a respective Clearing License as well as (ii) Basic Clearing Members with a respective Basic Clearing Member Clearing License and their Clearing Agents (in each case, if applicable).

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

Content **Page**

Part 1	**General Provisions**	**9**
1.1	Clearing License	10
1.1.1	Granting of the Clearing License	10
1.1.2	Prerequisites of the Clearing License	10
1.2	Conclusion of Transactions	11
1.2.1	Novation of Original OTC Transactions	11
1.2.2	Legal Effectiveness of the Novation	14
1.2.3	Novation Criteria	14
1.2.4	Special Provisions with respect to the Conclusion of CCP Transactions	20
1.2.5	Daily Novation Process	21
1.2.6	Specific Provisions with respect to the Novation of CCP Transactions resulting out of Post-Trade Events	22
1.2.7	Specific Provisions with respect to the Novation of CCP Transactions resulting out of a CCP Portfolio Switch	23
1.3	Transaction Accounts	24
1.4	Tax Gross-up Obligations of Clearing Members and Basic Clearing Members	24
1.5	Emergency Resolutions	24
1.6	US Reporting for Original OTC Transactions (via non-SEF ATS)	25
1.7	Certain Definitions	26
1.8	Index-related Provisions	29
1.8.1	Index Correction	29
1.8.2	Permanent Index Cessation	30
1.8.3	Temporary Index Non-Publication	34
1.8.4	Conversion of CCP Transactions in anticipation of an permanent index cessation	35
1.9	Copyright Notices and Disclaimers of Third Parties	37
1.9.1	ISDA Copyright Notice	37
1.9.2	SARON-related Copyright Notice and Disclaimer	37
1.9.3	SONIA-related Copyright Notice and Disclaimer	37
1.9.4	WM/Refinitiv-related Copyright Notice and Disclaimer	37
1.9.5	ICE LIBOR-related Copyright Notice	38
1.10	Rounding	38
1.10.1	Rounding of Percentages	38

1.10.2 Rounding of Amounts 38
1.11 Currency Succession 38

Part 2 Clearing of OTC Interest Rate Derivative Transactions 40
2.1 General Provisions 40
2.1.1 Applicable General Provisions 40
2.1.2 Types of Transactions eligible for the Clearing; Additional Terms 40
2.1.3 Interest Rate Derivative Clearing License 40
2.1.4 CTM Interest Rate Derivative Transactions and STM Interest Rate Derivative Transactions 41
2.1.5 Novation Criteria and Process Regarding OTC Interest Rate Derivative Transactions 44
2.1.6 Daily Evaluation Price and Discounting of Future Cashflows 59
2.1.7 Margin Requirements 59
2.1.8 Default Fund 62
2.1.9 Calculation Agent 62
2.2 Product-related terms for OTC Interest Rate Derivative Transactions 63
2.2.1 Payment obligations 63
2.2.2 References to Market Standard Documentation 67
2.2.3 Calculation of a Fixed Amount 67
2.2.4 Calculation of a Floating Amount 68
2.2.5 Rates for calculating the Floating Amount 69
2.2.6 Day Count Fraction Conventions 78
2.2.7 OIS Rate Calculation 79
2.3 Further provisions for OTC Interest Rate Derivative Transactions 79
2.4 [Intentionally left blank] 79
2.5 Interest Rate Derivatives Multilateral Compression 79
2.5.1 Interest Rate Derivatives Compression Run 80
2.5.2 Acceptance of Interest Rate Derivatives Compression Proposal 81
2.6 Trade Netting and Accumulation 82
2.6.1 Inclusion of OTC Interest Rate Derivative Transactions in the Netting and Accumulation Process 83
2.6.2 Netting and Accumulation Procedure 84
2.7 Transfer of OTC Interest Rate Derivative Transactions, Account Transfer and Trade Amendment 85
2.7.1 Transfer of an OTC Interest Rate Derivative Transaction to another Clearing Member, Basic Clearing Member or FCM Clearing Member 86
2.7.2 Account Management or Account Transfers 87
2.7.3 Trade Amendment 88
2.8 Early Termination 88

2.8.1 Conversion of DC-Related Transactions into Own Transactions 89
2.8.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions 89
2.9 Use of Data provided by Eurex Clearing AG 90

Part 3 Clearing of OTC FX Transactions 91
3.1 General Provisions 91
3.1.1 Applicable General Provisions 91
3.1.2 Determination of Transactions to be included in the Clearing; Additional Terms 91
3.1.3 OTC Currency Products Clearing License 91
3.1.4 CTM FX Transactions and STM FX Transactions 93
3.1.5 Novation Criteria and Process Regarding OTC FX Transactions 95
3.1.6 Daily Evaluation Price and Discounting of Future Cashflows 98
3.1.7 Margin Requirements 99
3.1.8 Default Fund 101
3.1.9 Determination of payments on net basis and effectiveness of underlying netting 101
3.2 Product-related terms for OTC FX Transactions 102
3.2.1 Payment obligations 102
3.2.2 Discharge of payment obligations through CLS CCP Service; Finality 113
3.3 Pay-Out Limits; Pay-Out Limit Breach Contractual Penalty 116
3.4 Failure to Pay with respect to an OTC Currency Transaction 119
3.4.1 Failure to Pay Relevant Prefunding Amount 119
3.4.2 Failure to Pay Relevant FX/XCCY Payment or Loss Shortage Amount 120
3.4.3 Consequences of an FX/XCCY Failure to Pay 120
3.4.4 Late Payment 129
3.5 Loss with respect to OTC Currency Transactions 130
3.5.1 Loss with respect to Prefunding Amounts and Late Payment Amounts 130
3.5.2 Loss with respect to Corresponding Pay-in Amounts 131
3.5.3 Definitions 132
3.6 Step-In Process and Roll-Over in the case of a Termination 133
3.7 Trade Netting and Accumulation 133
3.7.1 Inclusion of OTC FX Transactions in the Netting and Accumulation Process 134
3.7.2 Netting and Accumulation Procedure 134
3.8 Transfer of OTC FX Transactions, Account Transfer and Trade Amendment 134
3.8.1 Transfer of an OTC FX Transaction to another Clearing Member 136
3.8.2 Account Management or Account Transfers 136
3.8.3 Trade Amendment 137
3.9 Early Termination 137

3.9.1 Conversion of DC-Related Transactions into Own Transactions 138
3.9.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions 138
3.10 Specific Provisions relating to a Porting of Assets and Positions 139
3.11 Acknowledgements by Clearing Members 140
3.12 Indemnity by Clearing Members 141
3.13 Use and Disclosure of Data 142
3.13.1 Use of data provided by Eurex Clearing AG 142
3.13.2 Consent to disclose data to CLS Bank 142
3.14 Limitation of liability 142
3.15 Testing and trialling 142
3.16 Suspension of Clearing 143
3.17 CLS Nostro Bank 143

Part 4 Clearing of OTC XCCY Transactions 144
4.1 General Provisions 144
4.1.1 Applicable General Provisions 144
4.1.2 Determination of Transactions to be included in the Clearing; Additional Terms 144
4.1.3 Additional Requirements for an OTC Currency Product Clearing License to clear OTC XCCY Transactions 144
4.1.4 CTM XCCY Transactions and STM XCCY Transactions 144
4.1.5 Novation Criteria and Process Regarding OTC XCCY Transactions 146
4.1.6 Daily Evaluation Price and Discounting of Future Cashflows 155
4.1.7 Margin Requirements 156
4.1.8 Default Fund 158
4.1.9 Determination of payments on net basis and effectiveness of underlying netting 158
4.1.10 Calculation Agent 158
4.2 Product-related terms for OTC XCCY Transactions 159
4.2.1 Payment obligations 159
4.2.2 Discharge of payment obligations through CLS CCP Service 163
4.2.3 References to Market Standard Documentation 163
4.2.4 Calculation of Floating Amounts 164
4.2.5 Rates for calculating the Floating Amounts 165
4.2.6 Calculation of MTM Amount 165
4.2.7 Day Count Fraction Conventions 165
4.2.8 Determination of the Currency Exchange Rate 166
4.3 Further provisions for OTC XCCY Transactions 167
4.4 Pay-Out Limits; Pay-Out Limit Breach Contractual Penalty 168

4.5 Failure to Pay with respect to an OTC XCCY Transaction; Failure to pay a Prefunding Amount 168
4.6 Loss with respect to OTC XCCY Transactions 168
4.7 Step-In Process and Roll-Over in the case of a Termination 168
4.8 Trade Netting and Accumulation 169
4.9 Transfer of OTC XCCY Transactions, Account Transfer and Trade Amendment 169
4.9.1 Transfer of an OTC XCCY Transaction to another Clearing Member 170
4.9.2 Account Management or Account Transfers 170
4.9.3 Trade Amendment 171
4.10 Early Termination 171
4.10.1 Conversion of DC-Related Transactions into Own Transactions 173
4.10.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions 173
4.11 Specific Provisions in relation to a Porting of Assets and Positions 174
4.12 Acknowledgements by Clearing Members 174
4.13 Indemnity by Clearing Members 175
4.14 Use and Disclosure of Data 176
4.14.1 Use of data provided by Eurex Clearing AG 176
4.14.2 Consent to disclose data to CLS Bank 176
4.15 Limitation of liability 176
4.16 Testing and trialling 176
4.17 Suspension of Clearing 176
4.18 CLS Nostro Bank 177

Part 5 Clearing of OTC NDF Transactions 178
5.1 General Provisions 178
5.1.1 Applicable General Provisions 178
5.1.2 Types of Transactions eligible for Clearing; Additional Terms 178
5.1.3 Additional Requirements for an OTC Currency Product Clearing License to clear NDF Transactions 178
5.1.4 CTM NDF Transactions and STM NDF Transactions 179
5.1.5 Novation Criteria and Process Regarding OTC NDF Transactions 181
5.1.6 Daily Evaluation Price and Discounting of Future Cashflows 184
5.1.7 Margin Requirements 184
5.1.8 Default Fund 187
5.1.9 Calculation Agent 187
5.1.10 OTC NDF Business Days 187
5.2 Product-related terms for OTC NDF Transactions 187

5.2.1 Payment obligations; Adjustment of valuations and NDF Settlement Date; Effects of novation 188
5.2.2 Provisions in respect of Price Source Disruption 193
5.2.3 Permanent Settlement Rate Option Discontinuation....194
5.2.4 Unscheduled Holiday and Cumulative Events 196
5.2.5 Currency Replacement and rate correction 196
5.2.6 Termination and cash settlement rights of Eurex Clearing AG in respect of affected NDF Currency Pairs....197
5.2.7 Suspension of Clearing 199
5.2.8 Quotation Disclaimer 199
5.2.9 References to Market Standard OTC Non-Deliverable FX Documentation....199
5.3 Trade Netting and Accumulation....200
5.3.1 Inclusion of OTC NDF Transactions in the Netting and Accumulation Process 201
5.3.2 Netting and Accumulation Procedure....201
5.4 Transfer of OTC NDF Transactions, Account Transfer and Trade Amendment....202
5.4.1 Transfer of an OTC NDF Transaction to another Clearing Member....203
5.4.2 Account Management or Account Transfers....203
5.4.3 Trade Amendment....204
5.5 Early Termination 204
5.5.1 Conversion of DC-Related Transactions into Own Transactions....204
5.5.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions 205
5.6 Use of Data provided by Eurex Clearing AG....205

Part 1 General Provisions

(1) Eurex Clearing AG offers the Clearing and settlement of interest and currency related products traded over-the-counter which are **OTC Interest Rate Derivative Transactions**, (as defined in Part 2 Number 2.1.1), OTC FX Transactions (as defined in Part 3 Number 3.1.1), OTC XCCY Transactions (as defined in Part 4 Number 4.1.1 and together with the OTC FX Transactions, the "**OTC Currency Transactions**") and OTC NDF Transactions (as defined in Part 5 Number 5.1.1), provided that such OTC Interest Rate Derivative Transactions, OTC Currency Transactions and OTC NDF Transactions meet the applicable novation criteria.

(2) In addition to the offering of the Clearing of OTC Interest Rate Derivative Transactions, OTC Currency Transactions and OTC NDF Transactions under this Chapter VIII, Eurex Clearing AG offers the clearing of Interest Rate Derivative Transactions (as defined in Chapter I Number 1.1.5 of the FCM Regulations (as defined in Chapter I Part 1 Number 6)) to FCM Clearing Members (as defined in Chapter I Part 1 Number 6). If an Original OTC Transaction (as defined in Chapter I Part 1 Number 1.2.2) that is an interest rate derivative transaction or an Original Swap Transaction (as defined in Chapter I Number 1.3.3 of the FCM Regulations), in each case concluded between a Clearing Member (or, as relevant, a Basic Clearing Member or a DC With System Access/Basic DC) and an FCM Clearing Member or an FCM Client (as defined in Chapter I Number 1.1.9 of the FCM Regulations) is accepted for inclusion into the clearing procedures of Eurex Clearing AG, an OTC Interest Rate Derivative Transaction between Eurex Clearing AG and the relevant Clearing Member in accordance with the Clearing Conditions (and subject to this Part 1 and Part 2) and an Interest Rate Derivative Transaction with corresponding terms between Eurex Clearing AG and an FCM Clearing Member (subject to and in accordance with the FCM Clearing Conditions) will be created at the same time by way of novation.

(3) In addition to this Chapter VIII, (i) the provisions of Chapter I, including in particular the Elementary Clearing Model Provisions, the ISA Provisions and the Basic Clearing Member Provisions shall apply to the Clearing of OTC Interest Rate Derivative Transactions, (ii) the provisions of Chapter I, including in particular the Elementary Clearing Model Provisions, and the ISA Provisions (but excluding Subpart D of the Elementary Clearing Model Provisions, Number 14 of the ISA Provisions and the Basic Clearing Member Provisions) shall apply to the Clearing of OTC Currency Transactions and (iii) the provisions of Chapter I, including in particular the Elementary Clearing Model Provisions and the ISA Provisions (but excluding the Basic Clearing Member Provisions), shall apply to the Clearing of OTC NDF Transactions, unless – in case of (i) - (iii) – otherwise provided hereinafter.

(4) This Chapter VIII does not apply to the Clearing of (i) Eurex Off-Book Trades as specified in Chapter II Part 4, (ii) OTC Transactions that are Repo Transactions specified in Chapter IV and (iii) OTC Transactions specified in Chapter V Part 1 Number 1.3.

1.1 Clearing License

1.1.1 Granting of the Clearing License

In order to participate in the Clearing of (i) OTC Interest Rate Derivative Transactions, (ii) OTC FX Transactions, (iii) OTC XCCY Transactions and (iv) OTC NDF Transactions, a clearing license for each relevant Transaction Type (as defined in Chapter I Part 1 Number 1.1.2) is required (each an "**OTC Clearing License**"). The OTC Clearing License may be granted by Eurex Clearing AG upon written application. Each OTC Clearing License may be restricted to certain product groups within the scope of a Transaction Type if this is provided for in respect of such OTC Clearing License. Notwithstanding Chapter I Part 1 Number 2.1.1 (4),

(A) an Interest Rate Derivatives Clearing License (as defined in Part 2 Number 2.1.3), as regulated in more detail in the respective Clearing Agreement, will be exclusively issued as a

(i) General Clearing License which entitles its holder to clear Own Transactions and Client-Related Transactions or, in respect of OTC IRS U.S. Clearing Members, Own Transactions; or

(ii) Direct Clearing License which entitles its holder to clear Own Transactions only; or

(iii) Basic Clearing Member Clearing License which entitles its holder to clear Own Transactions; and

(B) an OTC Currency Products Clearing License (as defined in Part 3 Number 3.1.3), as regulated in more detail in the respective Clearing Agreement, will be exclusively issued as a

(i) General Clearing License which entitles its holder to clear Own Transactions, and Client-Related Transactions except for ECM CASS Transactions (as defined in Chapter I Part 2 Subpart D Number 2) or ISA CASS Transactions (as defined in Chapter I Part 4 Number 14); or

(ii) Direct Clearing License which entitles its holder to clear Own Transactions only.

1.1.2 Prerequisites of the Clearing License

The prerequisites for the granting of (i) an Interest Rate Derivatives Clearing License are set out in Part 2 and (ii) an OTC Currency Products Clearing License are set out in Part 3 (in conjunction with Part 4 and Part 5).

In addition, to the extent that the Clearing of the relevant Transaction Type requires access to, or the use of, (a) any information made available by or through any Refinitiv service, any Bloomberg service or any other data source or (b) any market standard documentation, the relevant applicant must have represented to Eurex Clearing AG that (A) it has access to such services or data source (and, where applicable, is appropriately licensed to use such services or data source) and (B) has access to, and holds all relevant licenses to obtain and use, such market standard documentation.

1.2 Conclusion of Transactions

OTC Interest Rate Derivative Transactions, OTC Currency Transactions and OTC NDF Transactions pursuant to this Chapter VIII are concluded by way of novation. The following provisions apply to the novation of an Original OTC Transaction if at least one counterparty of such Original OTC Transaction is a Clearing Member, Basic Clearing Member or a party having designated a Clearing Member for purposes of the Clearing. If an FCM Clearing Member or an FCM Client of an FCM Clearing Member acts as the counterparty of an Original OTC Transaction, for purposes of this Chapter VIII, the term "Original OTC Transaction" means, when used in relation to such FCM Clearing Member, an Original Swap Transaction as defined in Chapter I Number 1.1.1 of the FCM Regulations, and a Swap Transaction (as defined in Chapter I Part 1 Number 6) means either an FCM Own Transaction or an FCM Client Transaction (as defined in Chapter I Number 1.3.2 (2) of the FCM Regulations). The provisions of this Number 1.2 also apply in connection with certain post-trade events, as further specified in Number 1.2.6.

1.2.1 Novation of Original OTC Transactions

(1) For the purposes of including Original OTC Interest Rate Derivative Transactions, Original OTC FX Transactions, Original OTC XCCY Transactions and/or Original OTC NDF Transactions into the Clearing by Eurex Clearing AG, the trade record of the relevant Original OTC Transaction has to be transmitted to Eurex Clearing AG via an ATS.

(2) Whenever the trade record of an Original OTC Transaction, including, as the case may be, a Credit Limit Token (as defined in Sub-Paragraph (b) (ii) below), is transmitted to Eurex Clearing AG via an ATS (such record, including, as the case may be, a Credit Limit Token, hereinafter referred to as a "**Trade Record**"); and

(a) (x) with respect to an OTC Interest Rate Derivative Transaction, the parties to the related Original OTC Transaction are Clearing Members or Basic Clearing Members, each holding the relevant Interest Rate Derivatives Clearing License or an FCM Clearing Member holding an FCM IRS License or (y) with respect to an OTC FX Transaction, an OTC XCCY Transaction or an OTC NDF Transaction, the parties to the related Original OTC Transaction are Clearing Members, each holding the relevant OTC Currency Products Clearing License; or

(b) with respect to (x) an OTC Interest Rate Derivative Transaction, only if any party to the Original OTC Transaction is neither a Clearing Member nor a Basic Clearing Member, in each case holding the relevant Interest Rate Derivatives Clearing License, neither an FCM Clearing Member holding an FCM IRS License nor an FCM Client, and (y) an OTC FX Transaction, an OTC XCCY Transaction or an OTC NDF Transaction, only if any party to the related Original OTC Transaction is not a Clearing Member holding the relevant OTC Currency Products Clearing License; according to such Trade Record, a Clearing Member holding the relevant Interest Rate Derivatives Clearing License or the relevant OTC Currency Products Clearing License, respectively, has been

designated as a Clearing Member for such party with respect to the relevant Original OTC Transaction, and

(i) has accepted in the system of Eurex Clearing AG the Original OTC Transaction for Clearing, or

(ii) outside the system of Eurex Clearing AG and prior to the conclusion of the Original OTC Transaction, such Clearing Member has approved that it will act as a Clearing Member for such party with respect to such Original OTC Transaction and resulting CCP Transactions and clear such transaction, and such approval has been submitted to Eurex Clearing AG via the ATS in the form of a credit limit token ("**Credit Limit Token**") as part of the Trade Record, and

(c) Eurex Clearing AG accepts such Original OTC Transaction for inclusion in the Clearing Procedures by making an OTC Trade Novation Report available to the Clearing Member or, if applicable, the Basic Clearing Member electronically via its system,

CCP Transactions will be concluded

(i) in accordance with Chapter I Part 1 Number 1.2.2 (2), or

(ii) in case of a Basic Clearing Member Transaction, in accordance with Chapter I Part 6 Number 1.3,

in each case as further specified with respect to OTC Interest Rate Derivative Transactions in Part 2, with respect to OTC FX Transactions in Part 3, with respect to OTC XCCY Transactions in Part 4 and with respect to OTC NDF Transactions in Part 5.

If one party to the Original OTC Transaction is an FCM Clearing Member or an FCM Client, the conclusion and content of the relevant Swap Transaction between Eurex Clearing AG and such FCM Clearing Member (or, as applicable, the FCM Clearing Member of such FCM Client) is subject to the provisions of the FCM Regulations.

(3) Any acceptance of the Original OTC Transaction by Eurex Clearing AG for inclusion in the Clearing and the related novation pursuant to Chapter I Part 1 Number 1.2.2 (2) or, in case of a Basic Clearing Member Transaction, Chapter I Part 6 Number 1.3, as applicable, will be subject to the novation criteria pursuant to Number 1.2.3 and will be based on the Trade Record including, as the case may be, the Credit Limit Token, provided by the ATS on behalf of the parties to the Original OTC Transaction. Eurex Clearing AG relies on the accuracy of the data set out in the Trade Record, including, as the case may be, the Credit Limit Token and is neither able nor obliged to verify whether the Trade Record received properly reflects the terms of the Original OTC Transaction entered into by the relevant parties, nor whether the respective Clearing Member – as indicated in the Credit Limit Token submitted to Eurex Clearing AG via the ATS – has actually approved that it will act as a Clearing Member for the respective party with respect to such Original OTC Transaction and any novated CCP Transaction and clear such transactions.

(4) Under the CCP Transactions created upon novation, the relevant Clearing Member or, if applicable, the relevant Basic Clearing Member has, in economic terms, the same economic role (e.g. as floating rate payer or as fixed rate payer, respectively) as such Clearing Member or Basic Clearing Member (in case of Own Transactions), or the relevant DC With System Access/Basic DC (in case of DC-Related Transactions) or Undisclosed Direct Client (in case of UDC-Related Transactions) of the Clearing Member had under the Original OTC Transaction (in the case of STM Interest Rate Derivative Transactions, subject to the amendments pursuant to Part 2 Number 2.1.4 (3), in the case of STM FX Transactions, subject to the amendments pursuant to Part 3 Number 3.1.4 (3), in the case of STM XCCY Transactions, subject to the amendments pursuant to Part 4 Number 4.1.4 (3)) and, in the case of STM NDF Transactions, subject to the amendments pursuant to Part 5 Number 5.1.4 Paragraph (3).

(5) It is the responsibility of the parties to the Original OTC Transaction to agree on a bilateral basis that the Original OTC Transaction shall be cancelled upon novation.

(6) If a CM-Customer Transaction, or any provision thereof, is not valid or not enforceable vis-à-vis the respective customer, this shall not affect the validity and enforceability of the CCP Transaction between Eurex Clearing AG and the relevant Clearing Member.

(7) For the purposes of this Chapter VIII,

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

(b) "**CCP Transaction**" means any OTC Interest Rate Derivative Transaction, OTC FX Transaction, OTC XCCY Transaction or OTC NDF Transaction (i) between Eurex Clearing AG and the relevant Clearing Member created pursuant to Chapter I Part 1 Number 1.2.2 (2) or (ii) between Eurex Clearing AG and the relevant Basic Clearing Member created pursuant to Chapter I Part 6 Number 1.3 (2).

(c) "**CM-Customer Transaction**" means a transaction corresponding to a CCP Transaction and which has been created between the Clearing Member and an Undisclosed Direct Client or DC With System Access/Basic DC of the Clearing Member in accordance with the contractual arrangements between them. A CM-Customer Transaction shall exclusively be subject to the contractual arrangements between the relevant Clearing Member and its Undisclosed Direct Client, DC With System Access/Basic DC, which may refer to these Clearing Conditions.

(d) "**FCM IRS License**" means an Interest Rate Derivatives Clearing License as defined in the FCM Regulations.

(e) "**FCM Own Transaction**" means an Own Transaction as defined in Chapter I Number 1.3.2 (1) of the FCM Regulations.

(f) "**OTC Trade Daily Summary Report**" means a report that lists events occurring after the original novation which will be made available to the Clearing Members or Basic Clearing Members holding an Interest Rate Derivatives Clearing License and/or to the Clearing Members holding an OTC Currency Products Clearing License electronically via Eurex Clearing AG's system on each Business Day. The last OTC Trade Daily Summary Report will be made available at or around 11 p.m. (Frankfurt am Main time).

(g) "**OTC Trade Novation Report**" means a report produced by Eurex Clearing AG on the basis of the Trade Records transmitted via the relevant ATS which specifies the Original OTC Transactions to be novated into the respective CCP Transactions and, if applicable, the respective CM-Customer Transaction(s).

(h) "**STM Transaction**" means any STM Interest Rate Derivative Transaction, STM FX Transaction, STM XCCY Transaction and STM NDF Transaction.

(i) "**STM Interest Rate Derivative Transaction**" means an STM Eligible Interest Rate Derivative Transaction in respect of which an IRS STM Election has been made.

(j) "**STM FX Transaction**" means an STM Eligible FX Transaction in respect of which an FX STM Election has been made.

(k) "**STM XCCY Transaction**" means an STM Eligible XCCY Transaction in respect of which an XCCY STM Election has been made.

(l) "**STM NDF Transaction**" means an STM Eligible NDF Transaction in respect of which an NDF STM Election has been made.

(m) "**Settled-to-Market**" means that the outstanding exposure of (i) an STM Interest Rate Derivative Transaction is settled pursuant to Part 2 Number 2.2.1 (5), (ii) an STM FX Transaction is settled pursuant to Part 3 Number 3.2.1 (4), (iii) an STM XCCY Transaction is settled pursuant to Part 4 Number 4.2.1 (5) or (iv) an STM NDF Transaction is settled pursuant to Part 5 Number 5.2.1 (3), as applicable.

1.2.2 Legal Effectiveness of the Novation

The novation becomes legally effective at the point in time when Eurex Clearing AG accepts the relevant Original OTC Transaction for Clearing by making the relevant OTC Trade Novation Report available to the relevant Clearing Member or, if applicable, to the relevant Basic Clearing Member electronically via Eurex Clearing AG's system.

1.2.3 Novation Criteria

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

1. A Trade Record of the Original OTC Transaction must be transmitted to the system of Eurex Clearing AG via an ATS and the Original OTC Transaction was

   (i) entered into between two parties, each of which is a Clearing Member, a Basic Clearing Member or an FCM Clearing Member as provided for in Number 1.2.1 (2) (a), in each case holding the relevant OTC Clearing License or the relevant FCM IRS License, as applicable, on the basis of the specifications made in such Trade Record, or

   (ii) (a) with respect to any party to the Original OTC Transaction that is neither a Clearing Member, a Basic Clearing Member, an FCM Clearing Member nor an FCM Client, accepted by the relevant Clearing Member(s) holding the relevant OTC Clearing License, as provided for in Number 1.2.1 (2) (b) (i) or Number 1.2.1 (2) (b) (ii), or

   (b) with respect to any party to the Original OTC Transaction that is an FCM Client, accepted by the relevant FCM Clearing Member as provided for in the applicable provisions of the FCM Regulations.

2. The Trade Record must specify in respect of the relevant Original OTC Transaction (i) that it is to be cleared by Eurex Clearing AG as well as (ii) (A) if any party of the Original OTC Transaction is a Clearing Member or Basic Clearing Member which does not hold the relevant OTC Clearing License, the Clearing Member holding the relevant OTC Clearing License selected by such party, (B) if any party of the Original OTC Transaction is a Basic Clearing Member, the Clearing Agent of such Basic Clearing Member or (C) if one party of the Original OTC Transaction is an FCM Client, the relevant FCM Clearing Member holding the relevant FCM IRS License;

3. (i) The Trade Record is transmitted to Eurex Clearing AG in a format which allows Eurex Clearing AG to import the relevant data in its system, as communicated by Eurex Clearing AG to Clearing Members or Basic Clearing Members that hold an OTC Clearing License and (ii) no information required with respect to the terms of the relevant OTC Interest Rate Derivative Transaction, OTC FX Transaction, OTC XCCY Transaction or OTC NDF Transaction as set out in Part 2, Part 3, Part 4 or Part 5, respectively, is missing;

4. No Clearing Member Termination Date has occurred with respect to a Clearing Member and no FCM Clearing Member Termination Time has occurred with respect to an FCM Clearing Member, in each case through which an OTC Transaction or a Swap Transaction resulting from the novation of the Original OTC Transaction is to be cleared;

5. No Basic Clearing Member Termination Date has occurred with respect to a Basic Clearing Member in respect of which the novated Original OTC Transaction is to be cleared;

6. No DC With System Access or Basic DC who is a party to the Original OTC Transaction has been excluded from the Clearing of Original OTC Transactions as set out in this Chapter VIII;

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

8. The Clearing Member(s) and, if applicable, the Basic Clearing Member(s) that shall be a party to the OTC Transaction resulting from the novation of the Original OTC Transaction and, if applicable, the FCM Clearing Member(s) that shall be a party to the Swap Transaction resulting from the novation of the relevant Original OTC Transaction must have delivered Eligible Margin Assets (with respect to an FCM Clearing Member, as defined in the FCM Regulations) to Eurex Clearing AG, in the case of OTC Interest Rate Derivative Transactions, as required pursuant to Chapter I Part 1 Number 3, the Elementary Clearing Model Provisions, the ISA Provisions, the Basic Clearing Member Provisions, and, in the case of Interest Rate Derivative Transactions (as defined in the FCM Regulations), as required pursuant to relevant provisions in the FCM Regulations, and, in the case of OTC FX Transactions, OTC XCCY Transactions and OTC NDF Transactions, as required pursuant to Chapter I Part 1 Number 3, the Elementary Clearing Model Provisions and the ISA Provisions, in each case to cover the calculated risks resulting from all Transactions (or, in respect of an FCM Clearing Member, the Swap Transaction) and the CCP Transaction to be created;

9. The Clearing Member or the Basic Clearing Member, as applicable, must have complied with the scheduled intraday margin calls as further set out below and if applicable:

   (a) If Eurex Clearing AG determines that the aggregate value of the Eligible Margin Assets actually delivered to Eurex Clearing AG by the Clearing Member or the Basic Clearing Member, as relevant, is insufficient to provide the cover required in order to fulfil the margin requirements (as set forth in Part 2 Number 2.1.7, Part 3 Number 3.1.7, Part 4 Number 4.1.7 and Part 5 Number 5.1.7, as applicable) also taking into account all CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7, Part 3 Numbers 3.7 and 3.8, Part 4 Numbers 4.8 and 4.9 and Part 5 Numbers 5.3 and 5.4 (any such shortfall of Eligible Margin Assets, the "**Shortfall Margin Requirement**"), Eurex Clearing AG will require the Clearing Member or the Basic Clearing Member, as the case may be, to provide additional Eligible Margin Assets intra-day in an amount up to the Shortfall Margin Requirement (such amount, the "**Shortfall Margin Amount**") in accordance with the following provisions.

   (b) Eurex Clearing AG shall notify the Clearing Member or Basic Clearing Member, as applicable, of (A) the Transactions arising pursuant to Part 2

Numbers 2.5, 2.6 and 2.7, Part 3 Numbers 3.7 , Part 4 Numbers 4.8 and 4.9 and Part 5 Numbers 5.3 and 5.4 to be covered by the Shortfall Margin Requirement as well as (B) the Shortfall Margin Amount in both the relevant Preliminary OTC Margin Call Report and OTC Margin Call Report.

A "**Preliminary OTC Margin Call Report**" means a preliminary report produced by Eurex Clearing AG and made available at 12:00 noon, 2 p.m. and 6 p.m. (each Frankfurt am Main time) that specifies the CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7, Part 3 Numbers 3.7 and 3.8, Part 4 Numbers 4.8 and 4.9 and Part 5 Numbers 5.3 and 5.4 as well as the Shortfall Margin Amount as calculated by Eurex Clearing AG as per the time when the relevant Preliminary OTC Margin Call Report is made available (the "**Preliminary Shortfall Margin Amount**").

An "**OTC Margin Call Report**" means a report produced by Eurex Clearing AG and made available at 1 p.m., 3 p.m., 7 p.m., and 10:30 p.m. (each Frankfurt am Main time) that specifies (i) the CCP Transactions arising pursuant to Part 2 Numbers 2.5, 2.6 and 2.7, Part 3 Numbers 3.7 and 3.8, Part 4 Numbers 4.8 and 4.9 and Part 5 Numbers 5.3 and 5.4 and (ii) the Final Shortfall Margin Amount.

The "**Final Shortfall Margin Amount**" shall be the lower of the (i) Preliminary Shortfall Margin Amount and (ii) the Shortfall Margin Amount calculated by Eurex Clearing AG as per the time when the relevant OTC Margin Call Report is made available.

(c) Eurex Clearing AG will debit the Final Shortfall Margin Amount set forth in an OTC Margin Call Report in the agreed Clearing Currency from the relevant Currency Products Cash Account of the Clearing Member (as defined in Part 3 Number 3.1.3 (4)), relevant Basic Clearing Member Cash Account or relevant OTC IRS U.S. Clearing Member Cash Account, as relevant, in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. If such Clearing Currency can no longer be settled, Eurex Clearing AG shall convert the Final Shortfall Margin Amount in USD at the exchange rate determined by Eurex Clearing AG (as mentioned in the relevant Preliminary OTC Margin Call Report or OTC Margin Call Report).

(d) The payment made by direct debit of the Final Shortfall Margin Amount determined in the OTC Margin Call Report produced and made available by Eurex Clearing AG at 1 p.m., 3 p.m. and 7 p.m. (each Frankfurt am Main time) shall constitute cover in respect of the Margin to which the margin requirement pursuant to Part 2 Number 2.1.7, Part 3 Number 3.1.7, Part 4 Number 4.1.7 or Part 5 Number 5.1.7, as applicable, relates and accordingly will constitute (i) Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) Margin delivered by the Clearing Member pursuant to the ISA Provisions or (iii) Basic Clearing Member Margin delivered by the

Basic Clearing Member pursuant to the Basic Clearing Member Provisions, if applicable. The payment made by direct debit of the Final Shortfall Margin Amount determined in the OTC Margin Call Report produced and made available by Eurex Clearing AG at 10:30 p.m. (Frankfurt am Main time) shall be treated accordingly and shall constitute cover either in respect of (i) the Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) Margin delivered by the Clearing Member pursuant to the ISA Provisions or (iii) the Basic Clearing Member Margin delivered by the Basic Clearing Member pursuant to the Basic Clearing Member Provisions, if applicable.

(e) Such amount shall be settled in full by the time when the relevant OTC Margin Call Report is published on the relevant Business Day pursuant to Paragraph (c) above.

(f) The margin call pursuant to this Number 1.2.3 (10) applies in addition to the Margin Calls pursuant to Chapter I Part 1 Number 3.3, Part 2 Subpart A Number 4.2, Part 4 Number 6.2 and Part 6 Number 7.3, as applicable;

10. If such Original OTC Transaction is transmitted to the system of Eurex Clearing AG in order to be novated into an OTC Currency Transaction, then the transaction will only be accepted for the inclusion in the Clearing if the pay-in cash flows and the pay-out cash flows in a relevant currency of such transaction do not result in or contribute to a breach of certain thresholds on the two following business days as set out below:

(a) The novation of such Original OTC Transaction (if several Original OTC Transactions shall be subject to a novation, the novation shall occur in the chronological order in which they are transmitted to Eurex Clearing AG) and the resulting payment obligations to be settled (including payment obligations with respect to trade related fees and Variation Margin (calculated on the basis of Forecasted Variation Margin only), but excluding payment obligations with respect to Margin, Settlement Compensation Margin, FX PAI and XCCY PAI) must not result in or contribute to a requirement of the Clearing Member to pay a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2) on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.5.1 (4)) immediately following the date of the novation – assuming, for the purposes of this lit. (a) only, that Part 3 Number 3.2.1 (2) applied and any of these two Business Days were a relevant Settlement Day for the purposes of determining a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2); and

(b) The novation of such Original OTC Transaction must not result in or contribute to (A) the CM USD Pay-Out Total Settlement Amount EX exceeding the USD Pay-Out Limit, (B) the CM USD Pay-Out Total Settlement Amount CUM exceeding the FX Swap Line Maximum Amount for USD or (C) the CM GBP Pay-Out Total Settlement Amount exceeding

the GBP Pay-Out Limit pursuant to Part 3 Number 3.3, in each case on any of the two Relevant Currency Pair Business Days immediately following the date of the novation,

(x) assuming, for the purposes of this lit. (b) only, that Part 3 Number 3.3 applied and any of these two Relevant Currency Pair Business Days were a relevant Settlement Day for the purposes of making the calculations in accordance with Part 3 Number 3.3; and

(y) provided that, for the purposes of this lit. (b) only, references in the defined terms used in Part 3 Number 3.3 to "Market Movement NPV Change Amount" shall be read as references to "Stressed NPV Change Amounts" and, for the purpose of determining the TAG CM USD Pay-Out Verification Total Settlement Amount CUM, the Stressed NPV Change Amount shall be taken into account instead of the Market Movement NPV Change Amount.

"**Stressed NPV Change Amount**" means any Stressed VM Amount and Stressed STM Amount.

"**Stressed VM Amount**" means an amount in USD determined by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) in accordance with the general margin framework of Eurex Clearing AG and equal to the market risk component of the Initial Margin (as defined in Chapter I Part 1 Number 3.1.8) with respect to each Transaction Accounts Group or ISA Transaction Accounts Group of a Clearing Member to which CTM Currency Transactions of such Clearing Member relate, reflecting the theoretical Variation Margin magnitude in such CTM Currency Transactions in case of a large market move within a one-business-day time window.

"**Stressed STM Amount**" means an amount in USD determined by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) in accordance with the general margin framework of Eurex Clearing AG and equal to the market risk component of the Initial Margin (as defined in Chapter I Part 1 Number 3.1.8) with respect to each Transaction Accounts Group or ISA Transaction Accounts Group of a Clearing Member to which STM Currency Transactions of such Clearing Member relate, reflecting the theoretical Currency STM Amounts magnitude in such STM Currency Transactions in case of a large market move within a one-business-day time window.

11. If it is specified in a form satisfactory to Eurex Clearing AG in the Trade Record of an Original OTC Transaction that the Original OTC Transaction shall be understood as a transaction to allocate a prior bunched order CCP Transaction and this Original OTC Transaction is not submitted to Eurex Clearing AG by the ATS that has also submitted the Original OTC Transaction that formed the basis for the bunched order CCP Transaction, the corresponding bunched order CCP Transaction must already exist and the notional value of the bunched order CCP Transaction must be greater or equal to the notional value of such allocating Original OTC Transaction; and

12. All applicable additional novation criteria set forth in Part 2, Part 3, Part 4 and Part 5 (as applicable) (and, if one of the transactions that shall result from the novation of the Original OTC Transaction is a Swap Transaction, the applicable novation criteria pursuant to the FCM Regulations) are fulfilled.

(2) If a novation criterion is not fulfilled but the relevant OTC Trade Novation Report has nevertheless been made available via the system of Eurex Clearing AG and, accordingly, novation is effective, Eurex Clearing AG is entitled to terminate the CCP Transactions by notifying (a) the relevant Clearing Member(s) and the relevant Basic Clearing Member(s) in writing (including by fax or e-mail) provided that the CCP Transaction(s) created upon novation of the Original OTC Transaction were not subject to (i) any netting or accumulation pursuant to Part 2 Number 2.6, Part 3 Number 3.7, Part 4 Number 4.8 or Part 5 Number 5.3 or (ii) a transfer pursuant to Part 2 Number 2.7, Part 3 Number 3.8, Part 4 Number 4.9 or Part 5 Number 5.4 or (iii) a trade amendment pursuant to Part 2 Number 2.7, Part 3 Number 3.8, Part 4 Number 4.9 or Part 5 Number 5.4 and, (b) if a Swap Transaction was created upon novation of the Original OTC Transaction, the relevant FCM Clearing Member(s), provided that such Swap Transaction was not subject to any netting, accumulation, transfer or trade amendment pursuant to the FCM Regulations.

It is the responsibility of the relevant parties to agree on a bilateral basis whether and to what extent, as a result of the termination of the relevant CCP Transaction, any CM-Customer Transaction shall be terminated and the Original OTC Transaction shall be re-instated in accordance with its original terms.

1.2.4 Special Provisions with respect to the Conclusion of CCP Transactions

(1) If (A) in the case of OTC Interest Rate Derivative Transactions, the Clearing Member or, if applicable, the Basic Clearing Member holds an Interest Rate Derivatives Clearing License or (B) in the case of OTC Currency Transactions or OTC NDF Transactions, the Clearing Member holds an OTC Currency Products Clearing License, the Clearing Member or, if applicable, the Basic Clearing Member (i) authorises Eurex Clearing AG to capture and maintain records vis-à-vis the respective ATS, and (ii) confirms that it has appointed the relevant ATS to receive trade communications and generate and send trade communications to Eurex Clearing AG for the Clearing Member or, if applicable, the Basic Clearing Member. Eurex Clearing AG may rely on such trade communications.

(2) The Clearing Member or the Basic Clearing Member, as the case may be, agrees that upon acceptance of an Original OTC Transaction for inclusion in the Clearing by Eurex Clearing AG based on a Trade Record of an Original OTC Transaction (including, as the case may be, a Credit Limit Token) submitted by the ATS to Eurex Clearing AG on behalf of the Clearing Member or the Basic Clearing Member pursuant to Number 1.2.1, a Transaction will be concluded between Eurex Clearing AG and the Clearing Member on terms based on the Trade Record pursuant to Number 1.2.1 in conjunction with Number 1.2.2 (2) of the General Clearing Provisions or between Eurex Clearing AG and the Basic Clearing Member on terms based on the Trade Record pursuant to Number 1.2.1 in conjunction with Number 1.3 (2) of the Basic Clearing Member Provisions. The Clearing Member or

the Basic Clearing Member, as the case may be, agrees to be legally bound by each such Transaction and acknowledges that no further specific agreement to be legally bound shall be required to be given by the Clearing Member or the Basic Clearing Member, as the case may be, at the time of the conclusion of such Transaction.

Each Clearing Member and Basic Clearing Member acknowledges that if a Swap Transaction shall result from the novation of the Original OTC Transaction, Eurex Clearing AG will determine its acceptance of the Original OTC Transaction for inclusion in the Clearing for the relevant Clearing Member or Basic Clearing Member in conjunction with its determination whether to accept the Original OTC Transaction for inclusion in the clearing for the relevant FCM Clearing Member pursuant to the FCM Regulations.

(3) The Clearing Member and the Basic Clearing Member should check without undue delay all notices and reports received from Eurex Clearing AG with regard to the correct conclusion of Transactions and inform Eurex Clearing AG of any mistakes, errors, omissions, deviations or irregularities in such notice or report in accordance with Chapter I Part 1 Number 4.6.

(4) The Clearing Member and the Basic Clearing Member acknowledge that Eurex Clearing AG does not assume any liability vis-à-vis them

(i) in respect of inaccuracies in the Trade Record submitted to Eurex Clearing AG, or

(ii) if the Trade Record has not been initiated by the DC With System Access/Basic DC, or

(iii) if the respective Clearing Member has not approved outside the system of Eurex Clearing AG and prior to the conclusion of the Original OTC Transaction that it will act as a Clearing Member for such party with respect to such Original OTC Transaction and any novated CCP Transaction and clear such transaction, as indicated in the Credit Limit Token, or

(iv) if the Credit Limit Token was created incorrect or incomplete or should not have been created.

1.2.5 Daily Novation Process

(1) The novation and clearing process will be carried out on each Business Day ("**Daily Novation**") for each Original OTC Transaction which has been submitted to Eurex Clearing AG via an ATS and which fulfils the applicable novation criteria. The novation process will be performed pursuant to the following paragraphs.

(2) Original OTC Transactions that are to be included in the Clearing by way of Daily Novation may be submitted to Eurex Clearing AG at any point in time. On each Business Day between 8:00 a.m. (Frankfurt am Main time) and 9:59 p.m. (Frankfurt am Main time) Eurex Clearing AG processes and accepts or rejects Original OTC Transactions submitted to it for Clearing as quickly as technologically practicable, using automated systems. Original OTC Transactions which are submitted to Eurex

Clearing AG at any other time will be processed and accepted or rejected at the beginning of the next Business Day. Original OTC Transactions submitted to Eurex Clearing AG at 10:00 p.m. (Frankfurt am Main time) may be processed and accepted or rejected on that or the next Business Day.

Original OTC Transactions which (i) have a minimum remaining term of one Business Day between the day of submission and the settlement of the near leg or the termination date or valuation date, as applicable, and (ii) are not included in the Daily Novation on the Business Day on which they were submitted to Eurex Clearing AG via an ATS will be rejected for Clearing.

(3) As a result of the novation process, all Original OTC Transactions which fulfil all novation criteria will be accepted for Clearing and all Original OTC Transactions which do not fulfil all novation criteria, including the requirement to provide sufficient Eligible Margin Assets in time according to Part 1 Number 1.2.3 (1) Clause 8, will be rejected.

(4) If an Original OTC Transaction has been accepted for Clearing, an OTC Trade Novation Report will be made available to the relevant Clearing Member or to the relevant Basic Clearing Member electronically via Eurex Clearing AG's system. The last OTC Trade Novation Report will be made available at or around 11:00 p.m. (Frankfurt am Main time). Such last OTC Trade Novation Report summarizes all novations of the respective Business Day.

(5) Upon rejection of an Original OTC Transaction for Clearing, Eurex Clearing AG will inform the respective Clearing Member of such non-acceptance as quickly as technologically practicable.

(6) A Clearing Member, a DC With System Access or a Basic Clearing Member may subsequently cancel the submission with respect to any CCP Transaction intended to be transferred pursuant to Part 2 Number 2.7, Part 3 Number 3.8, Part 4 Number 4.9 or Part 5 Number 5.4 or to be terminated pursuant to Part 2 Number 2.8, Part 3 Number 3.9, Part 4 Number 4.10 or Part 5 Number 5.5, provided that (i) the cancellation request is entered by the Clearing Member, the DC With System Access or the Basic Clearing Member into the system of, and received by, Eurex Clearing AG, and (ii) each of the responsible Clearing Member, in case the request is entered by a DC With System Access and the other Clearing Member, Basic Clearing Member or FCM Clearing Member that is involved in such transfer or termination has given its prior consent in the system of Eurex Clearing AG to such cancellation.

1.2.6 Specific Provisions with respect to the Novation of CCP Transactions resulting out of Post-Trade Events

(1) Number 1.2 shall apply *mutatis mutandis* to the novation in connection with post-trade events pursuant to Part 2 Number 2.6 – 2.8 (in addition to the respective requirements set out therein), pursuant to Part 3 Number 3.7 – 3.9 (in addition to the respective requirements set out therein), pursuant to Part 4 Number 4.8 – 4.10 (in addition to the respective requirements set out therein) or pursuant to Part 5

Number 5.3 – 5.5 (in addition to the respective requirements set out therein), in each case (i) if a CCP Transaction shall be subject to such novation or shall result from such novation and (ii) unless explicitly stated otherwise.

(2) If a post-trade event pursuant to Part 2 Number 2.6 or 2.7, Part 3 Number 3.7 or 3.8, Part 4 Number 4.8 or 4.9 or Part 5 Number 5.3 or 5.4 would lead to a novation resulting in a CCP Transaction, and all novation criteria are fulfilled except for the requirement to provide sufficient Eligible Margin Assets, the submission for novation will be pending and will remain included in the daily novation process until the end of the relevant Business Day, provided that if, prior to the end of such Business Day, further Eligible Margin Assets are provided, novations reflecting such Eligible Margin Assets will occur and at the time and in the order determined by Eurex Clearing AG's systems. At the end of each Business Day, all submissions for novations that are still pending and do not fulfil all novation criteria, including the requirement to provide sufficient Eligible Margin Assets, will be rejected. For the avoidance of doubt, this shall mean that the relevant CCP Transactions existing prior to such intended post-trade event will remain in place and no novation pursuant to the relevant post-trade event will take place.

1.2.7 Specific Provisions with respect to the Novation of CCP Transactions resulting out of a CCP Portfolio Switch

(1) A Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) may, by giving notice to Eurex Clearing AG, request for a novation of a certain set of Original OTC Transactions on portfolio level to support a transfer of transactions from another central counterparty to Eurex Clearing AG. The Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) needs to provide a list of the transactions forming a portfolio (an "**Original OTC Transactions Switch Portfolio**"). Each request shall be supplemented by a corresponding request of the Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member) which will be Eurex Clearing AG's counterparty for the mirroring CCP Transactions (or Swap Transactions, as the case may be) as of the novation. Eurex Clearing may accept the request(s) by notifying the Clearing Member(s) and/or or Basic Clearing Member(s) (or Clearing Agent(s) acting on behalf of the Basic Clearing Member(s)) accordingly.

(2) If the CCP Transactions resulting from an Original OTC Transactions Switch Portfolio will be DC-Related Transactions relating to a Disclosed Direct Client to which the respective Clearing Member has transferred the Post-Trade Management with respect to all DC-Related Transactions, the Clearing Member hereby authorizes such Disclosed Direct Client to issue all requests and information and to receive all communication by Eurex Clearing AG under this Number 1.2.6.

(3) In deviation from Number 1.2.2, the legal effectiveness of the novation of CCP Transactions resulting from an Original OTC Transactions Switch Portfolio will be subject to the following additional condition precedent (*aufschiebende Bedingung*) that all relevant OTC Trade Novation Reports relating to all CCP Transactions resulting from an Original OTC Transactions Switch Portfolio have been made

available to the relevant Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member). Eurex Clearing AG may, by giving notice thereof (under explicit reference to this provision) to the relevant Clearing Member or Basic Clearing Member (or Clearing Agent acting on behalf of the Basic Clearing Member), waive the condition in respect of a certain CCP Transaction or a certain subset of such CCP Transactions (in which case only this/these CCP Transaction(s) included in the notice shall become legally effective, and the CCP Transaction(s) not included in the notice remain pending).

1.3 Transaction Accounts

(1) With regard to the accounts of the Clearing Member or the Basic Clearing Member Chapter I Part 1 Number 4 together with Part 2 Subpart B Number 2, Subpart C Number 2 or Part 4 Number 3.1, or, in the case of a Basic Clearing Member, together with Chapter I Part 6 Number 5 apply in addition to the following provisions.

(2) In deviation from Chapter I Part 1 Number 4 together with Part 2 Subpart B Number 2, Subpart C Number 2, Part 4 Number 3.1 and Part 6 Number 5, Eurex Clearing AG opens and maintains with respect to each Clearing Member the following transaction accounts in which the Transactions of the Clearing Member to be cleared have to be booked:

(a) with respect to UDC-Related Transactions: upon request, additional Customer Accounts; and

(b) with respect to DC-Related Transactions: upon request, additional Indirect Client Accounts.

1.4 Tax Gross-up Obligations of Clearing Members and Basic Clearing Members

If a Clearing Member or a Basic Clearing Member is obliged by law to deduct or withhold a tax amount or other fiscal charge from a payment which it has to make, it shall pay to Eurex Clearing AG such additional amounts as are necessary to ensure that Eurex Clearing AG receives the full amount to which it would have been entitled at the time of such payment if no deduction or withholding were required. If a Clearing Member or a Basic Clearing Member is obliged to pay such additional amounts pursuant to Sentence 1, the Clearing Member or Basic Clearing Member shall not be entitled to terminate a CCP Transaction due to such obligation.

1.5 Emergency Resolutions

(1) The Executive Board of Eurex Clearing AG may adopt a resolution in response to Extraordinary Market Conditions (as defined in Chapter I Part 1 Number 17.3.1 (2)) ("**Emergency Resolution**") which shall supersede and supplant all resolutions or provisions of this Chapter VIII that are contrary to or inconsistent with the Emergency Resolution, except for this provision. In urgent matters such decision may also be taken by a senior officer generally appointed by the Executive Board of Eurex Clearing AG for such purposes, if the decision by such officer is afterwards approved by the Executive Board of Eurex Clearing AG.

(2) Except as otherwise determined in an Emergency Resolution or in connection with a corresponding action due to Extraordinary Market Conditions, the powers exercised by Eurex Clearing AG under this Number 1.5 shall be in addition to and not in derogation of the powers granted to Eurex Clearing AG elsewhere in these Clearing Conditions.

(3) Eurex Clearing AG will consult with the EMIR Risk Committee before any Emergency Resolution is adopted if such prior consultation is possible taking account of the circumstances of the relevant case and in accordance with the principle of good faith and if this would not constitute a breach of law or of requirements set out in an order of a court of competent jurisdiction or stipulated by a competent governmental, quasi-governmental, or regulatory body. Otherwise, the EMIR Risk Committee will be consulted after the Emergency Resolution was adopted. In this case, a decision of the Executive Board of Eurex Clearing AG or the designated Member(s) of the Executive Board of Eurex Clearing AG has to be obtained before an Emergency Resolution will be implemented and the decision may not be taken by a senior officer generally appointed by the Executive Board of Eurex Clearing AG.

1.6 US Reporting for Original OTC Transactions (via non-SEF ATS)

(1) The relevant Clearing Member or Basic Clearing Member having a reporting obligation under Part 45 of the CFTC Regulations acknowledges that Eurex Clearing AG shall, as required under Part 45 of the CFTC Regulations, report to an Approved SDR the details of the Clearing Member's or Basic Clearing Member's Own Transactions and the details of Client-Related Transactions for the Client Transaction Accounts, along with any settlement, modification or termination of such Original OTC Transactions, and, to the extent further required under applicable law, to one or more other trade repositories.

(2) Such Clearing Member must advise its clients of Eurex Clearing AG's list of Approved SDRs, and that Eurex Clearing AG will only report details of Client-Related Transactions to an Approved SDR.

(3) If the relevant Clearing Member or Basic Clearing Member having a reporting obligation under Part 45 of the CFTC Regulations transmits a Trade Record that contains an Original OTC Transaction via an ATS which is not a SEF, the relevant Clearing Member or Basic Clearing Member must provide Eurex Clearing AG with the unique swap identifier (as that term is used in Part 45 of the CFTC Regulations) for each Original OTC Transaction submitted to Eurex Clearing AG by or on behalf of the Clearing Member, along with the legal entity identifier (as that term is used in Part 45 of the CFTC Regulations) for the swap data repository to which the Original OTC Transaction was reported, when the Original OTC Transaction is submitted or immediately thereafter. The Clearing Member or Basic Clearing Member acknowledges that it must provide such information to Eurex Clearing AG so that Eurex Clearing AG may report the termination of the Original OTC Transaction to the relevant swap data repository on a timely basis, in accordance with its obligations under Part 45 of the CFTC Regulations. The relevant Clearing Member or Basic

Clearing Member has to ensure that the Original OTC Transaction is legally effectively terminated upon novation.

1.7 Certain Definitions

In this Chapter VIII:

(1) "**Approved SDR**" means any swap data repository approved from time to time by Eurex Clearing AG for the submission of swap data relating to the novation of Original OTC Transactions.

(2) "**Bloomberg Screen**" means, when used in connection with any designated page and any floating rate index (Floating Rate Option), the display page so designated on the Bloomberg service, or any successor display page that has been officially designated by the sponsor of the original page or, if the sponsor has not officially designated a successor display page, the successor display page designated by the relevant information vendor or provider (if different from the sponsor).

(3) "**Calculation Agent**" means Eurex Clearing AG.

(4) "**CFTC Regulations**" means the rules, regulations and orders promulgated by the US Commodity Futures Trading Commission ("**CFTC**") published as Title 17 of the US Code of Federal Regulations.

(5) "**ISDA**" means the International Swaps and Derivatives Association, Inc.

(6) "**Refinitiv Screen**" means, when used in connection with any designated page and any floating rate index (Floating Rate Option), the display page so designated on the Refinitiv service, or any successor display page that has been officially designated by the sponsor of the original page or, if the sponsor has not officially designated a successor display page, the successor display page designated by the relevant information vendor or provider (if different from the sponsor).

(7) "**SEF**" means trading facilities that operate under the regulatory oversight of the CFTC.

(8) "**LIBOR**" means the London Interbank Offered Rate(s).

(9) "**2006 ISDA Definitions**" shall mean the 2006 Definitions published by ISDA, as amended and supplemented from time to time. "**2000 ISDA Definitions**" shall mean the 2000 Definitions published by ISDA, as amended and supplemented from time to time. "**2021 ISDA Definitions**" shall mean the 2021 ISDA Interest Rate Derivatives Definitions published by ISDA, as amended and supplemented from time to time.

(10) "**Business Day**" means

(i) a day on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in the place(s) specified for that purpose in the OTC Trade Novation Report or in this Chapter VIII; and

(ii) a day specified for that purpose in the OTC Trade Novation Report, which may be by reference to a TARGET Settlement Day, to any of the defined terms set out in Section 2.1.6-2.1.8 of the 2021 ISDA Definitions ("**New York Fed Business Days**", "**NYSE Business Day**", "**U.S. Government Securities Business Day**") or otherwise; and

(iii) if place(s) and days, or such terms, are not specified, a Currency Business Day.

(11) "**Currency Business Day**" means a day:

(i) on which commercial banks and foreign exchange markets are open for general business (including settling payments and dealings in foreign exchange and foreign currency deposits) in the same currency as the payment obligation that is payable on or calculated by reference to that date in the financial center(s) indicated for that currency in the Currency/Business Day Matrix or, if none is specified, the principal financial center of that currency;

(ii) that is a TARGET Settlement Day, if the currency of the payment obligation that is payable on or calculated by reference to that date is EUR; or

(iii) that is a Currency Business Day determined in accordance with paragraph (i) or (ii) above, as the case may be, in respect of each relevant currency, where the payment obligations that are payable on or calculated under the same transaction or in the same context by reference to that date are denominated in different currencies.

(12) The "**Currency/Business Day Matrix**" shall be the following matrix:

Currency	**Defined Term**	**Definition: The lawful currency of:**	**Financial Center(s)**	**Currency specific provision/ rounding of amounts**
Swiss Franc	CHF	Switzerland	Zurich	
Danish Krone	DKK	The Kingdom of Denmark	Copenhagen	
Euro	EUR	The member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time	TARGET Settlement Day	

Currency	Defined Term	Definition: The lawful currency of:	Financial Center(s)	Currency specific provision/ rounding of amounts
Sterling	GBP	The United Kingdom	London	
Japanese Yen	JPY	Japan	Tokyo	Tokyo and London will be the financial centers, if the currency is JPY and either (i) the payment obligation is calculated by reference to any LIBOR Floating Rate Option or (ii) the payment obligations of the other party to the CCP Transaction are payable in JPY and are calculated by reference to any LIBOR Floating Rate Option. Rounding: To the next lower whole (including for one half JPY)
Norwegian Krone	NOK	The Kingdom of Norway	Oslo	
Polish Zloty	PLN	The Republic of Poland	Warsaw	
Swedish Krona	SEK	The Kingdom of Sweden	Stockholm	
U.S. Dollar	USD	The United States of America	New York	

(13) "**TARGET Settlement Day**" means any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer system) (or any successor transfer system) is open for the settlement of payments in EUR. References in the OTC Trade Novation Report to "TARGET" in respect of any day shall be construed as references to a TARGET Settlement Day.

(14) "**Effective Date**" means, with respect to a CCP Transaction, the date specified as such in the OTC Trade Novation Report, which could also be a date prior to the novation date of the CCP Transaction.

1.8 Index-related Provisions

If under this Chapter VIII (or under any transaction to which this Chapter VIII is applicable) a rate is to be determined by reference to an index, benchmark, a screen or page displaying an index or benchmark, or any other price source that is referred to under a CCP Transaction (in particular as part of the floating rate), the following provisions shall apply, unless provided otherwise. For the avoidance of doubt, these provisions shall also apply to any Sucessor Index determined in accordance with these provisions.

1.8.1 Index Correction

(1) Subject to any overriding provisions (as for HICPxT, FRCPIx and UK RPI in Number 2.2.5), for the purpose of determining the index level for a specific point in time (the "**Relevant Index Level**"), the Relevant Index Level will be subject to corrections (each an "**Index Correction**"), if any, to that information that are subsequently (i) published by the Index Administrator and/or (ii) provided by the Index Administrator to, and published by, authorised distributors of the Relevant Index Level, as applicable, in each case,

(i) within the longer of one hour and the period for corrections specified by the Index Administrator in the benchmark methodology at the relevant time (it being understood that this correction time period shall commence at the time the Relevant Index Level is first displayed), and

(ii) in any case latest until 8:30 p.m. (Frankfurt am Main time) on the day on which Eurex Clearing firstly uses the Relevant Index Level as part of any calculation or determination.

"**Index Administrator**" shall mean

(i) in respect of a Floating Rate Option for which an "Index Administrator" is included in the Floating Rate Matrix for the relevant Underlying Benchmark, the administrator specified in the Floating Rate Matrix for such Floating Rate Option; and

(ii) in respect of any other benchmark, the administrator for that rate or benchmark, or, if there is no administrator, the provider of that rate or benchmark; or

in either case, any successor administrator, or, as applicable, any successor administrator or provider.

(2) For the avoidance of doubt, if an Index Correction has taken place, Eurex Clearing AG shall automatically reperform any calculations which have been originally based on an index level before the Index Correction. If any payments took place on the basis of a Relevant Index Level before an Index Correction, the Clearing Member or

Basic Clearing Member which has received an excess payment is obliged to repay any excess to Eurex Clearing AG, and Eurex Clearing AG will make a payment to compensate for an underpayment to the respective Clearing Member or Basic Clearing Member.

1.8.2 Permanent Index Cessation

(1) A "**Permanent Index Cessation Event**" means, with respect to the relevant index, the occurrence of one or more of the following events:

(a) a public statement or publication of information by or on behalf of the Index Administrator that it has ceased or will cease to provide values for the index permanently or indefinitely, provided that at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide values for the index,

(b) the following events:

(aa) a public statement or publication of information by the regulatory supervisor for the Index Administrator, the central bank for the currency of the relevant index, an insolvency official with jurisdiction over the Index Administrator, a resolution authority with jurisdiction over the Index Administrator or a court or an entity with similar insolvency or resolution authority over the Index Administrator, which states that the Index Administrator has ceased or will cease to provide values for the index permanently or indefinitely, provided that at the time of the publication, there is no successor administrator or provider that will continue to provide values for the index,

(bb) in respect of a LIBOR index, a public statement or publication of information by the regulatory supervisor for the Index Administrator that

(i) it has determined that the relevant index is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such index is intended to measure and representativeness will not be restored, and

(ii) the public statement or publication of information is being made in the awareness that the statement or publication will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts

(a "**Pre-cessation Event**").

(c) a statement by Eurex Clearing AG published in accordance with Chapter I Part 1 Number 16.1 that it considers that the Index Administrator which, at that time, actually has not provided values for at least one week has ceased to provide values for the index permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide values for the index,

(d) a public statement or a decision by a regulator, a competent public entity or a court prohibiting Eurex Clearing AG the use of the index, provided that Eurex Clearing AG announces in accordance with Chapter I Part 1 Number 16.1 it considers this lit. (d) to be triggered, or

(e) a statement by Eurex Clearing AG published in accordance with Chapter I Part 1 Number 16.1 that it determines that its further use of the index will be a violation of laws applicable to it (including, but not limited to, Regulation (EU) 2016/1011 on indices used as benchmarks), provided that such announcement is based on reasonable grounds.

The Permanent Index Cessation Event shall occur at the earliest point in time which has been specified in a public statement, publication of information, decision or public announcement referred to in lit. (a) – (e) or, if no point in time has been specified in this way, immediately after the earliest of the events listed in lit. (a) – (e) has occurred (the "**Index Cessation Date**"). In case of lit. (b) (bb), the date indicated in the relevant most recent statement or publication of the relevant regulatory supervisor as of which the Pre-cessation Event shall apply shall be decisive, even if the index continues to be provided on such date.

(2) For the avoidance of doubt, the change of the definition, methodology, formula or other means of calculating an index per se does not constitute a Permanent Index Cessation Event, but only if Paragraph (1) lit. (a) – (e) is triggered by this change. In particular, the changes to the methodology for the calculation of EONIA taking effect on 2 October 2019 for the purpose of aligning it to €STR developed by the European Central Bank do not constitute a Permanent Index Cessation Event.

(3) If a Permanent Index Cessation Event occurs, Eurex Clearing AG will determine each index level for a date from (and including) the Index Cessation Date based on the following fallbacks (any such fallback index a "**Successor Index**"), whereby lit. (a) – (d) mark the order of application of the relevant fallback. For the avoidance of doubt, (i) a Successor Index may also consist of a fallback index plus or minus a certain fixed spread, and (ii) this provision shall not hinder Eurex Clearing to apply an Index Conversion before or on the respective Index Cessation Effective Date.

(a) If an index is listed below, the following Successor Index shall be applied:

(i) EONIA: Upon the occurrence of a Permanent Index Cessation Event with respect to EONIA, the rate for any day from (and including) the Index Cessation Date will be determined as if references to EONIA were references to €STR plus a fixed spread of 8.5 basis points.

(b) If

(i) a Permanent Index Cessation Event according to Paragraph (1) (a) – (c) has occurred, the fallback specified for the relevant Floating Rate Option or index under the term "Permanent Cessation Fallback" in the floating rate matrix as attached to the 2021 ISDA Definitions (as interpretated in accordance with Section 9 of the 2021 ISDA Definitions) shall apply as of the Index Cessation Date (including any sub-triggers and sub-fallbacks),

(ii) a Permanent Index Cessation Event according to Paragraph (1) (d) – (e) has occurred, the fallback provisions specified for the relevant Floating Rate Option or index under the term “Administrator/Benchmark Fallback” in the floating rate matrix as attached to the 2021 ISDA Definitions (as interpretated in accordance with Section 9 of the 2021 ISDA Definitions) shall apply as of the Index Cessation Date (including any sub-triggers and sub-fallbacks),

in each case provided that Eurex Clearing states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this fallback. In this or a further statement, Eurex Clearing may also issue accompanying provisions to clarify the fallback regime and its relation to the provisions of the Clearing Conditions.

(c) If an index is formally designated, nominated or recommended as a fallback index by

(i) the competent central bank for the currency of the relevant index, the regulatory supervisor for either the relevant index or the Index Administrator, or any working group or committee officially endorsed or convened by any of the foregoing authorities, a group of any of the foregoing authorities, or the Financial Stability Board, or any part thereof, or

(ii) , if (i) does not apply, the Index Administrator of the relevant index,

then, as of the Index Cessation Date, this fallback index shall be applied as the Successor Index, provided that Eurex Clearing states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this fallback index. In this or a further statement, Eurex Clearing may also issue accompanying provisions to clarify the fallback regime and its relation to the provisions of the Clearing Conditions.

(d) If Eurex Clearing AG states in accordance with Chapter I Part 1 Number 16.1 the application of an index as a fallback, then, as of the Index Cessation Date, this index shall be applied as the Successor Index. Before announcing an index as a fallback index, Eurex Clearing AG shall take into account inter alia market practice, recommendations and documents by ISDA, IOSCO and competent authorities. If reasonably possible, Eurex Clearing AG shall consult affected Clearing Members and Basic Clearing Members prior to announcing any Successor Index in accordance with lit. (d).

(4) If no Successor Index can be determined in accordance with Paragraph (3), Eurex Clearing AG shall perform a cash settlement of any affected OTC Interest Rate Derivative Transaction or OTC XCCY Transaction based on the last available level of the ceased index on or before the Index Cessation Date.

(5) If under an OTC Interest Rate Derivative Transaction or OTC XCCY Transaction that qualifies as a FRA a payment is required just after the fixing of an index in advance of the fixing period as specified in the trade confirmation, but the final relevant rate of

the Successor Index is only available at or after the end of the fixing period, the relevant transaction will be amended so that the respective payments in respect of both legs of the transaction are to be made two Business Days after the final relevant rates of the Successor Index are available to Eurex Clearing AG.

If a payment under an OTC Interest Rate Derivative Transaction or OTC XCCY Transaction is deferred in accordance with this Paragraph (5), the payment shall be calculated as if a payment at the end of the respective fixing period has been specified (i.e. without applying the original discount factor which has been introduced to account for a payment just after the fixing of an index).

(6) Without prejudice to the early termination provisions set out in Part 2 Number 2.8 , Part 3 Number 3.9, Part 4 Number 4.10 and Part 5 Number 5.5 and any termination rights a Clearing Member or Basic Clearing Member may have pursuant to Chapter I, Clearing Members or Basic Clearing Members have no right to terminate transactions due to the occurrence of a Permanent Index Cessation Event.

(7) If with respect to an index a Permanent Index Cessation Event has occurred and a Successor Index may be determined in accordance with Paragraph (3) which will replace the index as of the Index Cessation Date, and the Successor Index consists of a fallback index plus or minus a certain fixed spread, Eurex Clearing AG may amend the affected OTC Interest Rate Derivative Transaction or OTC XCCY Transaction so that either

(i) if the transaction consists of a fixed leg and a floating leg:
the amount payable of the floating leg is determined only by reference to the floating part of the fallback index (i.e. without consideration of the fixed spread) and that the fixed spread becomes part of the fixed leg of the transaction by adding or subtracting it to or from the original component of the fixed leg (as applicable), or

(ii) if the transaction consists of at least one floating leg and the floating leg affected by the Permanent Index Cessation Event includes a self-compounding part:
the fixed spread is not removed from the self-compounding part of the floating leg but stays included in the floating leg by adding or subtracting it from the self-compounding part of the floating leg (as applicable).

Upon request by Eurex Clearing AG, the Clearing Member or Basic Clearing Member achieving a profit due to the amendment pursuant to sentence 1 is obliged to make a payment to compensate for its profit to Eurex Clearing AG; and Eurex Clearing AG will then pay an equivalent amount to the Clearing Member or Basic Clearing Member suffering a loss due to the amendment. Eurex Clearing AG may issue this request in its reasonable discretion (*billiges Ermessen*) and it normally should issue such request if the profit or loss due of one Clearing Member or Basic Clearing Member affected by the amendment pursuant to sentence 1 amounts to more than EUR 10,000. For the avoidance of doubt, any economic value and any profit or loss referred to in this Paragraph (7) shall be discounted to present value.

(8) **Specific provisions relating to discontinued rates maturities**

Section 6.11 (and Section 6.12, to the extent relevant for Section 6.11) of the 2021 ISDA Definitions shall apply *mutatis mutandis*, provided that Eurex Clearing states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this fallback. In this or a further statement, Eurex Clearing may also issue accompanying provisions to clarify the fallback regime and its relation to the provisions of the Clearing Conditions.

In case of any inconsistency between this Paragraph (8) and any other provision in this Chapter VIII (save for Paragraph (9)) defining the rates for calculating the floating rate or providing a fallback regime for such a rate (including Paragraph (1) – (7)), this Paragraph (8) shall prevail and in case of any inconsistency between this this Paragraph (8) and Paragraph (9), Paragraph (9) shall prevail.

(9) **Specific provisions relating to calculation periods to which 'Linear Interpolation' is specified to be applicable**

In respect of any calculation period (i) to which 'Linear Interpolation' is specified to be applicable to determine the relevant rate for the floating rate and (ii) with regard to which the relevant rate is determined by reference to a LIBOR index, EURIBOR, a BBSW index or a CDOR index, Section 9.62.1 of the 2021 ISDA Definitions shall apply *mutatis mutandis*, provided that Eurex Clearing states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this fallback. In this or a further statement, Eurex Clearing may also issue accompanying provisions to clarify the fallback regime and its relation to the provisions of the Clearing Conditions.

In case of any inconsistency between this Paragraph (9) and any other provision in this Chapter VIII defining the rates for calculating the floating rate or providing a fallback regime for such a rate (including Number 1.8.2 (1) – (8)), this Paragraph (9) shall prevail.

1.8.3 Temporary Index Non-Publication

(1) A "**Temporary Index Non-Publication Event**" means

(i) in respect of a Floating Rate Option set out in the Floating Rate Matrix, that the relevant index for the Designated Maturity (if applicable) in respect of the day for which it is required is not published by the Index Administrator or an authorized distributor and is not otherwise provided by the Administrator by either

(a) the later of (I) the Reset Date (including any day that is deemed to be a Reset Date pursuant to an Overnight Rate Compounding Method or an Overnight Rate Averaging Method) and (II) the Fixing Day; or

(b) such other date on which the relevant index is required; and

(ii) in respect of any other relevant index which is required for any determination, the relevant index in respect of the day for which it is required has not been

published by the source that is specified or otherwise ordinarily used to determine the level of the relevant index on the day on which it is required.

(2) Subject to any overriding provisions (as for Currency Exchange Rates in Number 4.2.8), if a Temporary Index Non-Publication Event occurs, Eurex Clearing AG will determine each missing Relevant Index Level based on the following fallbacks until the occurrence of an Index Cessation Date with respect to the relevant index:

(a) For Floating Rate Options specified in the Floating Rate Matrix as having the style 'Compounded Floating Rate Option', the rate for any day for which the relevant index is required and a Temporary Index Non-Publication Event applies will be last provided or published level of that relevant index.

(b) For all other indices (including Floating Rate Options specified in the Floating Rate Matrix as having the style 'Term Rate'), the rate for any day for which the relevant indix is required and a Temporary Index Non-Publication Event applies will be

(i) a rate formally recommended for use by the Index Administrator; or

(ii) , if (i) does not apply, a rate formally recommended for use by the supervisor or competent authority that is responsible for supervising the relevant index or the Index Administrator, or by a committee officially endorsed or convened by a supervisor or competent authority that is responsible for supervising the relevant index or the Index Administrator; or

(iii), if neither (i) nor (ii) do apply, the last provided or published level of that relevant index.

In case of (i) and/or (ii), this shall only apply if Eurex Clearing AG states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use the relevant data as a fallback.

1.8.4 Conversion of CCP Transactions in anticipation of an permanent index cessation

(1) If, with respect to an index which is referenced in the floating rate(s) of a CCP Transaction, (i) a Permanent Index Cessation Event occurs or (ii) Eurex Clearing determines in its reasonable discretion that a Permanent Index Cessation Event is likely to occur, Eurex Clearing AG may amend the affected CCP Transactions as outlined in Paragraph (2) (an **"Index Conversion**"). Eurex Clearing shall announce each Index Conversion in accordance with Chapter I Part 1 Number 16.1 specifying the respective Index Conversion effective date and the details of the Index Conversion at least fifteen (15) Business Days prior to the envisaged Index Conversion effective date. Eurex Clearing AG may postpone the envisaged effective date by publishing an announcement in accordance with Chapter I Part 1 Number 16.1, if a Termination Event with respect to a Clearing Member, a Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, an Insolvency Termination Event with respect to a Clearing Member, an Insolvency

Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event and/or a malfunction of Eurex Clearing AG's IT systems occurs and Eurex Clearing AG deems in its reasonable discretion that such event may have an adverse impact on the proper course of the implementation of the respective Index Conversion.

(2) Eurex Clearing AG may determine in its reasonable discretion the amendments that are to be applied to the CCP Transactions as part of an Index Conversion, and it shall take into account inter alia (i) market practice, available recommendations and publications by ISDA, IOSCO and/or competent authorities relating to the cessation of the index covered by the Index Conversion as well as to the conversion of relevant transactions referencing the respective index in advance of such index cessation, (ii) possible effects of the Index Conversion to the liquidity of the CCP Transactions and to the fungibility of CCP Transactions affected by the Index Conversion with newly cleared CCP Transactions and (iii) the impacts of the Index Conversion to the net present value of the affected CCP Transactions. Amendments to CCP Transactions that may be applied by Eurex Clearing AG as part of an Index Conversion may include (but are not limited to) (i) splits of the CCP Transactions, (ii) amendments to the floating rate(s) so that they reference an index with respect to which no Permanent Index Cessation Event has occurred, (iii) the application of a spread adjustment to the floating rate and/or the fixed rate of the CCP Transaction(s) to mitigate the effects of the change of the referenced index, (iv) the addition of the respective financial centers to the CCP Transaction(s) as of the inclusion of a newly referenced index, if an index that is newly referenced in a CCP Transaction under an Index Conversion presupposes or requires the specification of certain financial center(s) for the purposes of defining the Business Days applicable to the CCP Transaction(s), (v) the removal of the respective financial centers from the CCP Transaction(s)' specifications, if an index removed from a floating rate under an Index Conversion presupposed or required the specification of certain financial center(s) for the purposes of defining the Business Days applicable to the CCP Transactions, but the respective financial center(s) is/are no more presupposed or required with respect to the newly referenced index, (vi) the preponement of the maturity date of the CCP Transaction(s), if a replacement of an index by another index resulted in illiquid and/or complex transactions.

(3) If an Index Conversion materially affects the net present value of the covered CCP Transactions, the Index Conversion shall give rise to an offsetting cash compensation claim from Eurex Clearing against the respective Clearing Member or Basic Clearing Member (or vice versa, as applicable) that is equal but opposite to the change in the net present value of the respective CCP Transaction(s). Such offsetting cash compensation claim shall be due and payable upon determination thereof by Eurex Clearing AG, but no earlier than on the effective date of the Index Conversion.

1.9 Copyright Notices and Disclaimers of Third Parties

1.9.1 ISDA Copyright Notice

Certain provisions of this Chapter VIII are based on copyrighted publications issued by the ISDA (including the 2006 ISDA Definitions and the 2021 ISDA Definitions), and adaption took place with the permission of ISDA.

1.9.2 SARON-related Copyright Notice and Disclaimer

The Swiss Reference Rates and related data are the intellectual property (including registered trademarks) of SIX Swiss Exchange AG, Zurich, Switzerland (for the purposes of this provision the "SIX Swiss Exchange") and/or its licensors (for the purposes of this provision the "Licensors"), which is used under license. SIX Swiss Exchange and/or its Licensors do not give any warranty and exclude any liability (whether in negligence or otherwise) with respect thereto generally or specifically in relation to any errors, omissions or interruptions in connection with the Swiss Reference Rates and/or related data.

1.9.3 SONIA-related Copyright Notice and Disclaimer

SONIA and SONIA Compounded Index are copyright the Bank of England. The trade marks 'Bank of England' and 'SONIA' are registered trade marks of the Bank of England. All Rights Reserved. The SONIA benchmark and SONIA Compounded Index include the proprietary information of the Bank of England and the data comprising the SONIA benchmark and SONIA Compounded Index may not be copied or distributed except as specifically authorised. The SONIA benchmark and SONIA Compounded Index are not intended to be relied upon as authoritative or taken in substitution for the exercise of judgement and do not constitute investment advice. The SONIA benchmark and SONIA Compounded Index are not, and should not be construed as, an offer, bid or solicitation in relation to any financial instrument. The Bank of England does not guarantee, and expressly disclaims any liability for, and makes no representations or warranties whether express or implied, as to the currency, accuracy, timeliness, completeness or fitness for any particular purpose of the SONIA benchmark or the SONIA Compounded Index. The Bank of England accepts no liability whatsoever for any loss (including, but not limited to any direct, indirect or consequential loss, whether or not such loss is foreseeable and whether or not the Bank of England has been appraised of the use to which the SONIA benchmark or SONIA Compounded Index will be put) howsoever arising from the use, the timeliness of delivery or the failure of delivery of the SONIA benchmark or SONIA Compounded Index.

1.9.4 WM/Refinitiv-related Copyright Notice and Disclaimer

The WM/Refinitiv Closing Spot Rates, the WM/Refinitiv Intra-Day Spot Rates, the WM/Refinitiv Closing Forward Rates, the WM/Refinitiv Intra-Day Forward Rates, the WM/Refinitiv Closing Non-Deliverable Forward Rates, and the WM/Refinitiv Intraday Non-Deliverable Forward Rates (and their sucessors) are provided by Refinitiv Benchmark Services Limited (or its successor). Refinitiv Benchmark Services Limited (or its

successor) shall not be liable for any errors in or delays in providing or making available the data contained within this service or for any actions taken in reliance on the same.

1.9.5 ICE LIBOR-related Copyright Notice

ICE LIBOR is a trademark of ICE Benchmark Administration.

1.10 Rounding

To the extent not provided otherwise (as, in particular, in the Floating Rate Matrix in Number 2.2.5), for the purposes of any calculations referred to in this Chapter VIII of the Clearing Conditions, the following rounding conventions shall apply.

1.10.1 Rounding of Percentages

All percentages resulting from a calculation will be rounded (if necessary):

(aa) if determined other than through the use of interpolation by reference to two rates based on a Floating Rate Option, to the nearest one hundred-thousandth of a percentage point (e.g., 9.876541% (or 0.09876541) being rounded down to 9.87654% (or 0.0987654) and 9.876545% (or 0.09876545) being rounded up to 9.87655% (or 0.0987655); and -9.876541% (or -0.09876541) being rounded up to -9.87654% (or -0.0987654) and -9.876545% (or -0.09876545) being rounded down to -9.87655% (or -0.0987655)); or

(bb) if determined through the use of interpolation by reference to two rates based on a Floating Rate Option, in accordance with the method set forth in paragraph (i) above, but to the same degree of accuracy as the two rates used to make the determination (except that such percentages will not be rounded to a lower degree of accuracy than the nearest one thousandth of a percentage point (0.001%)).

1.10.2 Rounding of Amounts

(1) All currency amounts used in or resulting from a calculation will be rounded:

(a) To the extent the Currency/Business Day Matrix contains rounding provisions, rounding will be applied as set out in the Currency/Business Day Matrix.

(b) If no rounding provisions apply in accordance with limb (a), to the nearestwo decimal places in the relevant currency (with 0.005 being rounded upwards (e.g., 0.674 being rounded down to 0.67 and 0.675 being rounded up to 0.68)).

(2) However, if any such currency amount is a negative amount, Number 2.2.3 (2), 2.2.4 (2) or 4.2.4 (2), as applicable, shall apply prior to that currency amount being rounded up or down.

1.11 Currency Succession

To the extent not provided otherwise, the provisions on the effects of an elimination, conversion, redenomination or exchange of currencies (a "**Currency Replacement**") set forth in Section 2.4 of the 2021 ISDA Definitions apply, except that if, in the reasonable

opinion of Eurex Clearing AG, as notified to the Clearing Members and/or Basic Clearing Members in accordance with Chapter I Part 1 Number 16, (i) the use of the relevant Successor Currency will not meet applicable regulatory requirements or (ii) a ratio for converting the Original Currency into the Successor Currency cannot be determined, the provisions regarding the handling of Special Events as set out in Chapter I Part 1 Number 13.3 shall apply.

For these purposes,

"**Successor Currency**" means, in respect of a currency, any lawful successor currency; and

"**Original Currency**" means, in respect of a country and a CCP Transaction, the currency in effect on the Trade Date.

Part 2 Clearing of OTC Interest Rate Derivative Transactions

2.1 General Provisions

2.1.1 Applicable General Provisions

The general provisions of Part 1 apply to all interest rate derivative transactions (including inflation swaps) traded over-the-counter and cleared by Eurex Clearing AG (the bilateral transactions the "**Original OTC Interest Rate Derivative Transactions**" and the transactions resulting from an inclusion in the Clearing, the "**OTC Interest Rate Derivative Transactions**"), except where deviating or supplementary provisions for OTC Interest Rate Derivative Transactions are set out in this Part 2.

2.1.2 Types of Transactions eligible for the Clearing; Additional Terms

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

(2) Where a Trade Record containing an OTC Interest Rate Derivative Transaction which falls within a Product Type recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Numbers 2.2 to 2.4 below, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to an OTC Interest Rate Derivative Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

2.1.3 Interest Rate Derivative Clearing License

The OTC Clearing License granted for the Clearing of OTC Interest Rate Derivative Transactions (the "**Interest Rate Derivatives Clearing License**") entitles

(i) the relevant General Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions or Client-Related Transactions under the Elementary Clearing Model Provisions or the ISA Provisions, as applicable;

(ii) the relevant Direct Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions under the Elementary Clearing Model Provisions; and

(iii) the relevant Basic Clearing Member to clear OTC Interest Rate Derivative Transactions that are Own Transactions under the Basic Clearing Model Provisions.

The relevant Clearing Member or Basic Clearing Member may elect that the Interest Rate Derivatives Clearing License shall be restricted to the Clearing of OTC Interest

Rate Derivative Transactions in only some or one of the currencies referred to in Number 2.1.3.1.

The holder of an Interest Rate Derivatives Clearing License may additionally clear zero coupon inflation swaps ("**ZCIS**") if the following requirements are met:

(a) The relevant Clearing Member or Basic Clearing Member has elected whether to clear ZCIS on the indexes HICPxT and FRCPI (EUR inflation), whereas for EUR inflation it is not possible to elect only one of the two inflation indexes but only both together, and/or on the UK-RPI index (GBP inflation); and

(b) The OTC Clearing License of the Clearing Member or Basic Clearing Member covers the currencies elected for the clearing of ZCIS.

2.1.3.1 Requirements for the Granting of an Interest Rate Derivatives Clearing License

The general requirements for obtaining a Clearing License set out in Chapter I Part 1 shall apply subject to the provisions set out in this Chapter VIII. In addition, the applicant applying for an Interest Rate Derivatives Clearing License shall meet the following requirements:

(a) the applicant is a participant in an ATS;

(b) confirmation that a license agreement is concluded between the applicant and Swaps Monitor Publications, Inc., New York for the usage of data to determine the relevant Business Day;

(c) in addition to the cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 (4) (b), if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in USD, a bank cash account in USD;

(d) if the Interest Rate Derivatives Clearing License of the relevant Clearing Member or Basic Clearing Member covers OTC Interest Rate Derivative Transactions in CHF, EUR, GBP, JPY, USD, DKK, NOK, PLN and/or SEK, bank cash account(s) in the relevant currency or currencies; and

(e) evidence that each of the bank cash accounts pursuant to Paragraph (d) is established with a Settlement Bank.

2.1.4 CTM Interest Rate Derivative Transactions and STM Interest Rate Derivative Transactions

(1) A Clearing Member may, by way of an IRS STM Election, elect that all (but not some only) of the STM Eligible Interest Rate Derivative Transactions under a particular Standard Agreement shall be cleared as STM Interest Rate Derivative Transactions.

In the case of Existing STM Eligible Interest Rate Derivative Transactions, the CTM Interest Rate Derivative Transactions shall be established as STM Interest Rate

Derivative Transactions on the IRS STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible Interest Rate Derivative Transactions, the OTC Interest Rate Derivative Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM Interest Rate Derivative Transactions upon such novation pursuant to Paragraph (3) below. In the case of Transfer STM Eligible Interest Rate Derivative Transactions, the OTC Interest Rate Derivative Transactions created by way of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) shall be converted into STM Interest Rate Derivative Transactions upon such novation pursuant to Paragraph (4) below. With respect to OTC IRS U.S. Clearing Members, all OTC Interest Rate Derivative Transactions can only be cleared as STM Interest Rate Derivative Transactions.

(2) If an IRS STM Election is made, all Existing STM Eligible Interest Rate Derivative Transactions under the relevant Standard Agreement shall be amended on the IRS STM Effective Date as follows:

(a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall arise under the relevant STM Interest Rate Derivative Transaction; and

(b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible Interest Rate Derivative Transaction and with respect to which a Redelivery Claim exists immediately prior to the IRS STM Effective Date shall be rededicated as IRS STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM Interest Rate Derivative Transaction as of the Business Day immediately preceding the IRS STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible Interest Rate Derivative Transaction shall expire.

(3) If an IRS STM Election is made, the relevant Original STM Eligible Interest Rate Derivative Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the IRS STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall arise under the relevant STM Interest Rate Derivative Transaction.

(4) If an IRS STM Election is made, the relevant Transfer STM Eligible Interest Rate Derivative Transaction shall be amended upon the effectiveness of the novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) (provided the point in time of such effectiveness falls on or after the STM Interest Rate Derivative Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall arise under the relevant STM Interest Rate Derivative Transaction.

(5) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 2.2.1 (5) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM Interest Rate Derivative Transaction.

(6) For the purposes of this Chapter VIII,

(a) "**CTM Interest Rate Derivative Transaction**" means an OTC Interest Rate Derivative Transaction in respect of which the Variation Margin Requirement and PAI as set out in Number 2.1.7 (3) and (4) apply.

(b) "**Existing STM Eligible Interest Rate Derivative Transaction**" means a CTM Interest Rate Derivative Transaction that was created as a CTM Interest Rate Derivative Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the IRS STM Election.

(c) "**Original STM Eligible Interest Rate Derivative Transaction**" means an OTC Interest Rate Derivative Transaction that is created by way of novation pursuant to Part 1 Number 1.2.1.

(d) "**IRS STM Effective Date**" means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the IRS STM Election.

(e) "**IRS STM Election**" means the election by the Clearing Member that all (but not some only) its OTC Interest Rate Derivative Transactions under a particular Standard Agreement shall be Settled-to-Market.

(f) "**STM Eligible Interest Rate Derivative Transactions**" means, with respect to a Clearing Member, all of its (i) Existing STM Eligible Interest Rate Derivative Transactions, (ii) Original STM Eligible Interest Rate Derivative Transactions (iii) Transfer STM Eligible Interest Rate Derivative Transactions and (iv) Own Transactions that are OTC Interest Rate Derivative Transactions and are created upon novation pursuant to Numbers 2.5 or 2.6.

(g) "**Transfer STM Eligible Interest Rate Derivative Transaction**" means, an OTC Interest Rate Derivative Transaction that is created by way of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 (5) (c).

(7) If, in case of a default of a Clearing Member, STM Interest Rate Derivative Transactions are ported to a Replacement Clearing Member by way of assumption of contract (*Vertragsübernahme*) in accordance with the porting provisions of Chapter I applicable to the relevant Standard Agreement, and the relevant Replacement Clearing Member does not support the IRS STM Election with regard to the relevant Standard Agreement, then upon the porting becoming effective, (i) the affected STM Interest Rate Derivative Transactions shall be amended to become CTM Interest Rate Derivative Transactions and (ii), in respect of each relevant

transaction, an amount equal to the IRS STM Amount that would have been payable by the relevant party on the Last IRS STM Amount Payment Date if the effective date of the porting had been the Last IRS STM Amount Payment Date shall constitute (or, as relevant, be added to) a Redelivery Claim (in respect of Variation Margin) of the other party.

2.1.5 Novation Criteria and Process Regarding OTC Interest Rate Derivative Transactions

With regard to the novation of OTC Interest Rate Derivative Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

2.1.5.1 Transaction Type Specific Novation Criteria and Terms for OTC Interest Rate Derivative Transactions

The following Transaction Type specific novation criteria must be fulfilled for OTC Interest Rate Derivative Transactions (based on the Trade Record transmitted to Eurex Clearing AG via the ATS). To the extent the values are actually reflected in the OTC Trade Novation Report of an OTC Interest Rate Derivative Transaction, they shall form the basis of the respective OTC Interest Rate Derivative Transaction.

(1) Categories of OTC Interest Rate Derivative Transactions

The OTC Interest Rate Derivative Transaction must be

(i) an interest rate swap (including basis swaps and zero coupon swaps) ("**IRS**"),

(ii) an overnight index swap ("**OIS**"),

(iii) a forward rate agreement ("**FRA**"), or

(iv) a ZCIS and,

in each case, a Product Type recognised by Eurex Clearing AG.

(2) Currencies

The currency must be

(i) for IRS (excluding basis swaps) and FRA: CHF, EUR, GBP, JPY, USD, DKK, SEK, NOK or PLN;

(ii) for OIS and basis swaps: CHF, EUR, GBP, JPY or USD; and

(iii) for ZCIS: EUR or GBP.

Further, the relevant currency must be covered by the Interest Rate Derivatives Clearing License of the relevant Clearing Member or the relevant Basic Clearing

Member(s) (and, if the corresponding transaction to result from the novation is a Swap Transaction, the FCM IRS License of the relevant FCM Clearing Member);

The payments of both parties must be made in the same currency and the floating amounts must be denominated in the same currency as the notional amount.

(3) Payment types

The payments by the parties must be of the following types:

(a) Fixed Rate or Fixed Amount (in each case including zero coupon payments) versus Floating Amount (including zero coupon payments); or

(b) (in case of IRS only) Floating Amount versus Floating Amount (in each case including zero coupon payments); or

(c) (in case of ZCIS only) zero coupon annually compounding fixed rate versus the performance of the corresponding inflation index.

Payments of any amounts due under IRS, ZCIS or OIS (other than fees) must be in arrears (and not prior to or at the beginning of a calculation period).

Fees or other payments are defined at contract conclusion. The fees must be in trade currency.

(a) For IRS, OIS and FRA, in case of a termination, fees are settled one day after the termination date for CHF, EUR, GBP, USD and PLN and two days after the termination date for JPY, DKK, NOK and SEK. In case of maturity, fees are settled on the maturity date.

(b) For ZCIS, in case of a termination, fees are settled one day after the termination date. In case of maturity, fees are settled on the maturity date.

(c) For IRS, also initial other payments/fees are eligible (the respective payer, the amount and the payment date then need to be specified).

In case of forward starting transactions, additional payments are also allowed before Effective Date.

In each case, the respective payer (i.e. Fixed Amount Payer, Floating Amount Payer) and receiver need to be specified.

(4) Maximum remaining term / Termination Date

The remaining term of the OTC Interest Rate Derivative Transaction from the date of novation to the Termination Date must be

(a) in case of IRS,

(i) for Original OTC Transactions in EUR, GBP or USD, no more than 51 years (18,675 calendar days);

(ii) for Original OTC Transactions in CHF, JPY, DKK, NOK or SEK, no more than 31 years (11,375 calendar days); and

(iii) for Original OTC Transactions in PLN, no more than 11 years (4,050 calendar days),

(b) in case of OIS,

(i) for Original OTC Transactions in CHF or JPY, no more than 31 years (11,375 calendar days), and

(ii) for Original OTC Transactions in EUR, GBP or USD, no more than 50 years and 51 years (18,675 calendar days),

(c) in case of FRA, for Original OTC Transactions in CHF, EUR, GBP. JPY, USD, DKK, NOK, PLN or SEK, no more than 3 years (1,225 calendar days), provided however,

(i) in case of FRA referencing CHF-LIBOR, GBP-LIBOR and/or JPY-LIBOR as the relevant floating rate for any tenor are not eligible;

(ii) in case of FRA referencing USD-LIBOR as the relevant floating rate for any eligible tenor, the termination date must not be on or after 01.04.2023; and

(d) in case of ZCIS,

(i) for transactions in EUR (indices HICPxT and FRCPI), no more than 30 years and 10 Business Days; and

(ii) for transactions in GBP (index UK-RPI), no more than 50 years and 10 Business Days.

(5) Minimum remaining term

In case of IRS, OIS and ZCIS, the minimum period between the date of novation and the Termination Date must be at least one Business Day for CHF, EUR, GBP, USD and PLN and two Business Days for JPY, DKK, NOK or SEK.

In case of FRA which are settled in advance or in arrears, the minimum period between the date of novation and the payment date must be at least one Business Day for CHF, EUR, GBP, USD and PLN and two Business Days for JPY, DKK, NOK and SEK.

(6) Minimum term

In case of ZCIS, the minimum period between the Effective Date and the Termination Date must be at least 28 calendar days.

(7) Shortened or extended calculation period (stub period)

In case of IRS (including basis swaps) and OIS, a non-standard shortened or extended calculation period ("**Interest Rate Stub Period**") that relates to a time period after novation, if any, must meet the following criteria:

(a) a short or long first calculation period ("**Interest Rate Front Stub Period**") and/or a short or long last calculation period ("**Interest Rate Back Stub Period**") may be specified for IRS and OIS per leg, provided that:

(aa) two diagonal Interest Rate Stub Periods are not eligible, i.e. if each leg has only one Interest Rate Stub Period, both Interest Rate Stub Periods must be either Interest Rate Front Stub Periods or Interest Rate Back Stub Periods,

(bb) two Interest Rate Stub Periods (i.e. an Interest Rate Front Stub Period and an Interest Rate Back Stub Period) on the same leg are only eligible (i) for IRS (excluding basis swaps) and OIS and (ii) if the other leg has also two Interest Rate Stub Periods, and

(cc) Interest Rate Stub Periods must not be specified for OTC Interest Rate Derivative Transactions with (i) payments of floating amounts which are calculated on a compounding basis (except OIS) as set out in Paragraph (17) below, or (ii) zero coupon payments.

(b) The minimum period length of short Interest Rate Stub Periods is one day. The maximum period length for long Interest Rate Stub Periods for both, fixed rate payments under IRS in any eligible currency, and OIS is not restricted. The maximum period length for long Interest Rate Stub Periods is one year and one month for floating rate payments under IRS in EUR or GBP. For floating rate payments under IRS in CHF, JPY, USD, DKK, NOK and PLN, the maximum length for long Interest Rate Stub Periods is seven months and for floating rate payments under IRS in SEK the maximum length for long Interest Rate Stub Periods is six months.

(c) For IRS floating payments, the floating rates for Interest Rate Stub Periods must be specified in the Trade Record submitted via the ATS as follows:

(aa) in case of an Interest Rate Front Stub Period, the applicable first fixed floating rate for the Interest Rate Stub Period is specified as such; or

(bb) if a floating rate index tenor is specified, which is used for the fixing in respect of the Interest Rate Stub Period, the respective tenors. The following tenors (W = week(s), M = month(s), Y = year) are eligible:

(i) in case the currency is EUR: 1W, 1M, 3M, 6M, 1Y;

(ii) in case the currency is CHF, GBP or JPY: 1W, 1M, 2M, 3M, 6M,

(iii) in case the currency is USD and the termination date is before 01.10.2021: 1W, 1M, 2M, 3M, 6M; in case the currency is USD and the termination date is on or after 01.10.2021: 1M, 3M, 6M.

Only neighboring tenors of the Interest Rate Stub Period length are allowed (e.g. 3M or 6M for Interest Rate Stub Period length 3M+1W). In case the currency is DKK, NOK, PLN or SEK, only subcase (aa) is accepted; or

(cc) Whether “Linear Interpolation” applies, and if so, the respective floating rate index and tenors. The tenors used for interpolation must be the two neighbours of the Interest Rate Stub Period length (e.g. 3M and 6M for Interest Rate Stub Period length 3M+1W). The eligible tenors are the same as set out under lit. (bb) above.

In case the currency is DKK, NOK, PLN or SEK, only subcase (aa) is accepted.

(8) Floating Amount

In respect of the Floating Amount, the Floating Amount Payer and the criteria to determine the Floating Amount shall be specified.

(8a) Floating Rate Options

For IRS, OIS, FRA, the following Floating Rate Options are eligible (where applicable, the relevant Designated Maturity needs to be specified) subject to further provisions:

(a) EUR-EURIBOR (also referred to as EUR-EURIBOR-Reuters);

(b) only until and including 17.12.2021, GBP-LIBOR (also referred to as GBP-LIBOR-BBA);

(c) USD-LIBOR (also referred to as USD-LIBOR-BBA);

(d) only until and including 03.12.2021, CHF-LIBOR (also referred to as CHF-LIBOR -BBA);

(e) only until and including 03.12.2021, JPY-LIBOR (also referred to as JPY-LIBOR-BBA);

(f) USD-Federal Funds-OIS Compound (also referred to as USD-Federal Funds-H.15-OIS-COMPOUND);

(g) JPY-TONA-OIS Compound (also referred to as JPY-TONA-OIS-COMPOUND);

(h) GBP-SONIA-OIS Compound (also referred to as GBP-SONIA-COMPOUND);

(i) until and including 15.10.2021, EUR-EONIA-OIS Compound (also referred to as EUR-EONIA-OIS-Compound);

(j) NOK-NIBOR (also referred to as NOK-NIBOR-OIBOR; NOK-NIBOR-NIBR);

(k) SEK-STIBOR (also referred to as SEK-STIBOR-SIDE);

(l) DKK-CIBOR (also referred to as DKK-CIBOR-DKNA13);
DKK-CIBOR2 (also referred to as DKK-CIBOR2-DKNA13);

(m) PLN-WIBOR (also referred to as PLN-WIBOR-WIBO);

(n) CHF-SARON-OIS Compound (also referred to as CHF-SARON-OIS-COMPOUND);

(o) EUR-EuroSTR-OIS Compound (also referred to as EUR-EuroSTR-COMPOUND);

(p) USD-SOFR-OIS Compound (also referred to as USD-SOFR-COMPOUND).

For ZCIS, the following indices are eligible:

(a) **HICPxT** (for ZCIS in trade currency EUR);

(b) **FRCPIx** (for ZCIS in trade currency EUR);

(c) **UK RPI** (for ZCIS in trade currency GBP).

(8b) Floating Rate Day Count Fraction

For each floating leg, a Floating Rate Day Count Fraction is to be specified.

(8c) Reset Dates

For each floating leg, the Reset Dates shall be specified.

(8d) Fixing Day offset

A Fixing Day offset may be specified in the limits of the following parameters:

(a) for OIS: 0 business days

(b) for IRS: -10 to 0 Business Days

For basis swaps: for the floating leg referencing

(A): CHF-LIBOR, EUR-EURIBOR, GBP-LIBOR, JPY-LIBOR, USD-LIBOR: -10 to 0 Business Days; and

(B): EUR-EONIA-OIS Compound, EUR-EuroSTR-OIS Compound, GBP-SONIA-OIS Compound, JPY-TONA-OIS Compound, USD-SOFR-OIS Compound, USD-Federal Funds-OIS Compound: 0 Business Days.

(c) for FRAs:

(i) where settlement in advance is specified, for the floating leg referencing

(A) JPY-LIBOR, DKK-CIBOR, DKK-CIBOR2, SEK-STIBOR, NOK-NIBOR: -10 to -2 Business Days;

(B) CHF-LIBOR, EUR-EURIBOR, USD-LIBOR, PLN-WIBOR: -10 to -1 Business Days; and

(C) GBP-LIBOR: -10 to 0 Business Days;

(ii) where settlement in arrears is specified, -10 to 0 Business Days.

(9) Fixed Amounts

Where, in respect of a leg of a transaction, a Fixed Amount shall be payable, either

(i) a Fixed Amount (which may be a lump sum payable under a zero coupon swap, if applicable), or

(ii) a Fixed Rate (which may be a zero coupon, if applicable) and Fixed Rate Day Count Fraction, or

(iii) a Fixed Amount Payer schedule (in which the Fixed Rates applicable to the relevant Calculation Periods are specified) shall be specified.

Fixed Rates for IRS, OIS, ZCIS and FRA can have any value specified by up to 8 decimal points and may be less than zero, equal to zero or greater than zero.

Also, the Fixed Amount Payer shall be specified.

(9a) Delayed Payments

Delayed Payments (also called payment lags or payment offsets and which shall be interpreted in accordance with Section 3.1.9 of the 2021 ISDA Definitions) may be specified within the following parameters:

(a) for IRS:

(i) between 0 and 2 Business Days for legs referencing USD-LIBOR, EUR-EURIBOR, GBP-LIBOR, JPY-LIBOR, CHF-LIBOR, DKK-CIBOR, SEK-STIBOR, NOK-NIBOR, PLN-WIBOR,

(ii) between 1 and 2 Business Days for legs referencing USD-SOFR-OIS Compound, USD-Federal Funds-OIS Compound, EUR-EONIA-OIS Compound, EUR-EuroSTR-OIS Compound, GBP-SONIA-OIS Compound, JPY-TONA-OIS Compound,

(b) for OIS

(i) subject to (ii), between 0 and 2 Business Days,

(ii) between 1 and 2 Business Days for the legs referencing USD-SOFR-OIS Compound, USD-Federal Funds-OIS Compound, EUR-EONIA-OIS Compound, EUR-EuroSTR-OIS Compound, JPY-TONA-OIS Compound,

(c) for FRA: 0 Business Days, and

(d) for ZCIS: 0 Business Days.

(10) Spreads

For IRS, ZCIS, OIS (but not for FRAs), spreads may be specified for the floating leg(s) and/or fixed leg.

IRS (but not ZCIS, OIS or FRA) may have a floating leg and/or fixed leg spread schedule, i.e. the spread applicable to the floating leg and/or fixed leg may vary across the calculation periods relative to their value in the relevant preceding calculation period provided that any such change to the spread may only occur at the start of the relevant calculation period and must be pre-determined and specified in the Trade Record submitted via the ATS. Spread schedules are not eligible for zero coupon payments or payments made on a compounding basis.

(11) Calculation periods

The calculation period(s) for payment(s) of floating amounts under the relevant OTC Interest Rate Derivative Transaction (other than OIS or an OTC Interest Rate Derivative Transaction in CHF, USD or JPY) must be one month, three months, six months or twelve months and the calculation period(s) for payment(s) of floating amounts under an OTC Interest Rate Derivative Transaction in CHF, USD or JPY must be one month, three months or six months (in all cases except for Interest Rate Stub Periods, zero coupon payments and payments on a compounding basis). For SEK three months, for DKK, NOK or PLN six months are supported. Where the relevant OTC Interest Rate Derivative Transaction is an OIS, floating amounts must be payable monthly, quarterly, semi-annually, annually or at maturity (except for Interest Rate Stub Periods). For ZCIS, only zero coupon payments are supported.

If a payment date for a fixed or floating rate payment is adjusted in accordance with any applicable Business Day Convention, the number of days in the relevant calculation period may either be adjusted to the new payment date or remain unadjusted, which is to be specified in the Trade Record submitted via the ATS.

Except for ZCIS and FRA, the start and end dates can be different for each leg of an OTC Interest Rate Derivative Transaction.

(12) Notional amount

The minimum notional amount must be (i) 0.01 for CHF, EUR, GBP, USD, DKK, NOK, SEK or PLN or (ii) 1.00 for JPY.

Except for ZCIS and FRA, the notional amounts can be different for each swap leg and may vary across the calculation periods relative to their value in the relevant preceding calculation period. The changes in notional can only take place at the start of the calculation periods and must be pre-determined and specified in the Trade Record submitted via the ATS. Changes in the notional amount across calculation periods may not be specified for ZCIS and FRA.

The terms of the OTC Interest Rate Derivative Transaction must not provide for an exchange of notional amounts.

(13) Day Count Fraction conventions

The Day Count Fraction convention(s) applicable to the OTC Interest Rate Derivative Transaction must comply with Number 2.2.6.

(14) Business Days

(a) For purposes of defining the applicable Business Days, the following financial center(s) and/or terms may be specified:

Financial center(s) and/or terms	**fpML code**
Vienna	ATVI
Brussels	BEBR
Zurich	CHZU
Frankfurt	DEFR
Copenhagen	DKCO
Madrid	ESMA
TARGET or TARGET Settlement Day	EUTA
Helsinki	FIHE
Paris	FRPA
London	GBLO
Athens	GRAT
Dublin	IEDU
Milan	ITMI

Financial center(s) and/or terms	fpML code
Rome	ITRO
Tokyo	JPTO
Oslo	NOOS
Warsaw	PLWA
Stockholm	SEST
U.S. Government Securities Business Day (as defined in Section 2.1.8 of the 2021 ISDA Definitions)	USGS
New York	USNY

The same financial center(s) and/or terms must be specified for the Effective Date, the Termination Date and Payment Dates. However, for Fixing Days, different financial center(s) and/or terms may be specified.

(b) At least the specification of the following financial center(s) and/or terms is mandatory for the OTC Interest Rate Derivative Transaction, further financial center(s) and/or terms may be added optionally as set out in limb (a):

Referenced floating rate index	FpML code of the mandatory financial center(s) and/or terms		
	For Payment Dates	For Effective Date, Termination Date	For Fixing Dates
USD-LIBOR-BBA	USNY	USNY	GBLO
EUR-EURIBOR-Reuters	EUTA	EUTA	EUTA
GBP-LIBOR-BBA	GBLO	GBLO	GBLO
JPY-LIBOR-BBA	JPTO	JPTO	GBLO
CHF-LIBOR-BBA	CHZU	CHZU	GBLO

Referenced floating rate index	FpML code of the mandatory financial center(s) and/or terms		
	For Payment Dates	For Effective Date, Termination Date	For Fixing Dates
DKK-CIBOR-DKNA13, DKK-CIBOR2-DKNA13	DKCO	DKCO	DKCO
SEK-STIBOR-SIDE	SEKS	SEKS	SEKS
NOK-NIBOR-OIBOR NOK-NIBOR-NIBR	NOOS	NOOS	NOOS
PLN-WIBOR-WIBO	PLWA	PLWA	PLWA
USD-SOFR-COMPOUND	USNY	USNY	USGS
USD-Federal Funds-H.15-OIS-COMPOUND	USNY	USNY	USNY
EUR-EONIA-OIS-COMPOUND	EUTA	EUTA	EUTA
EUR-EuroSTR-COMPOUND	EUTA	EUTA	EUTA
GBP-SONIA-COMPOUND	GBLO	GBLO	GBLO
JPY-TONA-OIS-COMPOUND	JPTO	JPTO	JPTO
HICPxT, FRCPIx	EUTA	EUTA	n/a
UK RPI	GBLO	GBLO	n/a

(15) Business Day Convention

The Business Day Convention(s) for adjusting any relevant date must be one of the following:

(i) Following,

(ii) Modified Following,

(iii) Preceding, or

(iv) No Adjustment (which is only supported in respect of the Effective Date).

(16) Special eligibility criteria for FRA

In case of FRA, no spread may be specified. The FRA Amount is either payable on the Effective Date as a discounted amount (under application of FRA Discounting) or on the Termination Date, the Discounting Rate and Discounting Day Count Fraction (if applicable) are not defined separately from the Floating Amount and Floating Rate Day Count Fraction and the calculation period may not be longer than one year, Interest Rate Stub Periods are not permitted.

For FRAs, the same financial calendars need to be specified for Fixing Days and Payment Dates.

FRAs referencing CHF-LIBOR, GBP-LIBOR or JPY-LIBOR are not eligible.

(17) Compounding

The floating leg (incl. spread) of an IRS can be subject to **Straight Compounding** or **Flat Compounding**, each as defined in Number 2.2.4 below. Only standard monthly, quarterly, semi-annual and, in case of EUR and GBP only, annual floating rate indices can be referenced for payments made on a Straight Compounding or Flat Compounding basis, i.e. no Interest Rate Stub Periods may be specified for such OTC Interest Derivative Transactions; and Straight Compounding and/or Flat Compounding may not be specified for OIS. If Straight Compounding or Flat Compounding is specified to be applicable, the Compounding Dates shall be specified.

For the fixed leg, neither Straight Compounding nor Flat Compounding may be selected in the ATS. However, a fixed rate can be specified under the zero coupon option which would result in one fixed payment at swap maturity for the fixed leg only applying the provided fixed rate subject to the applicable terms of calculation such as business day conventions and day count fractions. Alternatively, a lump sum can be entered manually that would be paid unadjusted on the last payment date of the relevant zero coupon swap.

For zero coupon swaps the first Reset Date of the floating leg(s) should not be prior to 01 January 2005.

(18) Caps, floors, collars

Original OTC Transactions where the floating rate is subject to a cap, floor or a collar are not eligible.

(19) Effective Date

IRS, OIS and FRA may have an Effective Date at present (spot starting), in the future (forward starting) or in the past (backloading). ZCIS may only be spot starting and starting in the past.

(20) Payment Dates

The payment dates (i.e. Fixed Amount Payer Payment Date(s), Floating Amount Payer Payment Date(s)) need to be specified, as well as any applicable Business Day Convention.

(21) Special eligibility criteria for ZCIS

For ZCIS, the initial index level may be optionally specified. Further, the inflation index fixing lag and the inflation index interpolation method shall be specified.

(22) If Original OTC Interest Rate Derivative Transactions containing break clauses (*Kündigungsrechte*) (including, but not limited to optional and/or mandatory early termination rights) are submitted to Eurex Clearing AG for clearing, such break clauses will not become part of the OTC Interest Rate Derivative Transactions.

(23) No application of unscheduled holiday provisions to Period End Dates or Termination Dates

For the avoidance of doubt, a “Period End Date/Termination Date adjustment for Unscheduled Holiday” (as used Section 2.3.6 of the 2021 ISDA Definitions) is not supported for OTC Interest Rate Derivative Transactions and will be disregarded if specified in a Trade Record transmitted to Eurex Clearing.

(24) No application of Rate Cut-off Dates

For the avoidance of doubt, a “Rate Cut-off Date” (as used in Section 6.4.2 of the 2021 ISDA Definitions) is not supported for OTC Interest Rate Derivative Transactions and and will be disregarded if specified in a Trade Record transmitted to Eurex Clearing.

2.1.5.2 Documentation of Original OTC Interest Rate Derivative Transactions

(1) In the Trade Record submitted via the ATS in respect of an Original OTC Interest Rate Derivative Transaction for purposes of the Clearing of OTC Interest Rate Derivative Transactions, any bilateral master agreement may be specified and, in respect of the applicable contractual definitions, the following frameworks are allowed:

(i) the 2000 ISDA Definitions, the 2006 ISDA Definitions, the 2021 ISDA Definitions, the 2006 ISDA Inflation Derivatives Definitions and the 2008 ISDA Inflation Derivatives Definitions),

(ii) the German Master Agreement for Financial Derivatives Transactions (*Rahmenvertrag für Finanztermingeschäfte*, the "**DRV**"),

(iii) the AFB/FBF Master Agreement, or

(iv) a blank field.

(2) Irrespective of the master agreement and/or the applicable contractual definitions of the Original OTC Interest Rate Derivative Transaction, the provisions of these Clearing Conditions shall apply to each OTC Interest Rate Derivative Transaction on the basis of the relevant OTC Trade Novation Report as set out in Number 2.2.2.

(3) By entering into the relevant Clearing Agreement, the Clearing Member or the Basic Clearing Member, respectively, declares vis-à-vis Eurex Clearing AG that it has access to the 2021 ISDA Definitions including any amendments and/or supplements issued thereto as of the date of such Clearing Agreement. The Clearing Member or the Basic Clearing Member, respectively, further declares that it will be its own responsibility to obtain any amendments and/or supplements to the 2021 ISDA Definitions (including any successor to the 2021 ISDA Definitions as published by ISDA) which are published after their entering into the relevant Clearing Agreement.

The Clearing Member and the Basic Clearing Member further agree to the passing on to ISDA of their company name and their company address in the context of the delivery to it of the documents referred to in the foregoing paragraph.

2.1.5.3 Bulk Backloading of Original OTC Interest Rate Derivative Transactions

(1) An Original OTC Interest Rate Derivative Transaction will be considered as a backloaded trade ("**Bulk Backloaded Original OTC IRD Transaction**") if the following requirements are met:

(i) if the Original OTC Interest Rate Derivative Transaction is submitted to Eurex Clearing via MarkitWire, the trade date must be more than ten Business Days prior to the date of submission to Eurex Clearing AG and the Original OTC Interest Rate Derivative Transaction must be specified as a backloaded trade;

(ii) if the Original OTC Interest Rate Derivative Transaction is submitted to Eurex Clearing by other means, the trade date must be more than ten Business Days prior to the date of submission to Eurex Clearing AG.

(2) The novation and clearing process for Bulk Backloaded Original OTC IRD Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.

(3) Bulk Backloaded Original OTC IRD Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC IRD Transactions which are submitted prior to

3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.

(4) The novation process for Bulk Backloaded Original OTC IRD Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.

(5) At 3:00 p.m. and 5:00 p.m. (each Frankfurt am Main time) on each Business Day Eurex Clearing AG will make available to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) or the Basic Clearing Member a preliminary report indicating the Bulk Backloaded Original OTC IRD Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 2.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.

(6) Bulk Backloaded Original OTC IRD Transactions which, on the day of submission, fulfil all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).

(7) For Bulk Backloaded Original OTC IRD Transactions which, on the day of submission, fulfil all novation criteria except for the requirement to provide sufficient Eligible Margin Assets necessary to cover the relevant Margin Requirement, Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account, relevant OTC IRS U.S. Clearing Member Cash Account or Basic Clearing Member Cash Account, as relevant, in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the Margin Requirement referred to in the foregoing sentence relates and accordingly will constitute (i) Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions, (ii) Margin delivered by the Clearing Member pursuant to the ISA Provisions or (iii) Basic Clearing Member Margin delivered by the Basic Clearing Member pursuant to the Basic Clearing Member Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) or the Basic Clearing Member.

(8) A Clearing Member, a DC With System Access (acting on behalf of the Clearing Member) or a Basic Clearing Member may subsequently cancel the submission with respect to any Bulk Backloaded Original OTC IRD Transaction submitted to Eurex

Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that

(i) the cancellation request is entered by the Clearing Member, the DC With System Access or Basic Clearing Member into the system of, and received by, Eurex Clearing AG, and

(ii) each, the responsible Clearing Member, in case the request is entered by a DC With System Access, and the other Clearing Member, the other Basic Clearing Member or the FCM Clearing Member that is a party to the relevant Transaction or Swap Transaction, respectively, has given its prior consent in the system of Eurex Clearing AG to such cancellation request.

2.1.6 Daily Evaluation Price and Discounting of Future Cashflows

(1) Eurex Clearing AG determines the daily evaluation price on the basis of (i) the rates determined in accordance with Number 2.2.5 and (ii) the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider (the respective quotes and third party provider to be selected at the reasonable discretion (*billiges Ermessen*) of Eurex Clearing AG), in each case as of the day of the determination of the daily evaluation price (each such day a "Reset Date" for the purposes of Number 2.2.5 (1)). Where no information on the relevant rates as referred to in (i) is available, Eurex Clearing AG will determine the daily evaluation price in accordance with Part 1 Number 1.8. The relevant discount and forecast curves are laid out in the EurexOTC Clear Risk Methodology Description Interest Rate Swaps of Eurex Clearing AG.

(2) If an IRS PAI Switch and/or an IRS PAA Switch occurs that necessitates a switch of the relevant discount curves used for the determination of the daily evaluation prices in accordance with Paragraph (1) (such switch an "**OTC IRD Discounting Switch**"), any change of the daily evaluation price induced by the OTC IRD Discounting Switch shall give rise to an offsetting cash compensation claim from Eurex Clearing against the respective Clearing Member or Basic Clearing Member (or vice versa, as applicable) that is equal but opposite to the Variation Margin requirement, Basic Clearing Member Variation Margin requirement or the IRS STM Amount requirement (as applicable) following from the change in the daily evaluation price induced by the OTC IRD Discounting Switch. Such offsetting cash compensation claim shall be due and payable upon determination thereof by Eurex Clearing AG, but no earlier than on the effective date of the OTC IRD Discounting Switch.

2.1.7 Margin Requirements

(1) The following applies in addition to the relevant basic provisions on margin requirements set out in Chapter I:

(2) With respect to CTM Interest Rate Derivative Transactions the applicable Margin Type shall be Initial Margin and the provisions on Variation Margin set out in this Part 2 in conjunction with Part 1 and Chapter I apply. With respect to STM Interest

Rate Derivative Transactions the applicable Margin Type shall be Initial Margin and the provisions on Variation Margin do not apply.

(3) The Variation Margin Requirement, or Basic Clearing Member Variation Margin Requirement (each as defined in Chapter I Part 2 Subpart A Number 5, Part 4 Number 7 or Part 6 Number 8, as applicable), and/or any Redelivery Amount, as the case may be, for CTM Interest Rate Derivative Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (Number 2.1.5) as follows: For each outstanding CTM Interest Rate Derivative Transactions entered into prior to the relevant Business Day, the relevant profit and loss amount shall be the difference between the daily evaluation prices of the CTM Interest Rate Derivative Transactions on the relevant Business Day and the previous Business Day. For CTM Interest Rate Derivative Transactions entered into on the relevant Business Day, the relevant profit and loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin or the Basic Clearing Member Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including coupon payments and transaction fees) on the current Business Day are added and the trade related cash flows (including coupon payments and transaction fees) on the next Business Day (second next Business Day for JPY, DKK, NOK and SEK) of the respective currency are subtracted.

(4) In addition to Variation Margin and Basic Clearing Member Variation Margin, as applicable, and as part of the primary payment obligations of CTM Interest Rate Derivative Transactions, interest (the so-called price alignment interest ("**PAI**")) shall be payable on the cumulative Variation Margin or Basic Clearing Member Variation Margin, respectively, at the applicable overnight interest rate.

(a) PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin or Basic Clearing Member Variation Margin over the lifetime of the respective IRS portfolio. The cumulative Variation Margin or Basic Clearing Member Variation Margin, respectively, of the previous Business Day corresponds to the value of the respective IRS portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is positive, Eurex Clearing AG will charge PAI to the Clearing Member or the Basic Clearing Member. If the overnight interest rates are positive and from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is negative, Eurex Clearing AG will credit PAI to the Clearing Member or Basic Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG (i) will credit PAI to a Clearing Member or Basic Clearing Member if, from a Clearing Member's or a Basic Clearing Member's perspective, the value of the IRS portfolio is positive and (ii) will charge PAI to the Clearing

Member or the Basic Clearing Member if, from the Clearing Member's or Basic Clearing Member's perspective, the value of the IRS portfolio is negative.

PAI shall be calculated and payable for each currency on each Business Day with respect to each CTM Interest Rate Derivative Transaction in accordance with the following formulas.

For CHF and PLN, PAI is defined as:

$$\boldsymbol{PAI(T) = -MtM_exCF(T-1) * ONR(T,T+1) * YF(T,T+1),}$$

where:

"$\boldsymbol{MtM_exCF(T-1) = MtM(T-1) - DCF(T-1,T)}$" is the present value of the previous Business Day excluding today's discounted cash flows from coupons or fees

"$\boldsymbol{ONR(T,T+1)}$" is the overnight rate valid from today to the next Business Day and

"$\boldsymbol{YF(T,T+1)}$" the year fraction from today to the next Business Day using the daycount convention of the corresponding overnight index.

For EUR, GBP and USD, the OIS rate valid from T to T+1 is published not before T+1. Therefore, a modified definition of PAI is required:

$$\boldsymbol{PAI(T) = -MtM_exCF(T-1) * ONR(T-1,T) * YF(T,T+1)}$$

The equation above is also applied for GBP FRAs with settlement in advance, where Variation Margin and PAI are instructed intraday before the SONIA overnight rate is available.

For T+2 currencies (JPY, DKK, NOK and SEK) the Variation Margin is settled on T+2 (in contrast to CHF, EUR, GBP, USD and PLN where Variation Margin is settled on T+1). The value of PAI instructed on T settles on T+2 and reflects the interest payment from T+1 to T+2. It is calculated as:

$$\boldsymbol{PAI(T) = -MtM_exCF(T-1) * ONR(T,T+1) * YF(T+1,T+2),}$$

with

$$\boldsymbol{MtM_exCF(T-1) = MtM(T-1) - DCF(T-1,T) - DCF(T-1,T+1).}$$

(b) The relevant indices to determine the PAI are:

(i) In case the currency is CHF then SARON;

(ii) In case the currency is EUR then €STR;

(iii) In case the currency is GBP then SONIA;

(iv) In case the currency is JPY then TONAR;

(v) In case the currency is USD then SOFR;

(vi) In case the currency is DKK then T/N (published by Danish National Bank);

(vii) In case the currency is NOK then NOWA (Norwegian Overnight Weighted Average);

(viii) In case the currency is PLN then POLONIA (Polish Overnight Index Average).

(ix) In case the currency is SEK then STIBOR T/N;

Eurex Clearing AG may switch the index to determine the IRS PAI by amending this Paragraph (4) (b) in accordance with Chapter I Part 1 Number 17.2 or by way of applying the provisions laid out in Part 1 Number 1.8.2 (each an "**IRS PAI Switch**"). Eurex Clearing AG may postpone the effective date of an IRS PAI Switch by amending this Paragraph (4) (b) in accordance with Chapter I Part 1 Number 17.2 or, if a Termination Event with respect to a Clearing Member, a Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, an Insolvency Termination Event with respect to a Clearing Member, an Insolvency Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event occurs and Eurex Clearing AG deems that such event may have an adverse impact on the proper course of the implementation of an IRS PAI Switch, by publishing an announcement in accordance with Chapter I Part 1 Number 16.1.

(5) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 (1) (a) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa) and (2) (c) (subject to any limitations on set-off set out in any other applicable Part of Chapter I) apply.

2.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6 and Chapter I Part 6 Number 9.

2.1.9 Calculation Agent

The Calculation Agent shall determine the fixed and floating amounts (including the determination of the applicable floating rate/base rate) as well as any close-out amounts or cash settlement amounts that (a) are payable upon termination or novation of OTC Interest Rate Derivative Transactions and (b) are to be determined by the Calculation Agent pursuant to this Part 2. To the extent determinations have to be made with respect to OTC Interest Rate Derivative Transactions, and, if the transactions were covered by the 2021 ISDA Definitions, the determination would be made by a calculation agent in accordance with Section 1.2.1 (ii) of the 2021 ISDA Definitions, the calculation agent

standard as set out in Section 1.2.2 of the 2021 ISDA Definitions shall apply, provided that (i) where Section 1.2.2 (ii) of the 2021 ISDA Definitions is applicable, no consultation of the other party is required and (ii) any notices to be given by Eurex Clearing AG in its capacity as calculation agent will be made available by Eurex Clearing AG in its system. For the avoidance of doubt, in its capacity as calculation agent, the liability of Eurex Clearing AG shall be restricted in accordance with the provisions set out in Chapter I Part 1 Number 14.1.2.

2.2 Product-related terms for OTC Interest Rate Derivative Transactions

The following product-related terms shall apply to OTC Interest Rate Derivative Transactions.

2.2.1 Payment obligations

(1) The relevant Clearing Member or Basic Clearing Member and Eurex Clearing AG shall pay either Fixed Amounts or Floating Amounts and, if applicable, any initial amount payable under the relevant OTC Interest Rate Derivative Transaction as specified in the relevant OTC Trade Novation Report.

(2) Payments of Fixed Amounts or Floating Amounts due on the next scheduled Payment Date after the date on which novation of the relevant Original OTC Transaction has taken place shall be effected in accordance with the Clearing Conditions for the entire calculation period. This also applies if part of the calculation period has already elapsed at the day of novation.

(3) Payments under the relevant Original OTC Interest Rate Derivative Transaction will not be owed under the relevant OTC Interest Rate Derivative Transaction and are not subject to these Clearing Conditions in case these payments (i) are in CHF, EUR, GBP, USD or PLN and were due on or before the day of novation or (ii) are in JPY, DKK, NOK or SEK and were due on or before the day of novation or will become due on the next Business Day following the day of novation.

However, for Original OTC Interest Rate Derivative Transactions where payments are based on SONIA, payments that are due on the day of novation will be owed under the relevant OTC Interest Rate Derivative Transaction. Depending of the time when the respective Original OTC Interest Rate Derivative Transaction is accepted for clearing, these payments under the OTC Interest Rate Derivative Transaction will become due either on the day of novation or on the next Business Day after the day of novation. Any such payments will be reflected on the respective due day in the relevant Intraday Settlement Report.

(4) If after adjustment in accordance with the applicable Business Day Conventions, payments of Fixed Amounts or Floating Amounts become due on a Payment Date which is not a TARGET Settlement Day, such payments shall become payable on the next TARGET Settlement Day.

If the ‘Modified Following Business Day Convention’ or the ‘Preceding Business Day Convention’ applies to any date on which a payment is due (including a Payment Date), and the application of such Business Day Convention points to a date in the past (for example, as a result of an unscheduled holiday that with a short announcement period transformed a day that originally was a Business Day into a non-Business Day), then the relevant payment shall be made on the first following day that is a Business Day.

(5) The following additional primary payment obligations apply under STM Interest Rate Derivative Transactions:

(a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an IRS STM Amount on each Business Day (i) from (and including) the IRS STM Effective Date (in case an STM Interest Rate Derivative Transaction was an Existing STM Eligible Interest Rate Derivative Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM Interest Rate Derivative Transaction was an Original STM Eligible Interest Rate Derivative Transaction), the date of novation pursuant to Number 2.5, the date of novation pursuant to Number 2.6.2 or the date of novation pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) (in the case the STM Interest Rate Derivative Transaction was a Transfer STM Eligible Interest Rate Derivative Transaction), as relevant, (ii) to (and including) the earlier of the ”Termination Date” of the STM Interest Rate Derivative Transaction (as specified in the relevant OTC Trade Novation Report), the date of the cancellation pursuant to Number 2.6.2, the date of the release from the obligations under the Original Transaction pursuant to Number 2.7 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) or the date of a termination pursuant to Numbers 2.5 or 2.8, as relevant (the relevant date under (ii) is the “**Last IRS STM Amount Payment Date**”).

“**IRS STM Amount**” means, an amount which shall equal the profit or loss amount determined with respect to an outstanding STM Interest Rate Derivative Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 2.1.6) as follows: For STM Interest Rate Derivative Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM Interest Rate Derivative Transaction concluded (whether as STM Interest Rate Derivative Transaction or CTM Interest Rate Derivative Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM Interest Rate Derivative Transaction on the relevant Business Day and the previous Business Day. On the Last IRS STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM Interest Rate Derivative Transaction of the previous Business Day and zero. Additionally, the IRS STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the coupon payments and

transaction fees on the current Business Day are added and the coupon payments and transaction fees on the next Business Day (second next Business Day for DKK, NOK, SEK and JPY) of the respective currency are subtracted.

(b) A price alignment amount ("**IRS Price Alignment Amount**" or **"IRS PAA**") shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the IRS STM Amount.

(aa) The IRS PAA corresponds to the overnight interest paid or received on the cumulative IRS STM Amounts over the lifetime of the STM Interest Rate Derivative Transaction. The cumulative IRS STM Amounts of the previous Business Day correspond to the value of the STM Interest Rate Derivative Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is positive, Eurex Clearing AG will charge the IRS Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is negative, Eurex Clearing AG will credit the IRS Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the IRS Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is positive and will charge the IRS Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM Interest Rate Derivative Transaction is negative.

IRS PAA shall be calculated and payable for each currency on each Business Day with respect to each STM Interest Rate Derivative Transaction in accordance with the following formulas.

For CHF and PLN, IRS PAA is defined as:

$$IRS\ PAA(T) = -MtM_exCF(T-1) * ONR(T,T+1) * YF(T,T+1),$$

where:

"$MtM_exCF(T-1) = MtM(T-1) - DCF(T-1,T)$" is the present value of the previous Business Day excluding today's cash flows from coupons or fees discounted to T-1,

"$ONR(T,T+1)$" is the overnight rate valid from today to the next Business Day and

"$YF(T,T+1)$" the year fraction from today to the next Business Day using the daycount convention of the corresponding overnight index.

For EUR, GBP and USD, the OIS rate valid from T to T+1 is published not before T+1. Therefore, a modified definition of IRS PAA is required:

$$IRS\ PAA\ (T) = -\ MtM_exCF(T-1) * ONR\ (T-1,T) * YF\ (T,T+1)$$

The equation above is also applied with respect to GBP FRAs with settlement in advance, where the IRS STM Amount and the IRS PAA are instructed intraday before the SONIA overnight rate is available.

For T+2 currencies (JPY, DKK, NOK and SEK) the IRS STM Amount is settled on T+2 (in contrast to CHF, EUR, GBP, USD and PLN where the IRS STM Amount is settled on T+1). The value of IRS PAA instructed on T settles on T+2 and reflects the interest payment from T+1 to T+2. It is calculated as:

$$IRS\ PAA\ (T) = -\ MtM_exCF(T-1) * ONR(T,T+1) * YF(T+1,T+2),$$

with

$$\boldsymbol{MtM_exCF}(\boldsymbol{T}-\mathbf{1}) = \boldsymbol{MtM}(\boldsymbol{T}-\mathbf{1}) - \boldsymbol{DCF}(\boldsymbol{T}-\mathbf{1},\boldsymbol{T}) - \boldsymbol{DCF}(\boldsymbol{T}-\mathbf{1},\boldsymbol{T}+\mathbf{1}).$$

(bb) Number 2.1.7 (4) (b) shall apply *mutatis mutandis* to the identification of the relevant indices to determine the IRS PAA ("**IRS PAA Switch**").

(6) Eurex Clearing AG may discharge its payment obligations by way of set-off in accordance with Chapter I Part 1 Number 1.3.1 (1) (a) and (f) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa), (b) and (c).

(7) Relating Payments to Calculation Periods

(a) Fixed Amount or Floating Amount

Unless otherwise provided for in respect of an OTC Interest Rate Derivative Transaction or a party, the Fixed Amount or Floating Amount applicable to a Payment Date will be the Fixed Amount or Floating Amount calculated with reference to the Calculation Period ending on, but excluding, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the final Calculation Period, ending on, but excluding, the Termination Date.

(b) Discounted Amount or FRA Amount

Unless otherwise provided for in respect of a Transaction or a party, a Discounted Amount or FRA Amount applicable to a Payment Date will be the Discounted Amount, as applicable, calculated with reference to the Calculation

Period commencing on, and including, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the initial Calculation Period, commencing on, and including, the Effective Date.

2.2.2 References to Market Standard Documentation

(1) Notwithstanding any selection of the 2000 ISDA Definitions, the 2006 ISDA Definitions or 2021 ISDA Definitions or any other contractual definitions in the Trade Record and to the extent the 2021 ISDA Definitions are referenced in this Chapter VIII or in the OTC Trade Novation Report(s) of the OTC Interest Rate Derivative Transactions, the 2021 ISDA Definitions shall apply to all OTC Interest Rate Derivative Transactions, unless the context requires otherwise.

(2) All terms used in this Chapter VIII Part 2 or in the OTC Trade Novation Report(s) of the OTC Interest Rate Derivative Transactions that are not defined in the Clearing Conditions but are defined in the 2021 ISDA Definitions shall have the meaning given to them in the 2021 ISDA. In the event of any inconsistency between the 2021 ISDA Definitions on the one hand and the Clearing Conditions on the other hand, the Clearing Conditions shall prevail.

(3) For the purposes of this Part 2, references in the 2021 ISDA Definitions to a "**Transaction**" shall be deemed to be references to an OTC Interest Rate Derivative Transaction. Any reference in the 2021 ISDA Definitions to a "**Confirmation**" shall be a reference to the Clearing Conditions in conjunction with the relevant OTC Trade Novation Report.

(4) Notwithstanding the fact that the Clearing Conditions (including Chapter VIII and the market standard documentation incorporated therein by reference) are governed by the laws of Germany, the terms and provisions of the 2021 ISDA Definitions shall be interpreted in accordance with international market practice for OTC Interest Rate Derivative Transactions and shall be given the same meaning as they would have in English law-governed OTC interest rate derivative transactions entered into on the basis of documentation published by ISDA.

2.2.3 Calculation of a Fixed Amount

(1) Eurex Clearing AG will determine a fixed amount payable by a party on a Payment Date (the "Fixed Amount") as follows:

(a) Specified Fixed Amount

If in the OTC Trade Novation Report an amount is specified as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, that amount.

(b) Fixed Amount – Non-Compounded

Subject to limb (c), if an amount is not specified in the OTC Trade Novation Report as the Fixed Amount payable by that party for that Payment Date or for

the related Calculation Period, and if such amount is not otherwise determined as provided in the OTC Trade Novation Report, an amount calculated for that Payment Date or for the related Calculation Period as follows:

Fixed Amount = Calculation Amount x Fixed Rate x Fixed Rate Day Count Fraction.

or in case of ZCIS as:

Fixed Amount = Calculation Amount x ((1 + Fixed Rate)Term - 1)

(c) Fixed Amount – Straight Compounding

If "Straight Compounding" applies to the OTC Interest Rate Derivatives Transaction or that party, an amount equal to the Straight Compounding Amount for the related Calculation Period.

(2) If the Fixed Amount payable by a party on a Payment Date has a negative value, then

(i) the Fixed Amount payable by that party on that Payment Date shall be deemed to be zero; and

(ii) the other party shall pay to that party the absolute value of the negative Fixed Amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date.

2.2.4 Calculation of a Floating Amount

(1) Eurex Clearing AG will determine the floating amount payable by a party on a Payment Date (the "**Floating Amount**") as follows:

(a) Floating Amount

If 'Straight Compounding' or 'Flat Compounding' does not apply for the OTC Interest Rate Derivative Transaction or that party, the Floating Amount shall be an amount calculated for that Payment Date or for the related Calculation Period formulas follows:

Floating Amount = Calculation Amount x (Floating Rate +/- Spread) x Floating Rate Day Count Fraction

(b) Floating Amount – Straight Compounding

If 'Straight Compounding' applies to the OTC Interest Rate Derivative Transaction or that party, the Floating Amount shall be an amount equal to the Straight Compounding Amount for each of the Compounding Periods in the related Calculation Period.

(c) Floating Amount – Flat Compounding

If ’Flat Compounding’ applies to the OTC Interest Rate Derivative Transaction or that party, the Floating Amount shall be an amount equal to the sum of the Flat Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period (whether positive or negative).

(2) If the Floating Amount payable by a party on a Payment Date has a negative value (either due to a negative Floating Rate or by application of a negative Spread to the Floating Rate), then

(a) if ‘Straight Compounding’or ‘Flat Compounding’ does not apply,

(i) the Floating Amount payable by that party on that Payment Date shall be deemed to be zero, and

(ii) the other party shall pay to that party the absolute value of the negative Floating Amount, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date;

(b) if’ Straight Compounding’ or ’Flat Compounding’ applies,

(i) the Floating Amount payable by the party that would otherwise be required to pay (i.e. the scheduled payer) will be deemed to be zero; and

(ii) the other party (i.e. the scheduled payee) will pay to that party (i.e. the scheduled payer) the absolute value of the negative Floating Amount so calculated, in addition to any amounts otherwise payable by the other party (i.e. the scheduled payee) for the related Calculation Period.

(4) The floating payment amount of ZCIS is calculated as:

Floating Amount = Calculation Amount x (inflation index value at maturity / start inflation index value - 1)

The specified fixing lag and index interpolation method must be considered.

2.2.5 Rates for calculating the Floating Amount

(1) Subject to Number 1.8, when calculating the Floating Amounts, the applicable Relevant Rate will be determined by Eurex Clearing AG on the basis of the Floating Rate Option label (and Designated Maturity, where applicable) as specified in the OTC Trade Novation Report in accordance with the following matrix (the “**Floating Rate Matrix**”):

Floating Rate Option: label specified in the OTC Trade Novation Report	**Category / style**	**Underlying index and index administrator**	**Designated Maturity**	**Fixing Time (unless specified otherwise in the OTC Trade Novation Report)**	**Fixing Day (unless specified otherwise in the OTC Trade Novation Report)**	**Floating Rate Day Count Fraction**	**Rounding**
CHF-LIBOR (or CHF-LIBOR-BBA)	Category: Screen Rate Style: Term Rate	Index: Swiss Franc LIBOR Index Administrator: ICE Benchmark Administration Ltd.	Applicable	11:55, London time	2 London Business Days preceding the Reset Date	As specified in the OTC Trade Novation Report	
CHF-SARON-OIS Compound (or CHF-SARON-OIS-COMPOUND)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS Compounding	Index: Swiss Average Rate Overnight ("**SARON**") Index Administrator: SIX Swiss Exchange AG	Not applicable	18:00, Zurich time	The day "i"	Actual/360	To the nearest one ten-thousandth of a percentage point (0.0001 %)
DKK-CIBOR (or DKK-CIBOR-DKNA13)	Category: Screen Rate Style: Term Rate	Index: Copenhagen Interbank Offered Rate Index Administrator: Danish Financial Benchmark Facility	Applicable	11:00, Copenhagen time	The Reset Date	As specified in the OTC Trade Novation Report	
DKK-CIBOR2 (or DKK-CIBOR2-DKNA13)	Category: Screen Rate Style: Term Rate	Index: Copenhagen Interbank Offered Rate Index Administrato	Applicable	11:00, Copenhagen time	Two Copenhagen Business Days preceding	As specified in the OTC Trade Novation Report	

Floating Rate Option: label specified in the OTC Trade Novation Report	**Category / style**	**Underlying index and index administrator**	**Designated Maturity**	**Fixing Time (unless specified otherwise in the OTC Trade Novation Report)**	**Fixing Day (unless specified otherwise in the OTC Trade Novation Report)**	**Floating Rate Day Count Fraction**	**Rounding**
		r: Danish Financial Benchmark Facility			the Reset Date		
EUR-EONIA-OIS Compound (or EUR-EONIA-OIS-Compound)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS Compounding	Index: Euro Overnight Index Average ("**EONIA**") Index Administrator: European Money Markets Institute	Not applicable	09:15, Brussels time	1 TARGET Settlement Day following the day "i"	Actual/360	To the nearest one ten-thousandth of a percentage point (0.0001 %)
EUR-EURIBOR (or EUR-EURIBOR-Reuters)	Category: Screen Rate Style: Term Rate	Index: Euro Interbank Offered Rate ("**EURIBOR**") Index Administrator: European Money Markets Institute	Applicable	11:00, Brussels time	2 TARGET Settlement Days preceding the Reset Date	As specified in the OTC Trade Novation Report	
EUR-EuroSTR-OIS Compound (or EUR-EuroSTR-COMPOUND)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS	Index: Euro Short-Term Rate ("**€STR**") Index Administrator: European Central Bank	Not applicable	09:00, Frankfurt time	1 TARGET Settlement Day following the day "i"	Actual/360	To the nearest one ten-thousandth of a percentage point (0.0001 %)

Floating Rate Option: label specified in the OTC Trade Novation Report	**Category / style**	**Underlying index and index administrator**	**Designated Maturity**	**Fixing Time (unless specified otherwise in the OTC Trade Novation Report)**	**Fixing Day (unless specified otherwise in the OTC Trade Novation Report)**	**Floating Rate Day Count Fraction**	**Rounding**
	Compounding						
GBP-LIBOR (or GBP-LIBOR-BBA)	Category: Screen Rate Style: Term Rate	Index: Sterling LIBOR Index Administrator: ICE Benchmark Administration Ltd.	Applicable	11:55, London time	The Reset Date	Actual/365 (Fixed)	
GBP-SONIA-OIS Compound (or GBP-SONIA-COMPOUND)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS Compounding	Index: Sterlin Overnight Index Average rate ("**SONIA**") Index Administrator: Bank of England	Not applicable	09:00, London time	1 London Business Day following the day "i"	Actual/365 (Fixed)	To the nearest one ten-thousandth of a percentage point (0.0001 %)
JPY-LIBOR (or JPY-LIBOR-BBA)	Category: Screen Rate Style: Term Rate	Index: Yen LIBOR Index Administrator: ICE Benchmark Administration Ltd.	Applicable	11:55, London time	2 London Business Days preceding the Reset Date	As specified in the OTC Trade Novation Report	
JPY-TONA-OIS Compound (or JPY-TONA-OIS-	Category: Calculated Rate Style: Compounde	Index: Tokyo Overnight Average Rate ("**TONA**")	Not applicable	10:00, Tokyo time	1 Tokyo Business Days following the day "i"	Actual/365 (Fixed)	To the nearest one hundred-thousandth of a percentage point

Floating Rate Option: label specified in the OTC Trade Novation Report	**Category / style**	**Underlying index and index administrator**	**Designated Maturity**	**Fixing Time (unless specified otherwise in the OTC Trade Novation Report)**	**Fixing Day (unless specified otherwise in the OTC Trade Novation Report)**	**Floating Rate Day Count Fraction**	**Rounding**
COMPOUND)	d Floating Rate Option Compounding Method: OIS Compounding	Index Administrator: Bank of Japan					(0.00001 %)
NOK-NIBOR (or NOK-NIBOR-NIBR, NOK-NIBOR-OIBOR)	Category: Screen Rate Style: Term Rate	Index: Norwegian Interbank Offered Rate ("**NIBOR**") Index Administrator: Norske Finansielle Referanser AS	Applicable	12:00, Oslo time	2 Oslo Business Days preceding the Reset Date	As specified in the OTC Trade Novation Report	
PLN-WIBOR (or PLN-WIBOR-WIBO)	Category: Screen Rate Style: Term Rate	Index: Warsaw Interbank Offered Rate ("**WIBOR**") Index Administrator: GPW Benchmark S.A.	Applicable	11:00, Warsaw time, with the exception of the overnight and tomorrow/next rates for which the fixing time shall be 17:00, Warsaw time	2 Warsaw Business Days preceding the Reset Date	Actual/365 (Fixed)	
SEK-STIBOR (or SEK-STIBOR-SIDE)	Category: Screen Rate Style: Term Rate	Index: Stockholm Interbank Offered Rate ("**STIBOR**")	Applicable	11:00, Stockholm time	2 Stockholm Business Days preceding	Actual/360	

Floating Rate Option: label specified in the OTC Trade Novation Report	**Category / style**	**Underlying index and index administrator**	**Designated Maturity**	**Fixing Time (unless specified otherwise in the OTC Trade Novation Report)**	**Fixing Day (unless specified otherwise in the OTC Trade Novation Report)**	**Floating Rate Day Count Fraction**	**Rounding**
		Index Administrator: Swedish Financial Benchmark Facility			the Reset Date		
USD-Federal Funds-OIS Compound (or USD-Federal Funds-H.15-OIS-COMPOUND)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS Compounding	Index: U.S. Dollar Effective Federal Fundsa Rate ("**EFFR**") Index Administrator: Federal Reserve Bank of New York	Not applicable	09:00, New York City time	1 New York City Business Day following the day "i"	Actual/360	
USD-LIBOR (or USD-LIBOR-BBA)	Category: Screen Rate Style: Term Rate	Index: U.S. Dollar LIBOR Index Administrator: ICE Benchmark Administration Ltd.	Applicable	11:55, London time	2 London Business Days preceding the Reset Date	As specified in the OTC Trade Novation Report	
USD-SOFR-OIS Compound (or USD-SOFR-COMPOUND)	Category: Calculated Rate Style: Compounded Floating Rate Option Compounding Method: OIS Compounding	Index: Secured Overnight Financing Rate ("**SOFR**") Index Administrator: Federal Reserve Bank of New York	Not applicable	08:00, New York City time	1 U.S. Government Securities Business Day following the day "i"	Actual/360	To the nearest one hundred-thousandth of a percentage point (0.00001 %)

(2) The following definitions shall apply:

"**Designated Maturity**" means, in respect of a Floating Rate Option, the period of time specified as such in the OTC Trade Novation Report.

"**Floating Rate Option**" means with respect to an OTC Interest Rate Derivative Transaction, the benchmark specified as the 'Floating Rate Option' in the OTC Trade Novation Report, which shall be interpreted in accordance with the Floating Rate Matrix. If a line in the Floating Rate Matrix contains one or more Floating Rate Option labels in brackets, the Floating Rate Option label(s) in brackets shall be synonyms for the respective primary Floating Rate Option without brackets.

"**Fixing Time**" means, in respect of a Floating Rate Option, the time (if any) specified in the respective column of the Floating Rate Matrix or any amended publication time specified by the Index Administrator for the Underlying Benchmark in its benchmark methodology. The time specified as the Fixing Time may be an approximation of the publication time for the Underlying Benchmark, which may be provided or published by the Index Administrator as of, after, or on or about the specified time.

"**Fixing Day**" means, in respect of a Floating Rate Option and, unless otherwise specified in the OTC Trade Novation Report, the day specified in the respective column of the Floating Rate Matrix or any amended publication day specified by the Index Administrator for the Underlying Benchmark in its benchmark methodology. In respect of a Compounded Floating Rate Option, a reference in the column entitled "Fixing Day" in the Floating Rate Matrix to day "i" is to such day "i" as defined for the purpose of the applicable compounding method.

"**Reset Date**" means, for an OTC Interest Rate Derivative Transaction or a party, each day specified as such (or determined pursuant to a method specified for such purpose) in the OTC Trade Novation Report for the OTC Interest Rate Derivative Transaction or a party, subject to adjustment in accordance with the applicable Business Day Convention specified in the OTC Trade Novation Report, in each case on the basis of the data relating to reset dates as transmitted to Eurex Clearing AG via the ATS. If an adjustment in accordance with that Business Day Convention would cause a Reset Date to fall on or after the Payment Date in respect of the Calculation Period to which that Reset Date relates, the Reset Date shall be the first Business Day preceding the date on which the Reset Date would have fallen without any adjustment.

(3) If a rate is identified as a 'Screen Rate' in the style 'Term Rate' in the Floating Rate Matrix and the column 'Designated Maturity' is applicable, then the relevant rate for a Reset Date will be the level of the index set out in the column "underlying index and index administrator" as provided by the relevant Index Administrator and published as of the Fixing Time on the Fixing Day for a period of the Designated Maturity.

(4) If a rate is identified as a 'Calculated Rate' in the style 'Compounded Floating Rate Option' under use of the compounding method 'OIS Compounding' in the Floating Rate Matrix, then the relevant rate for a Reset Date will be the rate of return of a daily compound interest investment, calculated in accordance with the formula below, where the reference rate for the calculation of interest is the Underlying Index specified in the Floating Rate Matrix and the resulting percentage will be rounded, if necessary, in accordance with the method set out in Number 1.10.1 (*Rounding of Percentages*), but (if applicable) to the nearest percentage point specified for the Compounded Floating Rate Option in the Floating Rate Matrix:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{\text{Underlying Benchmark Level}_i \times n_i}{\text{Day Count Basis}}\right)-1\right] \text{x} \frac{360}{\text{d}}$$

where:

"d_0" for any Calculation Period, is the number of Applicable Business Days in the Calculation Period, except, if the first calendar day of the Calculation Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Calculation Period plus 1;

"i" is

(a) if the first calendar day in the Calculation Period is an Applicable Business Day, a series of whole numbers from 1 to d_0, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Calculation Period; and

(b) of the first calendar day of the Calculation Period is not an Applicable Business Day, a series of whole numbers from 1 to d_0, where i = 1 represents the first calendar day of the Calculation Period and each of i = 2 to d_0 represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Calculation Period;

"*Underlying Benchmark Level*$_i$"; is, in respect of any day "i":

(a) if such day "i" is an Applicable Business Day, the level of the Underlying Benchmark for such day "i" as provided by the Administrator and published as of the Fixing Time on the Fixing Day; and

(b) if such day "i" is not an Applicable Business Day, the level of the Underlying Benchmark for the immediately preceding Applicable Business Day as provided by the Administrator and published as of the Fixing Time on the Fixing Day.

"n_i" is the number of calendar days from, and including, day "i" to, but excluding, the earlier of

(a) the next Applicable Business Days; and

(b) the Period End Date for the Calculation Period or, in respect of the final Calculation Period, the Termination Date;

"***Day Count Basis***", is, in respect of a Floating Rate Option, as specified in the OTC Trade Novation Report, or, if not specified in the OTC Trade Novation Report, the denominator of the Floating Rate Day Count Fraction set out in the Floating Rate Matrix; and

"***d***" is the number of calendar days in the Calculation Period.

(5) The following conversions will be applied as of novation:

Floating Rate Option label specified in the Trade Record of the Original OTC Interest Rate Derivative Transaction transmitted to Eurex Clearing	**Floating Rate label specified in the OTC Trade Novation Report of the OTC Interest Rate Derivative Transaction**
NOK-NIBOR-NIBR	NOK-NIBOR-OIBOR
GBP-WMBA-SONIA-COMPOUND	GBP-SONIA-COMPOUND

(6) Floating Rates for ZCIS

(a) "**HICPxT**" means the non revised Eurozone Harmonised Index of Consumer Prices excluding Tobacco or relevant Successor Index, measuring the rate of inflation in the European Monetary Union excluding tobacco, expressed as an index and provided by the Index Administrator and published by an authorized distributor or the Index Administrator itself. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

(b) "**FRCPIx**" means the non revised French Inflation Consumer Price Index excluding Tobacco or relevant Successor Index, measuring the rate of inflation in France excluding tobacco expressed as an index and provided by the Index Administrator and published by an authorized distributor or the Index Administrator itself. The first publication or announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

(c) "**UK RPI**" means the non revised UK Retail Price Index or relevant Successor Index, measuring the all items rate of inflation in the United Kingdom expressed as an index and provided by the Index Administrator and published by an authorized distributor or the Index Administrator itself. The first publication or

announcement of a level of such index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations.

(7) If "**Linear Interpolation**" is specified as applicable with respect to a Calculation Period or Compounding Period, the Relevant Rate for a Reset Date shall be determined in accordance with Section 6.10 of the 2021 ISDA Definitions and Part 1 Number 1.8.3.

If a Floating Rate is to be determined with respect to an Interest Rate Stub Period and "**Linear Interpolation**" is not specified as applicable with respect to such determination, the floating rate for such Interest Rate Stub Period shall be determined pursuant to Number 2.1.5.1 (7) (c) (aa), (bb) or (dd) and/or Part 1 Number 1.8.3, as applicable.

2.2.6 Day Count Fraction Conventions

The following Day Count Fraction conventions may be specified in the OTC Trade Novation Report based on the Trade Record transmitted via the ATS for determining the applicable day count fraction:

(1) 30/360, which shall have the meaning given to "**30/360**" in the 2021 ISDA Definitions.

(2) 30E*/360, which shall have the meaning given to "**30E/360**" in the 2021 ISDA Definitions.

(3) 30E/360 or 30E/360.ISDA, which shall have the meaning given to "**30E/360 (ISDA)**" in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if, in the Trade Record transmitted via the ATS, "**30E/360.ISDA**" is selected.

(4) ACT/360, which shall have the meaning given to "**Act/360**" in the 2021 ISDA Definitions.

(5) ACT/365.FIXED, which shall have the meaning given to "**Act/365 (Fixed)**" in the 2021 ISDA Definitions.

(6) ACT/ACT.ISDA, which shall have the meaning given to "**Act/Act (ISDA)**" in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if in the Trade Record transmitted via the ATS "ACT/365.ISDA" and – as the applicable contractual definitions – "2000 ISDA" are selected.

(7) ACT/ACT.ICMA, which shall have the meaning given to "**Act/Act (ICMA)**" in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if, in the Trade Record transmitted via the ATS, "**ACT/ACT.ISMA**" and – as the applicable contractual definitions – "**2000 ISDA**" are selected.

(8) 1/1, which shall have the meaning given to "1/1" in the 2021 ISDA Definitions and which shall be applied as the standard day count fraction convention to ZCIS.

2.2.7 OIS Rate Calculation

The applicable Floating Rate for OTC Interest Rate Derivative Transactions that are OIS below will be determined in accordance with Number 2.2.5.

2.3 Further provisions for OTC Interest Rate Derivative Transactions

(1) Defined Terms

The following terms shall have the following meanings:

"**Payment Date**" means, in respect of a party, and subject any applicable Business Day Convention and any specified Delayed Payments, each day during the term of the OTC Interest Rate Derivative Transaction that is so specified or determined in the OTC Trade Novation Report or otherwise, and the Termination Date.

"**Period End Date**" means, in respect of a party, and subject to any applicable Business Day Convention, (i) each day during the term of the OTC Interest Rate Derivative Transaction that is so specified or determined, or (ii), if (i) does not apply, each date specified as a Payment Date applicable to that party.

"**Calculation Period**" means each period from, and including, one Period End Date for the relevant party to, but excluding, the next following applicable Period End Date during the Term of the OTC Interest Rate Derivative Transaction, except that:

(i) the initial Calculation Period will commence on, and include, the Effective Date of the corresponding Original OTC Interest Rate Derivative Transaction; and

(ii) the final Calculation Period will end on, but exclude, the Termination Date.

(2) The provisions on the adjustment hierarchy regarding Payment Dates and Period End Dates as set out in Section 3.3 of the 2021 ISDA Definitions shall apply.

2.4 [Intentionally left blank]

2.5 Interest Rate Derivatives Multilateral Compression

(1) Eurex Clearing AG may from time to time agree with one or more Clearing Members and/or FCM Clearing Members on the amendment and/or termination of CCP Transactions and/or Swap Transactions that are OTC Interest Rate Derivative Transactions or Interest Rate Derivative Transactions (as defined in Chapter I Number 1.1.5 of the FCM Regulations) and their subsequent replacement with other (and/or the conclusion of new) CCP Transactions and/or Interest Rate Derivative Transactions, respectively, with the aim to reduce non-market risks in the existing portfolios of the Clearing Members and/or FCM Clearing Members (a "**Interest Rate**

Derivatives Multilateral Compression"). Interest Rate Derivatives Multilateral Compression with respect to a Clearing Member may only include CCP Transactions that are Own Transactions, regardless of whether the relevant Clearing Member has made an IRS STM Election.

(2) The process leading to an Interest Rate Derivatives Multilateral Compression (an "**Interest Rate Derivatives Compression Run**") is operated by a third party compression services provider appointed by Eurex Clearing AG (an "**Interest Rate Derivatives CSP**") and carried out on the basis of documentation as agreed between Eurex Clearing AG, the relevant Interest Rate Derivatives CSP and the Clearing Members and FCM Clearing Members participating in the Interest Rate Derivatives Compression Run (the "**Interest Rate Derivatives Compression Documentation**"). In case of any discrepancies between the Interest Rate Derivatives Compression Documentation and the Clearing Conditions, the Clearing Conditions shall prevail.

(3) An Interest Rate Derivatives Multilateral Compression shall be deemed completed as soon as all acts required by the respective Interest Rate Derivatives Compression Documentation for a compression are fulfilled (this point in time the "**Interest Rate Derivatives Compression Time**"). If TriOptima AB ("**TriOptima**") acts as the Interest Rate Derivatives CSP, an Interest Rate Derivatives Multilateral Compression takes place by way of novation on the terms of a proposal of TriOptima AB (Accepted Unwind Proposal) and as of the time when TriOptima AB receives the respective clearing confirmation from Eurex Clearing AG (Eurex Clearing Confirmation). If Capitalab, BGC Brokers LP ("**Capitalab**") acts as the Interest Rate Derivatives CSP, an Interest Rate Derivatives Multilateral Compression takes place by way of novation on the terms of a proposal of Capitalab (Accepted Unwind Proposal) and as of the time when Capitalab receives the respective acceptance from Eurex Clearing AG of said proposal.

2.5.1 Interest Rate Derivatives Compression Run

(1) Participation by a Clearing Member in an Interest Rate Derivatives Compression Run presupposes that the Clearing Member:

(a) is a party to the respective Interest Rate Derivatives Compression Documentation up to and including the Interest Rate Derivatives Compression Time;

(b) is eligible to participate in the Interest Rate Derivatives Compression Run according to the requirements determined by Eurex Clearing AG and those set out in the respective Interest Rate Derivatives Compression Documentation; and

(c) has nominated those CCP Transactions which it wishes to make available for Interest Rate Derivatives Multilateral Compression in accordance with the respective Interest Rate Derivatives Compression Documentation.

(2) In relation to each Interest Rate Derivatives Compression Run, Eurex Clearing AG will instruct the Interest Rate Derivatives CSP according to the respective Interest Rate Derivatives Compression Documentation to:

(a) notify Clearing Members meeting the criteria under Paragraph (1) of the timing and procedure for the Interest Rate Derivatives Compression Run;

(b) produce a statement as to the proposed set of terminating CCP Transactions and the proposed set of resulting CCP Transactions to which each participating Clearing Member is or will become party to (the "**Interest Rate Derivatives Compression Proposal**"); and to

(c) communicate such Interest Rate Derivatives Compression Proposal to each participating Clearing Member for acceptance in the manner contemplated in the respective Interest Rate Derivatives Compression Documentation.

(3) Eurex Clearing AG reserves the right to determine in its sole discretion whether CCP Transactions proposed for inclusion in an Interest Rate Derivatives Compression Run may be so included.

(4) Eurex Clearing AG may disclose details of any CCP Transaction to be included in an Interest Rate Derivatives Compression Run and related information in respect of participating Clearing Members to the Interest Rate Derivatives CSP in order to facilitate the Interest Rate Derivatives Compression Run.

(5) In order to facilitate the Interest Rate Derivatives Compression Run, Eurex Clearing AG may lock CCP Transactions which are included in an Interest Rate Derivatives Compression Run for such processing as described in Numbers 2.6 to 2.8.

(6) The Interest Rate Derivatives CSP will provide information on termination fees related to an Interest Rate Derivatives Compression Run to Eurex Clearing AG on trade level per Clearing Member. Number 2.1.5.1(3) applies *mutatis mutandis* to such termination fees.

2.5.2 Acceptance of Interest Rate Derivatives Compression Proposal

(1) Each Interest Rate Derivatives Multilateral Compression shall take place in accordance with the terms of an Interest Rate Derivatives Compression Proposal which has been accepted by all participating Clearing Members and FCM Clearing Members in the manner and by the time specified in the respective Interest Rate Derivatives Compression Documentation. The Interest Rate Derivatives CSP's confirmation to Eurex Clearing AG that a Clearing Member has accepted the Interest Rate Derivatives Compression Proposal shall constitute a binding offer by such Clearing Member to Eurex Clearing AG for the novation of CCP Transactions as set out in the Interest Rate Derivatives Compression Proposal.

(2) Subsequent to a Clearing Member's acceptance of an Interest Rate Derivatives Compression Proposal but prior to the Interest Rate Derivatives Compression Time,

Eurex Clearing AG may require the Clearing Member to provide additional Margin in relation to the CCP Transactions that will result from the Interest Rate Derivatives Multilateral Compression. For such purpose, the intraday margin call process as described in Part 1 Number 1.2.3(1) Clause 9 applies *mutatis mutandis*, provided that instead of CCP Transactions the proposed set of terminating CCP Transactions and the proposed set of resulting CCP Transactions pursuant to Number 2.5 shall be relevant, and instead of the times indicated in Part 1 Number 1.2.3(1) Clause 9 the times specified by Eurex Clearing AG shall be relevant. Eurex Clearing AG will require such Margin in addition to Margin required pursuant to Chapter I Part 1 Number 3.3, Part 2 Subpart A Number 4.2, Part 4 Number 6.2 and this Chapter VIII Part 1 Number 1.2.3(1) Clause 9.

(3) The acceptance of an Interest Rate Derivatives Compression Proposal by the participating Clearing Members and, if relevant, FCM Clearing Members shall not bind or require Eurex Clearing AG to carry out the Interest Rate Derivatives Multilateral Compression. At any time prior to the Interest Rate Derivatives Compression Time, Eurex Clearing AG may in its sole discretion decide to reject the Interest Rate Derivatives Compression Proposal and/or to end the Interest Rate Derivatives Compression Run. In particular, Eurex Clearing AG may reject an Interest Rate Derivatives Compression Proposal if:

(a) a Clearing Member or FCM Clearing Member which has accepted an Interest Rate Derivatives Compression Proposal is not eligible to participate in the Interest Rate Derivatives Compression Run;

(b) any CCP Transaction or Swap Transaction included in the Interest Rate Derivatives Compression Proposal as a terminating or resulting transaction is not eligible for Multilateral Interest Rate Derivatives Compression or for inclusion in the Clearing under the Clearing Conditions or, as applicable, the clearing under the FCM Clearing Conditions;

(c) any Clearing Member or FCM Clearing Member due to participate in the Interest Rate Derivatives Compression Run rejects the Interest Rate Derivatives Compression Proposal or does not provide the required Eligible Margin Assets; or

(d) the cashflow flat check performed by Eurex Clearing AG yields that the ingoing and outgoing payments in respect of the CCP Transactions resulting from the Interest Rate Derivatives Compression Run would not offset within the applicable tolerance parameters.

2.6 Trade Netting and Accumulation

(1) Eurex Clearing AG may agree with a Clearing Member or a Basic Clearing Member upon the mutual cancellation ("**Netting**") and the accumulation of OTC Interest Rate Derivative Transactions provided that such OTC Interest Rate Derivative Transactions are part of the same Standard Agreement. In this case, the Netting and

accumulation shall be carried out on the basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Member or Basic Clearing Member.

(2) To the extent the OTC Interest Rate Derivative Transactions that are subject to netting or accumulation pursuant to Number 2.6.1 and 2.6.2 are DC-Related Transactions or UDC-Related Transactions, it is a matter of the relevant parties to agree, whether as a result of such Netting or accumulation, any CM-Customer Transactions shall be subject to netting or accumulation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such Netting or accumulation.

(3) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the Netting or accumulation instructions were given by the relevant Direct Client to the Clearing Member and whether a netting or accumulation of CM-Customer Transactions is contractually possible or valid.

2.6.1 Inclusion of OTC Interest Rate Derivative Transactions in the Netting and Accumulation Process

(1) All OTC Interest Rate Derivative Transactions are eligible for Netting provided that:

(a) the relevant Interest Rate Trade Criteria are identical; and

(b) for OTC Interest Rate Derivative Transactions to which a Clearing Member is party, OTC Interest Rate Derivative Transactions may not be netted with OTC Interest Rate Derivative Transactions booked on an account that belongs to a different Transaction Accounts Group or ISA Transaction Accounts Group.

"**Interest Rate Trade Criteria**" means the commercial terms of the relevant OTC Interest Rate Derivative Transactions, in particular:

1. With respect to IRS, ZCIS and OIS:

(i) the following basic criteria:

Product type, currency, Floating Rate Option (including, where applicable, the relevant Designated Maturity), termination date, all future payment dates, current applicable floating rate that has been fixed, fixed rate (except for rate blending), day count fraction convention (for each of the relevant fixed and/or floating rate payment obligations of each party), reset date, business day convention(s); and

(ii) the following additional criteria, as applicable:

(A) with respect to Interest Rate Stub Periods that have not expired:

stub period start date, stub period length, type of Interest Rate Stub Period, stub index tenors, manually provided first fixed floating rate;

(B) for floating rate swaps that have a schedule structure (including floating rate swaps with a variable notional amount, as applicable):

schedule structure (bullet/schedule), relative change of notional for each payment period (if applicable), future notional/floating rate/spread schedule start date for each forward period, future spread value for each forward period, future coupon rate for each forward period;

(C) for IRS to which Straight Compounding or Flat Compounding applies:

Compounding method, compounding spread, compounding frequency;

2. With respect to FRA:

Product type, currency, Floating Rate Option (including, where applicable, the relevant Designated Maturity), maturity date, payment date, current applicable floating rate, fixed rate (except for rate blending), day count convention, discount method, reset date, business day convention.

(2) With respect to the eligibility of OTC Interest Rate Derivative Transactions for accumulation, Paragraph (1) shall apply *mutatis mutandis*.

(3) OTC Interest Rate Derivative Transactions will be netted and/or accumulated if the OTC Interest Rate Derivative Transactions have been designated for Netting and/or accumulation, as the case may be, by the respective Clearing Member (or DC With System Access acting on behalf of the relevant Clearing Member) or by the respective Basic Clearing Member in the system of Eurex Clearing AG. Such designation shall be submitted no later than by 10:00 p.m. (Frankfurt am Main time) on the relevant Business Day.

2.6.2 Netting and Accumulation Procedure

(1) The OTC Interest Rate Derivative Transactions selected for Netting shall be netted with each other to the maximum extent possible on each Netting Level. Upon closing of the Netting, all OTC Interest Rate Derivative Transactions existing before the Netting that were included in the Netting are cancelled.

The remaining OTC Interest Rate Derivative Transactions for which there is no counterposition with which they can be netted may be accumulated and novated to one or more OTC Interest Rate Derivative Transaction(s) of the same Product Type with the aggregate notional amount of the accumulated OTC Interest Rate Derivative Transactions. The OTC Interest Rate Derivative Transactions existing before the accumulation that were included in the accumulation are cancelled.

(2) The OTC Interest Rate Derivative Transactions to be accumulated shall be novated to one or more OTC Interest Rate Derivative Transaction(s) of the same Product Type with the aggregate notional amount of the accumulated OTC Interest Rate

Derivative Transactions. The OTC Interest Rate Derivative Transactions that were accumulated shall be cancelled.

(3) "**Netting Levels**" are rule sets to be selected by each Clearing Member, Basic Clearing Member or DC With System Access (on behalf of such Clearing Member) for each Own Account, Basic Clearing Member Own Account, Client Transaction Account or ISA Transaction Account, respectively, defining to which degree trade criteria must match, where a higher level improves the netting efficiency by requiring a lower degree of matching trade criteria.

(4) The Netting and the accumulation, respectively, of the OTC Interest Rate Derivative Transactions will become effective when the OTC Trade Daily Summary Report, in which such event is included, is made available to the relevant Clearing Members and/or Basic Clearing Members.

2.7 Transfer of OTC Interest Rate Derivative Transactions, Account Transfer and Trade Amendment

(1) An OTC Interest Rate Derivative Transaction may be transferred in accordance with Paragraphs (3) to (8) and Numbers 2.7.1 and 2.7.2 below, as applicable, or amended in accordance with Number 2.7.3. The transfer of a Swap Transaction is subject to the FCM Regulations, provided that if the requirements for a transfer of a Swap Transaction pursuant to the FCM Regulations are met and a Clearing Member or Basic Clearing Member acts as the transferee (as agreed between the relevant transferor FCM Clearing Member and the transferee Clearing Member or Basic Clearing Member), an OTC Interest Rate Derivative Transaction between Eurex Clearing AG and such Clearing Member or Basic Clearing Member will be created hereunder by way of novation upon economic terms identical to the terms of such Swap Transaction.

(2) In addition, a Clearing Member may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to a New Clearing Member under the Elementary Clearing Model Provisions or ISA Provisions in accordance with Chapter I Part 1 Number 8.

(3) The transfer of an OTC Interest Rate Derivative Transaction will be performed against payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 2.1.6). Furthermore, the relevant Clearing Member(s) or Basic Clearing Member(s) or FCM Clearing Member(s) may specify in the system of Eurex Clearing AG an additional amount payable by the relevant other Clearing Member, Basic Clearing Member or FCM Clearing Member in connection with the transfer (in each case, as separately agreed between the relevant transferor and transferee). All amounts payable under this Paragraph (3) will be settled via Eurex Clearing AG.

(4) For any novation through which a transfer pursuant to Number 2.7 is to be made, the novation criteria as laid out in Part 1 Number 1.2.3 (1) 4., 5., 8. and 9. shall apply mutatis mutandis. Any such novation shall take effect when a respective OTC Trade

Daily Summary Report is made available to the relevant Clearing Members or Basic Clearing Members electronically via Eurex Clearing AG's system. The effectiveness of such novation vis-à-vis an FCM Clearing Member involved in such transfer is subject to the FCM Regulations.

(5) If the OTC Interest Rate Derivative Transaction to be transferred is an STM Interest Rate Derivative Transaction and no IRS STM Election is or has been made or no IRS STM Election is permitted with respect to the OTC Interest Rate Derivative Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c), the relevant OTC Interest Rate Derivative Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c) shall be established as a CTM Interest Rate Derivative Transaction and the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall not arise with respect to such Transaction.

(6) To the extent the OTC Interest Rate Derivative Transactions that are subject to a transfer or account transfer pursuant to Number 2.7.1 or 2.7.2 are DC-Related Transactions or UDC-Related Transactions it is a matter of the relevant parties to agree whether, as a result of such transfer or account transfer, any CM-Customer Transactions shall be created or be subject to a transfer or cancellation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such transfer.

(7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the transfer or account transfer instructions were given by the relevant Direct Client to the Clearing Member.

(8) Eurex Clearing AG may, subject to further restrictions set out in the systems of Eurex Clearing AG, offer a bulk transfer of two or more OTC Interest Rate DerivativeTransactions where the check in accordance with Part 1 Number 1.2.3 (1) Clause 8 whether the Clearing Member or Basic Clearing Member has delivered sufficient Eligible Margin Assets is performed on a net basis across all such OTC Interest Rate Derivative Transactions.

2.7.1 Transfer of an OTC Interest Rate Derivative Transaction to another Clearing Member, Basic Clearing Member or FCM Clearing Member

(1) Upon request of a Clearing Member or Basic Clearing Member or a DC With System Access (acting on behalf of the Clearing Member) entered into the system of Eurex Clearing AG, an OTC Interest Rate Derivative Transaction may be transferred from a Clearing Member or Basic Clearing Member to another Clearing Member or Basic Clearing Member holding the required Interest Rate Derivatives Clearing License. Number 2.7(6) applies.

(2) Any transfer or partial transfer of an OTC Interest Rate Derivative Transaction provided for in this Number 2.7.1 (1) and (2) may be effected by way of novation pursuant to Number 2.7 (4) and Chapter I Part 1 Number 1.2.2 (5).

(3) A Clearing Member or a Basic Clearing Member may with the consent of Eurex Clearing AG also transfer an OTC Interest Rate Derivative Transaction concluded with Eurex Clearing AG (for the purposes of this Number 2.7.1 (3) an "**Original Transaction**") to an FCM Clearing Member upon a prior agreement with such FCM Clearing Member. Any transfer of an Original Transaction shall occur by way of novation as follows:

(a) a Swap Transaction between the FCM Clearing Member and Eurex Clearing AG shall be established by way of novation on terms identical to such Original Transaction, subject to and in accordance with the FCM Regulations; and

(b) the parties to the relevant Original Transaction shall be released from their obligations to each other under such Original Transaction (except that any outstanding obligations relating to payments and deliveries that have become due, but have not been discharged on or before the date of novation shall continue to exist under the contractual provisions of the Original Transaction).

If the OTC Interest Rate Derivative Transaction to be transferred to an FCM Clearing Member is a DC-Related Transaction or UDC-Related Transaction, the relevant Clearing Member is obliged to obtain the required instruction from the relevant client before initiating any such transfer and the Clearing Member should agree on a bilateral basis that, as a result of such transfer, any such corresponding transaction shall be subject to a cancellation.

2.7.2 Account Management or Account Transfers

(1) Clearing Members and Basic Clearing Members may book OTC Interest Rate Derivative Transactions to or from any of their transaction accounts in accordance with this Number 2.7.2. Any booking will take place by way of novation pursuant to Number 2.7 (4) and Chapter I Part 1 Number 1.2.2 (5).

(2) Such bookings may also be made with respect to part of a OTC Interest Rate Derivative Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire OTC Interest Rate Derivative Transaction may be booked in accordance with Paragraph (1).

2.7.2.1 Account Management in case of Own Transactions, DC-Related Transactions and UDC-Related Transactions

Upon request of a Clearing Member, Eurex Clearing AG may book

(a) an Own Transaction from its Clearing Member Own Account to a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client (thereby becoming a DC-Related Transaction or UDC-Related Transaction), or

(b) a DC-Related Transaction or UDC-Related Transaction from a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With

System Access/Basic DC or Undisclosed Direct Client to its Clearing Member Own Account (thereby becoming an Own Transaction).

2.7.2.2 Account Transfer in case of a DC With System Access

(1) Upon request of a Clearing Member or a DC With System Access and subject to the consent of the Clearing Member, Eurex Clearing AG may book OTC Interest Rate Derivative Transaction that is a DC-Related Transaction from a Transaction Account relating to the relevant DC With System Access to a Transaction Account relating to another DC With System Access/Basic DC of the same Clearing Member.

(2) To the extent the request is not entered into Eurex Clearing AG's system by the relevant DC With System Access, the Clearing Member will be responsible for obtaining the relevant instruction from such DC With System Access separately.

2.7.3 Trade Amendment

A Clearing Member, Basic Clearing Member or a DC With System Access may, by means of an entry in Eurex Clearing AG's system, split OTC Interest Rate Derivative Transactions and assign new customer references to the new OTC Interest Rate Derivative Transactions resulting from the trade split provided that such new OTC Interest Rate Derivative Transactions are booked in the same account as the Transaction that existed before the trade split was made. As a result, new OTC Interest Rate Derivative Transactions will be created the aggregate nominal amount of which is equal to the nominal amount of the OTC Interest Rate Derivative Transaction that was split.

2.8 Early Termination

(1) An OTC Interest Rate Derivative Transaction may be early terminated in accordance with Paragraphs (2) to (6) and Numbers 2.8.1 to 2.8.2 below, as applicable.

(2) A Clearing Member or Basic Clearing Member may, with the consent of Eurex Clearing AG, terminate an OTC Interest Rate Derivative Transaction or, in case of a Clearing Member, convert a DC-Related Transaction into an Own Transaction of the Clearing Member in accordance with this Number 2.8.

(3) Any early termination pursuant to this Number 2.8 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members or Basic Clearing Members via Eurex Clearing AG's system.

(4) Without prejudice to the early termination provisions set out in this Number 2.8 and any termination rights a Clearing Member or Basic Clearing Member may have pursuant to Chapter I, Clearing Members or Basic Clearing Members have no right to exercise any early termination option under any OTC Interest Rate Derivative Transaction and no mandatory early termination shall apply to a OTC Interest Rate Derivative Transaction. This paragraph shall not restrict the parties to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of OTC Interest Rate Derivative Transactions.

(5) To the extent the OTC Interest Rate Derivative Transactions that are subject to an early termination pursuant to this Number 2.8 are DC-Related Transactions or UDC-Related Transactions, it is the responsibility of the relevant parties to agree on a bilateral basis that, as a result of such early termination, any CM-Customer Transaction shall be early terminated.

(6) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the termination instructions were given by the relevant Direct Client to the Clearing Member.

2.8.1 Conversion of DC-Related Transactions into Own Transactions

(1) A Clearing Member may convert a DC-Related Transaction into an Own Transaction of the Clearing Member. Such conversion may also be effected with respect to part of a DC-Related Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire DC-Related Transaction may be converted. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(2) An OTC Interest Rate Derivative Transaction converted into an Own Transaction pursuant to Paragraph (1) will be credited to the Clearing Member Own Account. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(3) The provisions relating to the termination or close-out as a result of a default of the DC With System Access/Basic DC set out in Chapter I shall not be affected by the provisions of this Number 2.8.1.

2.8.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions

An OTC Interest Rate Derivative Transaction may only be terminated (i) together with (x) an OTC Interest Rate Derivative Transaction between Eurex Clearing AG and another Clearing Member or Basic Clearing Member which has identical terms or (y) a Swap Transaction between Eurex Clearing AG and an FCM Clearing Member that was concluded as an Own Transaction or an FCM Client Transaction (each as defined in the FCM Regulations) of such FCM Clearing Member and which has corresponding terms, (ii) against the payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 2.1.5) and (iii) provided that:

(a) Eurex Clearing AG and the relevant Clearing Member(s), Basic Clearing Member(s) and/or FCM Clearing Member (as applicable) have given their consent to such termination;

(b) the relevant Clearing Member(s), Basic Clearing Member(s) and/or FCM Clearing Member (as applicable) were a party to the Original OTC Interest Rate Derivative Transaction; and

(c) the OTC Interest Rate Derivative Transaction(s) created upon novation of the Original OTC Interest Rate Derivative Transaction were not subject to (i) any netting or accumulation pursuant to Number 2.6 or (ii) a transfer or trade amendment

pursuant to Number 2.7 or (iii) in case a Swap Transaction (as defined in the FCM Regulations) had been created upon novation of the Original OTC Transaction, such Swap Transaction was not subject to any netting, accumulation, transfer or trade amendment pursuant to Chapter II Number 2.6 to 2.8 of the FCM Regulations.

If the relevant Clearing Member(s), Basic Clearing Member(s) and/or FCM Clearing Member (as applicable) have given their consent to the termination request in accordance with Number 2.8.2 lit. (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

A termination pursuant to this Number 2.8.2 may also be effected with respect to part of an OTC Interest Rate Derivative Transaction except for IRS with a notional, fixed rate or floating rate spread schedule in which case only the entire OTC Interest Rate Derivative Transaction may be terminated.

All amounts payable under this Number 2.8.2 will be settled via Eurex Clearing AG.

2.9 Use of Data provided by Eurex Clearing AG

The Clearing Member (who shall also procure that its DCs With System Access and Basic DCs consent accordingly), and the Basic Clearing Member consents not to use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of fulfilling its own obligations vis-à-vis its customers relating to corresponding OTC interest rate derivative transactions or in order to comply with an obligation vis-à-vis a competent regulatory authority.

Part 3 Clearing of OTC FX Transactions

3.1 General Provisions

3.1.1 Applicable General Provisions

The general provisions of Part 1 apply to the following types of foreign exchange transactions, each traded over the counter and be cleared by Eurex Clearing AG, except where deviating or supplementary provisions for OTC FX Transactions are set out in this Part 3: all foreign exchange spot transactions (the bilateral transactions the "**Original OTC FX Spot Transactions**" and the transactions resulting from an inclusion in the Clearing, the "**OTC FX Spot Transactions**"), all foreign exchange swap transactions (the bilateral transactions the "**Original OTC FX Swaps**" and the transactions resulting from an inclusion in the Clearing, the "**OTC FX Swaps**") and all foreign exchange forward transactions traded over-the-counter (the bilateral transactions the "**Original OTC FX Forwards**" and the transactions resulting from an inclusion in the Clearing, the "**OTC FX Forwards**").

The Original OTC FX Spot Transactions, the Original OTC FX Swaps and the Original OTC FX Forwards shall be the "**Original OTC FX Transactions**", and the OTC FX Spot Transactions, the OTC FX Swaps and the OTC FX Forwards shall be the "**OTC FX Transactions**".

3.1.2 Determination of Transactions to be included in the Clearing; Additional Terms

(1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 3.1.5.1 below, Eurex Clearing AG determines the Original OTC FX Transactions to be included in the Clearing of Eurex Clearing AG.

(2) Where a Trade Record transmitted via an ATS containing an Original OTC FX Transaction recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Number 3.2 below, such as e.g. optional or mandatory early termination provisions, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to an OTC FX Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

3.1.3 OTC Currency Products Clearing License

The OTC Clearing License granted for the Clearing of OTC FX Transactions, OTC XCCY Transactions (as defined in Part 4 Number 4.1.1) and OTC NDF Transactions (as defined in Part 5 Number 5.1.1) (the "**OTC Currency Products Clearing License**") entitles

(A) the relevant General Clearing Member to clear (i) OTC FX Transactions that are Own Transactions or Client-Related Transactions (except for ECM CASS Transactions (as defined in Chapter I Part 2 Subpart D Number 2) and ISA CASS

Transactions (as defined in Chapter I Part 4 Number 14)) under the Elementary Clearing Model Provisions or the ISA Provisions, as applicable, (ii) subject to Part 4 Number 4.1.3, OTC XCCY Transactions that are Own Transactions or Client-Related Transactions (except for ECM CASS Transactions (as defined in Chapter I Part 2 Subpart D Number 2) and ISA CASS Transactions (as defined in Chapter I Part 4 Number 14)) under the Elementary Clearing Model Provisions or the ISA Provisions, as applicable, and (iii) subject to Part 5 Number 5.1.3, OTC NDF Transactions that are Own Transactions or Client-Related Transactions (except for ECM CASS Transactions (as defined in Chapter I Part 2 Subpart D Number 2) and ISA CASS Transactions (as defined in Chapter I Part 4 Number 14)) under the Elementary Clearing Model Provisions or the ISA Provisions, as applicable;

(B) the relevant Direct Clearing Member to clear, under the Elementary Clearing Model Provisions, (i) OTC FX Transactions that are Own Transactions, (ii) subject to Part 4 Number 4.1.3, OTC XCCY Transactions that are Own Transactions and (iii) subject to Part 5 Number 5.1.3, OTC NDF Transactions that are Own Transactions. The general requirements for obtaining a Clearing License set out in Chapter I Part 1 shall apply subject to the provisions set out in this Chapter VIII. In addition, the applicant applying for an OTC Currency Products Clearing License shall meet the following requirements:

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

(2) With the respect to OTC Currency Transactions, the applicant can make payments to and receive payments from Eurex Clearing AG in the currencies of the Currency Pairs (as defined in Number 3.1.5.1 (2)) through the **CLS CCP Service**.

"**CLS CCP Service**" means the settlement system operated by US-based CLS Bank International ("**CLS Bank**") for central counterparties to facilitate the settlement of and to mitigate the settlement risk associated with cleared foreign exchange and cross currency products which the central counterparties clear for their clearing members.

(3) The applicant provides a confirmation that a license agreement is concluded between the applicant and Swaps Monitor Publications, Inc., New York for the usage of data to determine the relevant Business Day and the relevant OTC NDF Business Day.

(4) With resepect to OTC Currency Trandactions, in addition to the cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 (4) (b) the applicant maintains at all times at least one account with a CLS nostro bank for each of the currencies of the Currency Pairs (each such bank a "**CLS Nostro Bank**") regardless of whether or not the applicant actually enters into OTC Currency Transactions in the relevant Currency Pair (the "**Currency Products Cash**

Accounts" and each a "**Currency Products Cash Account**"). Chapter I Part 1 Number 2.1.2 (4) (b) (ff) (i) shall apply *mutatis mutandis* to the CLS Nostro Bank. The applicant is allowed to nominate one (but not more than one) CLS Nostro Bank for each of the currencies of the Currency Pairs at any given point in time with respect to the Clearing of OTC Currency Transactions pursuant to this Part 3 and Part 4.

(5) With resepect to OTC Currency Trandactions, the applicant provides evidence that each Currency Products Cash Account is established with a CLS Nostro Bank which has been recognised and approved by Eurex Clearing AG (such recognition and approval is subject to, *inter alia*, the successful participation in the Testing and Trialling by all the applicant's CLS Nostro Banks).

(6) With resepect to OTC Currency Trandactions, the applicant has entered into an agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 13 (the "**FX Swap Line Agreement**").

(7) With respect to OTC NDF Transactions, in addition to the cash accounts required pursuant to Chapter I Part 1 Number 2.1.2 (4) (b), the applicant maintains a bank cash account in USD that is established with a Settlement Bank.

If evidence of meeting any of the above requirements (or any of the requirements set out in Part 4 Number 4.1.3 or Part 5 Number 5.1.3) that relate to a particular Transaction Type is not provided, Eurex Clearing AG will not conduct the Clearing of Transactions of the relevant Clearing Member that fall within such Transaction Type.

3.1.4 CTM FX Transactions and STM FX Transactions

(1) A Clearing Member may, by way of an FX STM Election, elect that all (but not some only) of its STM Eligible FX Transactions under a particular Standard Agreement shall be cleared as STM FX Transactions. In the case of Existing STM Eligible FX Transactions, the CTM FX Transactions shall be established as STM FX Transactions on the FX STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible FX Transactions, the OTC FX Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM FX Transactions upon such novation pursuant to Paragraph (3) below. In the case of Transfer STM Eligible FX Transactions, the OTC FX Transactions created by way of novation pursuant to Number 3.8 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) shall be converted into STM FX Transactions upon such novation pursuant to Paragraph (4) below.

(2) If an FX STM Election is made, all Existing STM Eligible FX Transactions under the relevant Standard Agreement shall be amended on the FX STM Effective Date as follows:

(a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 3.2.1 (4) shall arise under the relevant STM FX Transaction; and

(b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible FX Transaction and with respect to which a Redelivery Claim exists immediately prior to the FX STM Effective Date shall be rededicated as FX STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM FX Transaction as of the Business Day immediately preceding the FX STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible FX Transaction shall expire.

(3) If an FX STM Election is made, the relevant Original STM Eligible FX Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the FX STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 3.2.1 (4) shall arise under the relevant STM FX Transaction.

(4) If an FX STM Election is made, the relevant Transfer STM Eligible FX Transaction shall be amended upon the effectiveness of the novation pursuant to Number 3.8 in connection with Chapter I Part 1 Number 1.2.2(5) (c) (provided the point in time of such effectiveness falls on or after the STM FX Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall arise under the relevant STM FX Transaction.

(5) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 3.2.1 (4) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM FX Transaction.

(6) For the purposes of this Chapter VIII,

(a) "**CTM FX Transaction**" means an OTC FX Transaction in respect of which the Variation Margin Requirement and FX PAI as set out in Number 3.1.7 (2) and (3) apply.

(b) "**Existing STM Eligible FX Transaction**" means a CTM FX Transaction that is an Own Transaction and was created as a CTM FX Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the FX STM Election.

(c) "**Original STM Eligible FX Transaction**" means, an Own Transaction that is an OTC FX Transaction and is created by way of novation pursuant to Part 1 Number 1.2.1.

(d) "**FX STM Effective Date**" means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the FX STM Election.

(e) "**FX STM Election**" means the election by the Clearing Member that all (but not some only) of its OTC FX Transactions under a particular Standard Agreement shall be Settled-to-Market.

(f) "**STM Eligible FX Transactions**" means, with respect to a Clearing Member, all of its (i) Existing STM Eligible FX Transactions and (ii) Original STM Eligible FX Transactions.

(g) "**Transfer STM Eligible FX Transaction**" means an OTC FX Transaction that is created by way of novation pursuant to Number 3.8 in connection with Chapter I Part 1 Number 1.2.2 (5) (c).

(7) If, in case of a default of a Clearing Member, STM FX Derivative Transactions are ported to a Replacement Clearing Member by way of assumption of contract (Vertragsübernahme) in accordance with the porting provisions of Chapter I applicable to the relevant Standard Agreement, and the relevant Replacement Clearing Member does not support the FX STM Election with regard to the relevant Standard Agreement, then upon the porting becoming effective, (i) the affected STM FX Derivative Transactions shall be amended to become CTM FX Derivative Transactions and (ii), in respect of each relevant transaction, an amount equal to the FX STM Amount that would have been payable by the relevant party on the Last FX STM Amount Payment Date if the effective date of the porting had been the Last FX STM Amount Payment Date shall constitute (or, as relevant, be added to) a Redelivery Claim (in respect of Variation Margin) of the other party.

3.1.5 Novation Criteria and Process Regarding OTC FX Transactions

With regard to the novation of OTC FX Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

3.1.5.1 Transaction Type Specific Novation Criteria and terms for OTC FX Transactions

The following Transaction Type specific novation criteria must be fulfilled for OTC FX Transactions (based on the trade record transmitted to Eurex Clearing AG via the relevant ATS). To the extent the values are actually reflected in the OTC Trade Novation Report of an OTC FX Transaction, they shall form the basis of the respective OTC FX Transaction.

(1) Categories of OTC FX Transactions

The OTC FX Transactions must be either (i) an OTC FX Spot Transaction, (ii) an OTC FX Forward or (iii) an OTC FX Swap.

(2) Currency pairs

The currency pair ("**Currency Pair**") must be either (i) EUR/USD or (ii) GBP/USD.

(3) Payment types

The payments to be made by the parties with respect to the relevant OTC FX Transaction are defined at the conclusion of the contract as are the fees and other payments, if applicable. In case of a termination, fees are settled one day after the termination date. In case of maturity, fees are settled on the maturity date.

(4) Maximum remaining term

The remaining term of an OTC FX Transaction from the date of novation to the termination date must be (i) in case of an OTC FX Spot Transaction, no more than 2 Business Days, (ii) in case of an OTC FX Forward no more than 2 years and (iii) in case of an OTC FX Swap, no more than 2 years for the far leg; as regards the remaining term of the near leg there must be a period of at least 1 Business Day between the near leg and the far leg of the relevant OTC FX Swap. The termination date and a Business Day for the Currency Pair EUR/USD, must be a TARGET Settlement Day, a CLS Settlement Day and a New York Business Day ("**EUR/USD Business Day**") and, for the Currency Pair GBP/USD, a TARGET Settlement Day, a CLS Settlement Day, a London Business Day and a New York Business Day ("**GBP/USD Business Day**" and together with EUR/USD Business Day, a "**Relevant Currency Pair Business Day**").

"**CLS Settlement Day**" means a day on which the CLS CCP Service is open.

(5) Minimum remaining term

The minimum period of an OTC FX Transaction between the date of novation and the termination date must be at least one Business Day which for the Currency Pair EUR/USD, must be a TARGET Settlement Day, a CLS Settlement Day and a New York Business Day and, for the Currency Pair GBP/USD, a TARGET Settlement Day, a CLS Settlement Day, a London Business Day and a New York Business Day.

(6) Notional amount

Any notional amount under an OTC FX Transaction (in the case of OTC FX Swaps, in respect of each leg) denominated in EUR, USD or GBP must be at least 0.01.

(7) Business Days

Any dates specified under an OTC FX Transaction as dates on which an action (including a payment) shall occur, (i) for the Currency Pair EUR/USD, must be a TARGET Settlement Day, a CLS Settlement Day and a New York Business Day, and (ii) for the Currency Pair GBP/USD, a TARGET Settlement Day, a CLS Settlement Day, a London Business Day and a New York Business Day.

(8) Start date

OTC FX Transactions may not start in the past (backloading).

(9) If Original OTC FX Transactions containing break clauses (*Kündigungsrechte*) (including, but not limited to optional and/or mandatory early termination rights) are

submitted to Eurex Clearing AG for clearing, such break clauses will not become part of the OTC FX Transactions.

3.1.5.2 Documentation of Original OTC FX Transactions

Irrespective of the master agreement and/or the applicable contractual definitions of the Original OTC FX Transaction, the provisions of these Clearing Conditions shall apply to each OTC FX Transaction on the basis of the relevant OTC Trade Novation Report.

3.1.5.3 Bulk Backloading of Original OTC FX Transactions

(1) An Original OTC FX Transaction that has a Trade Date which falls more than three Business Days prior to the date of submission to Eurex Clearing AG and in respect of which the initial exchange of payments has already been settled bilaterally will be considered as a backloaded trade ("**Bulk Backloaded Original OTC FX Transaction**").

(2) The novation and clearing process for Bulk Backloaded Original OTC FX Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.

(3) Bulk Backloaded Original OTC FX Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC FX Transactions which are submitted prior to 3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.

(4) The novation process for OTC Bulk Backloaded Original Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.

(5) At 3:00 p.m. and 5:00 p.m. (each Frankfurt am Main time) on each Business Day, Eurex Clearing AG will make available to the Clearing Member and the DC With Sytem Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) a preliminary report indicating the Bulk Backloaded Original OTC FX Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 3.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.

(6) Bulk Backloaded Original OTC FX Transactions which, on the day of submission, fulfil all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).

(7) For Bulk Backloaded Original OTC FX Transactions which, on the day of submission, fulfil all novation criteria except for the provision of the Eligible Margin Assets necessary to cover the margin requirement Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made

available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account of the Clearing Member in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the margin requirement referred to in the foregoing sentence relates and accordingly will constitute Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions or Margin delivered by the Clearing Member pursuant to the ISA Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG).

(8) A Clearing Member or a DC With System Access (acting on behalf of the Clearing Member) may subsequently cancel the submission with respect to any Bulk Backloaded Original OTC FX Transaction submitted to Eurex Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that

(i) the cancellation request is entered by the Clearing Member or the DC With System Access into the system of, and received by, Eurex Clearing AG, and

(ii) each, the responsible Clearing Member, in case the request is entered by a DC With System Access, and the other Clearing Member that is a party to the relevant Transaction has given its prior consent in the system of Eurex Clearing AG to such cancellation request.

3.1.6 Daily Evaluation Price and Discounting of Future Cashflows

(1) Eurex Clearing AG determines the daily evaluation price on the basis of the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider as of the day of the determination of the daily evaluation price (the respective quotes and third party provider to be selected at the reasonable discretion (*billiges Ermessen*) of Eurex Clearing AG).

(2) If an FX PAI Switch and/or an FX PAA Switch occurs that necessitates a switch of the relevant discount curves used for the determination of the daily evaluation prices in accordance with Paragraph (1) (such switch an "**OTC FX Discounting Switch**"), any change of the daily evaluation price induced by the OTC FX Discounting Switch shall give rise to an offsetting cash compensation claim from Eurex Clearing against the respective Clearing Member (or vice versa, as applicable) that is equal but opposite to the Variation Margin requirement or the FX STM Amount requirement (as applicable) following from the change in the daily evaluation price induced by the OTC FX Discounting Switch. Such offsetting cash compensation claim shall be due and payable upon determination thereof by Eurex Clearing AG, but no earlier than on the effective date of the OTC FX Discounting Switch.

3.1.7 Margin Requirements

The basic provisions for the margin requirements are set forth in Chapter I Part 1 Number 3 together with Chapter I Part 2 Subpart A Numbers 4 and 5, Subpart B Numbers 5 and 6 and Subpart C Numbers 6 and 7 and Chapter I Part 4 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

(1) With respect to CTM FX Transactions, the applicable Margin Type shall be Initial Margin and Settlement Compensation Margin (as defined in Paragraph (5) below) and the provisions on Variation Margin set out in this Part 3 in conjunction with Part 1 and Chapter I apply, provided that Variation Margin shall be provided in USD cash amounts only. With respect to STM FX Transactions the applicable Margin Type shall be Initial Margin and Settlement Compensation Margin and the provisions on Variation Margin do not apply.

(2) The Variation Margin Requirement and/or any Redelivery Amount (each as defined in Chapter I Part 2 Subpart A Number 5 or Part 4 Number 7), as the case may be, for OTC FX Transactions and CTM FX Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (as set out in Number 3.1.6) as follows: For each outstanding OTC FX Transaction entered into prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the OTC FX Transaction on the relevant Business Day and the previous Business Day. For OTC FX Transaction entered into on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The Variation Margin Requirement and/or any Redelivery Amount shall be calculated in USD with respect to each CTM FX Transaction in accordance with the following formula:

$$\boldsymbol{VM_{\$}(t) = NPV_{\$}(t) - NPV_{\$}(t-1) + DCF_{\$}(t-1,t) - DCF_{\$}(t,t+1)}$$
$$\boldsymbol{+DCF_{€;£}(t-1,t)\cdot FX(t-1) - DCF_{€;£}(t,t+1)\cdot FX(t)}$$

where:

$\boldsymbol{FX(t)}$ denotes the FX spot rate at time t for EUR/USD or GBP/USD;

DCF(t,t+1) denotes trade related cash flows in the respective currency at time t+1 discounted to time t with the relevant currency-dependent discount factor; and

NPV(t) denotes the net present value of the trade at time t.

(3) In addition to Variation Margin, and as part of the primary payment obligations of CTM FX Transactions, interest (the so-called price alignment interest ("**FX PAI**"))

shall be payable on the cumulative Variation Margin at the applicable overnight interest rate.

(a) FX PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin over the lifetime of the respective FX portfolio. The cumulative Variation Margin of the previous Business Day corresponds to the value of the respective FX portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member's perspective, the value of the FX portfolio is positive, Eurex Clearing AG will charge FX PAI to the Clearing Member. If the overnight interest rates are positive and from a Clearing Member's perspective, the value of the FX portfolio is negative, Eurex Clearing AG will credit FX PAI to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG (i) will credit FX PAI to the Clearing Member if, from a Clearing Member's perspective, the value of the FX portfolio is positive and (ii) will charge FX PAI to the Clearing Member if, from a Clearing Member's perspective, the value of the FX portfolio is negative.

FX PAI shall be calculated and payable on each Business Day with respect to each CTM FX Transaction in accordance with the following formula:

$$\boldsymbol{FX\ PAI(T)\ =\ -MtM_exCF(T-1)\ *\ ONR(T-1,T)\ *\ YF(T,T+1)}$$

where:

"$\boldsymbol{MtM_exCF(T-1) = MtM(T-1) - DCF(T-1,T)}$" is the present value of the previous Business Day excluding today's trade related cash flows discounted to T-1;

"$\boldsymbol{ONR(T-1,T)}$" is the overnight rate valid from the previous Business Day to today; and

"$\boldsymbol{YF(T,T+1)}$" the year fraction from today to the next Business Day.

(b) The relevant index to determine the FX PAI is SOFR (as defined in Part 2 Number 2.2.5).

Eurex Clearing AG may switch the index to determine the FX PAI by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or by way of applying the provisions laid out in Part 1 Number 1.8.2 (each an "**FX PAI Switch**"). Eurex Clearing AG may postpone the effective date of an FX PAI Switch by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or, if a Termination Event with respect to a Clearing Member, a Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, an Insolvency Termination Event with respect to a Clearing Member, an Insolvency Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event occurs and Eurex Clearing AG deems that such event may have an adverse

impact on the proper course of the implementation of an FX PAI Switch, by publishing an announcement in accordance with Chapter I Part 1 Number 16.1.

(4) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 (1) (a) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa) and (2) (c) apply (subject to any limitations on set-off set out in any other applicable Part of Chapter I).

(5) Eurex Clearing AG shall be entitled to demand at any time during a Business Day from a Clearing Member margin in the form of Eligible Margin Assets in an amount determined by Eurex Clearing AG to be adequate to compensate Eurex Clearing AG for any costs and/or expenses which it may incur in connection with the hedging of Relevant FX/XCCY Payments and payments to be made by the Clearing Member to Eurex Clearing AG in respect of FX Hedging Transaction(s) of the next 15 Business Days of a Clearing Member if a Termination Date were to occur with respect to such Clearing Member (the "**Settlement Compensation Margin**"). Any Settlement Compensation Margin requested by Eurex Clearing AG will increase the relevant margin requirement pursuant to the applicable Part of Chapter I. Settlement Compensation Margin shall be provided by the Clearing Member in accordance with the rules in the Elementary Clearing Model Provisions and the ISA Provisions, respectively, applicable with respect to the provision of Margin for the relevant Initial Margin Account, Internal ISA Margin Account, or ISA Sub Pool, as relevant, for which Eurex Clearing has requested the Settlement Compensation Margin and shall, when so provided, constitute Margin under the Elementary Clearing Model Provisions and Margin under the ISA Provisions, respectively.

(6) Any payments in respect of Variation Margin, FX PAI and trade related fees to be made by the Clearing Member to Eurex Clearing AG shall be made on a net basis and directly to the relevant CLS Central Bank Account through the CLS CCP Service.

Any payments in respect of Variation Margin and FX PAI to be made by Eurex Clearing AG to the Clearing Member shall be made on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

"**CLS Central Bank Accounts**" means the accounts (i) which CLS Bank maintains with each of the central banks controlling one of the currencies of the relevant Currency Pair and which (ii) Eurex Clearing AG designates for payments directly and indirectly related to the settlement of OTC Currency Transactions and each such account a "**CLS Central Bank Account**".

3.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6.

3.1.9 Determination of payments on net basis and effectiveness of underlying netting

Where in this Part 3 a payment is specified to be made "on a net basis", this shall relate to any payment made through the CLS CPP Service pursuant to this Part 3, Part 4 and

the FX Swap Line Agreement which is also specified to be made on a net basis, provided that any netting (*Verrechnung*) across more than one Standard Agreement of any individual payment obligations of Eurex Clearing AG or the Clearing Member that are included in such net payment obligation shall only become effective if and when such net payment obligation has been satisfied (and if, as a result of such netting, no net payment obligation or net payment receivable arises, upon the completion of the settlement cycle of the CLS CCP Service on such Business Day).

3.2 Product-related terms for OTC FX Transactions

The following product-related terms shall apply to OTC FX Transactions.

3.2.1 Payment obligations

(1) The relevant Clearing Member and Eurex Clearing AG shall pay the amounts payable under and in accordance with the terms of the relevant OTC FX Transaction as specified in the relevant OTC Trade Novation Report and which are as follows:

(a) subject to Number 3.4.3.2, with respect to OTC FX Spot Transactions, one party shall pay to the other party on the relevant Settlement Date the Currency A Amount against the payment of a corresponding amount in the other currency of the Currency Pair at the applicable FX rate as specified in the relevant OTC Trade Novation Report;

"**Currency A Amount**" means an amount in one currency of the relevant Currency Pair.

"**Settlement Date**" means any date agreed between the relevant Clearing Member and Eurex Clearing AG with respect to the relevant OTC Currency Transaction subject in each case to the provisions of Number 3.1.5.1 (4) and (5) and Number 4.1.5.1 (4) and (5), as the case may be.

(b) subject to Number 3.4.3.2, with respect to OTC FX Forwards, one party shall pay to the other party on the relevant Settlement Date the Currency A Amount against the payment of a corresponding amount in the other currency of the Currency Pair at the applicable FX rate as specified in the relevant OTC Trade Novation Report;

(c) subject to Number 3.4.3.2, with respect to OTC FX Swaps, (i) under the near leg of the relevant OTC FX Swap one party ("**OTC FX Party A**") shall pay to the other party ("**OTC FX Party B**") on the relevant Settlement Date for the near leg the Currency A Amount against the payment by OTC FX Party B of a corresponding amount in Currency B at the applicable FX rate for the near leg as specified in the relevant OTC Trade Novation Report and (ii) under the far leg of the relevant OTC FX Swap OTC FX Party B shall pay OTC FX Party A on the relevant Settlement Date for the far leg the Currency A Amount against the payment by OTC FX Party A of a corresponding amount in Currency B at the applicable FX rate for the far leg as specified in the relevant OTC Trade Novation Report; both the near leg and the far leg of the OTC FX Swap are entered into simultaneously;

"**Currency B**" means the respective other currency of the relevant Currency Pair (as opposed to the currency of the Currency A Amount).

(2a) If any date on which a payment is due under an OTC FX Transaction is or becomes a non-Business Day (in accordance with the Business Days specified under the OTC FX Transaction), then the relevant payment shall be made on the first following day that is a Business Day.

(2) (a) Where the pay-in cash flows in a relevant currency on a settlement date exceed a certain threshold, the amount of such excess shall be prefunded by the Clearing Member in accordance with the following provisions:

The Clearing Member shall pay to Eurex Clearing AG as cover for the payment obligations of the Clearing Member pursuant to Paragraph (1)

(A) resulting in the CM USD Total Settlement Amount, the USD Prefunding Amount; and

(B) resulting in the CM GBP Total Settlement Amount, the GBP Prefunding Amount

(the GBP Prefunding Amount and the USD Prefunding Amount, each a "**Prefunding Amount**").

"**CM USD Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM USD Total Settlement Amounts of such Clearing Member.

"**TAG CM USD Total Settlement Amount**" means the amount of the payments to be made or to be received (calculated on a net basis) on the same Settlement Date by a Clearing Member in respect of (i) all OTC Currency Transactions in USD that relate to the same Transaction Accounts Group or ISA Transaction Accounts Group and (ii) with respect to a Proprietary Transaction Accounts Group, also all FX Hedging Transactions in USD; if such net amount results in a payment (a) to be made by the Clearing Member, such net amount shall be expressed as a negative figure or (b) to be received by the Clearing Member, such net amount shall be expressed as a positive figure.

"**CM GBP Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM GBP Total Settlement Amounts of such Clearing Member.

"**TAG CM GBP Total Settlement Amount**" means the amount of payments to be made or to be received (calculated on a net basis) on the same Settlement Date by a Clearing Member in respect of (i) all OTC Currency Transactions in GBP that relate to the same Transaction Accounts Group or ISA Transaction Accounts Group and (ii) with respect to a Proprietary Transaction Accounts Group, all FX Hedging Transaction in GBP; if such net amount results in a payment (a) to be made by the Clearing Member, such net amount shall be

expressed as a negative figure or (b) to be received by the Clearing Member, such net amount shall be expressed as a positive figure.

"**USD Prefunding Amount**" means, with respect to a Clearing Member and a Settlement Date, the higher of the USD Prefunding Amount Without SVM and the USD Prefunding Amount With SVM.

"**USD Prefunding Amount Without SVM**" means, with respect to a Clearing Member and a Settlement Date,

(i) the CM USD Pay-In Verification Total Settlement Amount, provided that, for the purposes of this calculation, (A) if such amount is a positive figure, the CM USD Pay-In Verification Total Settlement Amount shall be zero and (B) if such amount is a negative figure, the CM USD Pay-In Verification Total Settlement Amount shall be the absolute figure of such negative amount,

minus

(ii) the USD Pay-In Limit,

provided that if the result is a negative amount, the USD Prefunding Amount Without SVM shall be zero.

"**CM USD Pay-In Verification Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM USD Pay-In Verification Total Settlement Amounts of such Clearing Member (the resulting amount can be a positive or a negative figure).

"**TAG CM USD Pay-In Verification Total Settlement Amount**" means the TAG CM USD Total Settlement Amount, provided that with respect to a Client Transaction Accounts Group or ISA Transaction Accounts Group this amount shall be zero if the TAG CM USD Total Settlement Amount relating to such Client Transaction Accounts Group or ISA Transaction Accounts Group is a positive figure.

"**USD Prefunding Amount With SVM**" means, with respect to a Clearing Member and a Settlement Date,

(i) the CM USD SVM Pay-In Verification Total Settlement Amount, provided that, for the purposes of this calculation, (A) if such amount is a positive figure, the CM USD SVM Pay-In Verification Total Settlement Amount shall be zero and (B) if such amount is a negative figure, the CM USD SVM Pay-In Verification Total Settlement Amount shall be the absolute figure of such negative amount,

minus

(ii) the sum of (x) the USD Pay-In Limit and (y) the NPV Change Buffer,

provided that if the result is a negative amount, the USD Prefunding Amount With SVM shall be zero.

"**CM USD SVM Pay-In Verification Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM USD SVM Pay-In Verification Total Settlement Amounts of such Clearing Member.

"**TAG CM USD SVM Pay-In Verification Total Settlement Amount**" means the TAG CM USD Total Settlement Amount minus the Stressed NPV Change Amount, provided that, with respect to a Client Transaction Accounts Group or ISA Transaction Accounts Group, if this calculation results in a positive figure, this amount shall be zero.

"**USD Pay-In Limit**" means, for payment obligations of a particular Clearing Member payable through the CLS CCP Service in USD in respect of all OTC Currency Transactions and FX Hedging Transactions and a Settlement Date (calculated on a net basis), an amount equal to the applicable USD Pay-Out Limit subject to any amendments pursuant to the following sentence. Each USD Pay-In Limit can be amended by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) at any time by either increasing or reducing it. If the amendment results in a reduction of the relevant USD Pay-In Limit, then Eurex Clearing AG is required to give at least three (3) months' prior notice to the relevant Clearing Member unless there are exceptional circumstances which require a shorter notice period in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty, in particular taking into account the notional exposures of the Clearing Member's relevant OTC Currency Transactions and the resulting amount of Variation Margin to be settled through the CLS CCP Service, in which case the notice period can be less than three (3) months.

"**NPV Change Buffer**" means with respect to a Settlement Date and a Clearing Member:

(i) an amount in USD equal to the fraction of (A) the Aggregate Alternative Liquidity Amount (numerator) and (B) the number of Relevant Nostro Cover-2 Clearing Members (denominator); or

(ii) if Eurex Clearing AG determines that a calculation in accordance with item (i) is not possible or not permissible, an amount in USD equal to the product of (A) the FX Swap Line Maximum Amount for USD and (B) the Buffer Factor.

Eurex Clearing AG will inform the Clearing Members from time to time in accordance with the procedure set out in Chapter I Part 1 Number 17.2 if the NPV Change Buffer shall be calculated in accordance with item (ii) and of any subsequent switch between the two calculation methods.

If item (i) above applies or, in the case of an application of item (ii) above, the Buffer Factor is amended, Eurex Clearing AG will determine the applicable NPV Change Buffer for each Clearing Member on the first Business Day of each

calendar quarter for such calendar quarter and will notify the Clearing Members of their applicable NPV Change Buffers. If the NPV Change Buffer is calculated in accordance with item (ii) above, (x) an adjustment of the FX Swap Line Maximum Amount will result in a change of the NPV Change Buffer and (y) in case of an Adjustment Postponement, the revised NPV Change Buffer will only become effective at the same time as the adjusted FX Swap Line Maximum Amount.

"**Aggregate Alternative Liquidity Amount**" means, as determined by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*), the aggregate amount (in USD) of swap lines (other than from any FX Swap Line Agreement) available to Eurex Clearing AG.

"**Relevant Nostro Cover-2 Clearing Members**" means, as determined by Eurex Clearing, such Clearing Members that maintain their Currency Products Cash Accounts for USD with the two CLS Nostro Banks with which the largest numbers of Clearing Members maintain their Currency Products Cash Accounts in USD.

"**Buffer Factor**" means 0.10, subject to amendments by Eurex Clearing AG from time to time in accordance with the procedure set out in Chapter I Part 1 Number 17.2.

"**GBP Prefunding Amount**" means, with respect to a Clearing Member and a Settlement Date,

(i) the CM GBP Pay-In Verification Total Settlement Amount, provided that, for the purposes of this calculation, (A) if such amount is a positive figure, the CM GBP Pay-In Verification Total Settlement Amount shall be zero and (B) if such amount is a negative figure, the CM GBP Pay-In Verification Total Settlement Amount shall be the absolute figure of such negative amount,

minus

(ii) the GBP Pay-In Limit,

provided that if the result is a negative amount, the GBP Prefunding Amount shall be zero.

"**CM GBP Pay-In Verification Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM GBP Pay-In Verification Total Settlement Amounts of such Clearing Member (the resulting amount can be a positive or a negative figure).

"**TAG CM GBP Pay-In Verification Total Settlement Amount**" means the TAG CM GBP Total Settlement Amount, provided that with respect to a Client Transaction Accounts Group or ISA Transaction Accounts Group this amount shall be zero if the TAG CM GBP Total Settlement Amount relating to such

Client Transaction Accounts Group or ISA Transaction Accounts Group is a positive figure.

"**GBP Pay-in Limit**" means, for payment obligations of a particular Clearing Member payable through the CLS CCP Service in GBP in respect of all OTC Currency Transactions (and FX Hedging Transactions) and a Settlement Date (calculated on a net basis), an amount equal to the applicable GBP Pay-Out Limit, subject to any amendments pursuant to the following sentence. Each GBP Pay-In Limit can be amended by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) at any time by either increasing or reducing it. If the amendment results in a reduction of the relevant GBP Pay-In Limit, then Eurex Clearing AG is required to give at least three (3) months' prior notice to the relevant Clearing Member unless there are exceptional circumstances which require a shorter notice period in order to effectively manage the risks of Eurex Clearing AG in its capacity as central counterparty, in particular taking into account the notional exposures of the Clearing Member's relevant OTC Currency Transactions and the resulting amount of Variation Margin to be settled through the CLS CCP Service, in which case the notice period can be less than three (3) months.

(b) The Clearing Member shall pay (x) the portion of the relevant Prefunding Amount that relates to the relevant CM OTC Currency Transactions Payment Obligations settling on the second following Business Day (if any), two Business Days prior to the relevant Settlement Date and (y) to the extent not accounted for under (x) above, the portion of the relevant Prefunding Amount that relates to the relevant CM OTC Currency Transactions Payment Obligations settling on the next following Business Day (if any), one Business Day prior to the relevant Settlement Date (such Clearing Member, the "**Prefunding Amount Payer**").

(c) Any of the total settlement amounts to which any of the terms defined in this Number 3.2.1 (2) refer shall include payments (in the relevant currency) with respect to trade related fees, Forecasted Variation Margin and Forecasted Currency STM Amounts, but exclude payment obligations with respect to Margin, Settlement Compensation Margin, FX PAI, XCCY PAI and Currency PAA). Any of the payments that are taken into account in the terms defined in this Number 3.2.1 (2) shall, if they are to be made by the Clearing Member, be expressed as negative amounts and, if they are to be made to the Clearing Member, be expressed as positive amounts.

"**CM OTC Currency Transactions Payment Obligations**" means the payment obligations reflected in the CM USD Total Settlement Amount or CM GBP Total Settlement Amount, as applicable.

"**Forecasted Variation Margin**" means an amount calculated in USD with respect to each OTC Currency Transaction in accordance with the following formula:

$$\boldsymbol{Forecasted\ VM_{\$}(t) = CF_{\$}(t) - CF_{\$}(t+1) + CF_{€;£}(t) \cdot FX(t-1) -}$$

$$\boldsymbol{CF}_{€;£}(\boldsymbol{t}+\mathbf{1}) \cdot \boldsymbol{FX}(\boldsymbol{t})$$

where:

$\boldsymbol{FX}(\boldsymbol{t})$ denotes the forecasted FX rate for time t for EUR/USD or GBP/USD as calculated on the basis of the standard curves used for pricing;

$\boldsymbol{CF(t)}$ denotes trade related cash flows in the respective currency at time $\boldsymbol{t}$.

"**Forecasted Currency STM Amount**" means an amount calculated in USD with respect to each STM Currency Transaction in accordance with the following formula:

$$\boldsymbol{Forecasted\ Currency\ STM\ Amount}_{\$}(\boldsymbol{t}) = \boldsymbol{CF}_{\$}(\boldsymbol{t}) - \boldsymbol{CF}_{\$}(\boldsymbol{t}+\mathbf{1}) + \boldsymbol{CF}_{€;£}(\boldsymbol{t}) \cdot \boldsymbol{FX}(\boldsymbol{t}-\mathbf{1}) - \boldsymbol{CF}_{€;£}(\boldsymbol{t}+\mathbf{1}) \cdot \boldsymbol{FX}(\boldsymbol{t})$$

where:

$\boldsymbol{FX}(\boldsymbol{t})$ denotes the forecasted FX rate for time $\boldsymbol{t}$ for EUR/USD or GBP/USD as calculated on the basis of the standard curves used for pricing;

$\boldsymbol{CF(t)}$ denotes trade related cash flows in the respective currency at time $\boldsymbol{t}$.

"**Currency STM Amount**" means any FX STM Amount and XCCY STM Amount.

"**Currency PAA**" means any FX PAA or FX Price Alignment Amount and XCCY PAA or XCCY Price Alignment Amount.

"**STM Currency Transaction**" means any STM FX Transaction and STM XCCY Transaction.

(d) Eurex Clearing AG will debit any (portion of the) relevant Prefunding Amount from the relevant Clearing Member Cash Account of the Prefunding Amount Payer in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. The relevant Prefunding Amount shall be paid (and, as applicable, returned) by transferring to the transferee all rights, title and interest in and to the relevant cash, as the case may be, free and clear from any and all rights and claims of the transferring party and of any third person, including, without limitation, pursuant to applicable regulation or under any statutory or other trust. On the relevant Settlement Date, Eurex Clearing AG will transfer any relevant Prefunding Amount received as set out above to the relevant CLS Central Bank Account through the CLS CCP Service; the relevant Prefunding Amount shall be applied in discharge of the relevant CM OTC Currency Transactions Payment Obligations on a pro-rata basis at the time Eurex Clearing AG has received all Debit Notifications in respect of all amounts owed by Eurex Clearing AG to the Recipient Clearing Members on that Settlement Date.

Any USD Prefunding Amount paid by the Clearing Member will be allocated on a pro rata basis to all Transaction Accounts Groups and ISA Transaction Accounts Groups (and the related Standard Agreements) between Eurex Clearing and the Clearing Member for which a net amount payable by the Clearing Member for purposes of determining their TAG CM USD Total Settlement Amount has been calculated and any GBP Prefunding Amount paid by the Clearing Member will be allocated on a pro rata basis to all Transaction Accounts Groups and ISA Transaction Accounts Groups (and the related Standard Agreements) between Eurex Clearing and the Clearing Member for which a net amount payable by the Clearing Member for purposes of determining their TAG CM GBP Total Settlement Amount has been calculated. Each such pro rata allocation will be made in the proportion of such USD Prefunding Amount or GBP Prefunding Amount to the relevant net amount in USD or GBP, respectively (each fraction resulting from such allocation to a particular Transaction Accounts Group or ISA Transaction Accounts Group and the related Standard Agreement per relevant currency, a **"Prefunding Amount Proportion"**).

If the relevant CM OTC Currency Transactions Payment Obligations have decreased after a relevant Prefunding Amount has been paid, Eurex Clearing AG is not obliged to return the relevant portion of such Prefunding Amount, but will apply the relevant full Prefunding Amount against the relevant CM OTC Currency Transactions Payment Obligations on the relevant Settlement Date. If more than one Transaction Accounts Group or ISA Transaction Accounts Group exists between Eurex Clearing AG and the Clearing Member, such application will be made in the Prefunding Amount Proportion for the relevant currency. In case the relevant CM OTC Currency Transactions Payment Obligations have decreased below the relevant Prefunding Amount, Eurex Clearing AG will return the amount of the relevant Prefunding Amount which could not be applied against the relevant CM OTC Currency Transactions Payment Obligations on the relevant Settlement Date to the Prefunding Amount Payer. Such return shall be made – with respect to the relevant currency of the Currency Pairs – by payment through the CLS CCP Service directly to the relevant Currency Products Cash Account of the Prefunding Amount Payer.

Any Prefunding Amount paid to Eurex Clearing AG shall give rise to a Redelivery Claim of the relevant Clearing Member in the case of a Termination with respect to the relevant Standard Agreement of the Clearing Member (allocated by applying the Prefunding Amount Proportion) provided that any such Redelivery Claim is reduced accordingly if and to the extent a Prefunding Amount is applied against the relevant CM OTC Currency Transactions Payment Obligations or returned to the Prefunding Amount Payer pursuant to the above provisions.

(e) Chapter I Part 1 Numbers 3.4.4 and 3.4.5 shall apply *mutatis mutandis* to any Prefunding Amount actually credited to the relevant Eurex Clearing AG cash account as if it were Eligible Margin Assets in the form of cash delivered in

respect of Margin. Notwithstanding the previous sentence, Chapter I Part 1 Numbers 3.4.4 and 3.4.5 may be applied separately with respect to Prefunding Amounts and independently from any exercise of Eurex Clearing AG's rights with respect to Eligible Margin Assets in the form of cash delivered in respect of Margin.

(f) If a Relevant Currency Surplus has occurred and Eurex Clearing AG concludes that a Residual Currency Surplus cannot be or has not been eliminated in full by taking measures pursuant to Chapter I Part 1 Number 3.2.5 (a) and/or (b), Eurex Clearing AG may, by notice (which may also be provided via email or telephone) to any Prefunding Amount Payer in respect of which any Prefunding Amount in one or more of the Relevant Currencies has been paid to Eurex Clearing AG and has not been applied or repaid, inform such Prefunding Amount Payer that Eurex Clearing AG intends pay to such Prefunding Amount Payer an aggregate amount in one or more of the Relevant Currencies up to the remaining Residual Currency Surplus and require such Prefunding Amount Payer to repay the identical amount in the Relevant Currencies to Eurex Clearing AG. Such notice may be revoked by Eurex Clearing AG at any time.

In such notice Eurex Clearing AG will inform the relevant Prefunding Amount Payer of the amount and time of the payment in one or more of the Relevant Currencies that shall be made by Eurex Clearing AG and specify a reasonable time for such corresponding repayment of the identical amount in the Relevant Currencies by the Prefunding Amount Payer to become due. The payment by Eurex Clearing AG will reduce the Prefunding Amount (taking into account the Prefunding Amount Proportion) paid by the Prefunding Amount Payer accordingly. Eurex Clearing AG may directly debit the relevant Clearing Member Cash Account for the repayment. The amount so repaid to Eurex Clearing shall constitute (or, as applicable, increase) a Prefunding Amount in the Relevant Currencies.

Eurex Clearing AG may distribute the payments and the demands for repayments across the relevant Prefunding Amount Payers in its reasonable discretion (*billiges Ermessen*), provided that the amount in a Relevant Currency to be so paid to and repaid by a Prefunding Amount Payer may not exceed the Prefunding Amount that has been paid to Eurex Clearing AG by such Prefunding Amount Payer in the respective Relevant Currency and has not been returned, repaid or applied. When exercising its discretion, Eurex Clearing AG may take into account, *inter alia*, the absolute amount of Prefunding Amounts in the Relevant Currency paid by each such Clearing Member.

For the avoidance of doubt, a payment by Eurex Clearing AG to a Prefunding Amount Payer pursuant to this Paragraph (2) (f) as such does not constitute a failure to pay the relevant Prefunding Amount pursuant to Number 3.4.1; however, a failure by the Clearing Member to make the repayment of the Prefunding Amount in accordance with this Paragraph (2) (f) constitutes a failure to pay pursuant to Chapter I Part 1 Number 7.2.1 (1).

(3) (a) Payments under the relevant Original OTC FX Transaction will not be owed under the relevant OTC FX Transaction and are not subject to these Clearing Conditions in case these payments were due on or before the day of novation.

(b) Subject to Number 3.2.2.3 and Number 3.2.1 (2)(a) – (c), any payments to be made by the Clearing Member to Eurex Clearing AG under this Number 3.2.1 (other than payments by the Clearing Member with respect to any relevant Prefunding Amount) shall be made with respect to each currency of the Currency Pairs – on a net basis, and directly to the relevant CLS Central Bank Account through the CLS CCP Service no later than 8:00 a.m. (Frankfurt am Main time) (the "**CLS Cut-Off Time**") (as timing is of the essence). The provisions of Section 376 German Commercial Code (*Handelsgesetzbuch*) shall, however, not apply.

(c) A payment to be made by the Clearing Member to Eurex Clearing AG in respect of (an) OTC FX Transaction(s) (including payments with respect to Variation Margin, FX PAI, FX STM Amounts, FX PAA and trade related fees but excluding payments with respect to any relevant Prefunding Amount, Loss Shortage Amount, Margin or Settlement Compensation Margin) on a relevant payment date shall be referred to as the "**Relevant FX Payment**" (and together with the Relevant XCCY Payment (as defined in Part 4 Number 4.2.1 (1)), the "**Relevant FX/XCCY Payments**").

(d) Subject to Number 3.2.1 (2)(d), any payments to be made by Eurex Clearing AG to the Clearing Member under this Number 3.2.1 shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

(4) The following additional primary payment obligations apply under STM FX Transactions:

(a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an FX STM Amount on each Business Day (i) from (and including) the FX STM Effective Date (in case an STM FX Transaction was an Existing STM Eligible FX Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM FX Transaction was an Original STM Eligible FX Transaction), the date of novation pursuant to Number 3.7.2 or the date of novation pursuant to Number 3.8, as relevant, (ii) to (and including) the "Termination Date" of the STM FX Transaction (as specified in the relevant OTC Trade Novation Report), the date of the cancellation pursuant to Number 3.7.2, the date of the release from the obligations under the Original Transaction pursuant to Number 3.8 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) or the date of a termination pursuant to Number 3.9, as relevant (the relevant date under (ii) is the "**FX Last STM Amount Payment Date**").

"**FX STM Amount**" means an amount which shall equal the profit or loss amount determined with respect to an outstanding STM FX Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to

Number 3.1.6) as follows: For STM FX Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM FX Transaction concluded (whether as STM FX Transaction or CTM FX Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM FX Transaction on the relevant Business Day and the previous Business Day. On the FX Last STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM FX Transaction of the previous Business Day and zero. Additionally, the FX STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The FX STM Amount shall be calculated in USD with respect to each STM FX Transaction in accordance with the following formula:

$$\begin{aligned}\boldsymbol{FX\ STM\ Amount}_{\$}(\boldsymbol{t}) \\ = \boldsymbol{NPV}_{\$}(\boldsymbol{t}) - \boldsymbol{NPV}_{\$}(\boldsymbol{t-1}) + \boldsymbol{DCF}_{\$}(\boldsymbol{t-1}, \boldsymbol{t}) - \boldsymbol{DCF}_{\$}(\boldsymbol{t}, \boldsymbol{t+1}) \\ + \boldsymbol{DCF}_{€;£}(\boldsymbol{t-1}, \boldsymbol{t}) \cdot \boldsymbol{FX}(\boldsymbol{t-1}) - \boldsymbol{DCF}_{€;£}(\boldsymbol{t}, \boldsymbol{t+1}) \cdot \boldsymbol{FX}(\boldsymbol{t})\end{aligned}$$

where:

$\boldsymbol{FX}(\boldsymbol{t})$ denotes the FX spot rate at time $\boldsymbol{t}$ for EUR/USD or GBP/USD;

$\boldsymbol{DCF(t,t+1)}$ denotes trade related cash flows in the respective currency at time $\boldsymbol{t+1}$ discounted to time $\boldsymbol{t}$; and

$\boldsymbol{NPV(t)}$ denotes the net present value of the trade at time t.

(b) A price alignment amount ("**FX Price Alignment Amount**" or "**FX PAA**") shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the FX STM Amount.

(aa) The FX PAA corresponds to the overnight interest paid or received on the cumulative FX STM Amounts over the lifetime of the STM FX Transaction. The cumulative FX STM Amounts of the previous Business Day correspond to the value of the STM FX Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM FX Transaction is positive, Eurex Clearing AG will charge the FX Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM FX Transaction is negative, Eurex Clearing AG will credit the FX Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the FX Price Alignment Amount to the Clearing Member if, from the Clearing

Member's perspective, the value of the STM FX Transaction is positive and will charge the FX Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM FX Transaction is negative.

FX PAA shall be calculated on each Business Day with respect to each STM FX Transaction in accordance with the following formulas.

$$\boldsymbol{FX\ PAA(T)\ =\ -\ MtM_exCF(T-1)\ *\ ONR(T-1,T)\ *\ YF(T,T+1)}$$

where:

"$\boldsymbol{MtM_exCF(T-1) = \mathrm{MtM}(T-1) - \mathrm{DCF}(T-1,T)}$" is the present value of the previous Business Day excluding today's trade related discounted cash flows;

"$\boldsymbol{ONR(T-1,T)}$" is the overnight rate valid from the previous Business Day to today; and

"$\boldsymbol{YF(T,T+1)}$" the year fraction from today to the next Business Day.

(bb) Number 3.1.7 (3) (b) shall apply mutatis mutandis to the identification of the relevant indices to determine the FX PAA ("**FX PAA Switch**").

3.2.2 Discharge of payment obligations through CLS CCP Service; Finality

3.2.2.1 Discharge of payment obligations of a Clearing Member

Any payment obligation of a Clearing Member (the "**Payer Clearing Member**") arising under this Part 3, Part 4 or the relevant FX Swap Line Agreement towards Eurex Clearing AG on a Settlement Date (taking into account, if the Clearing Member has paid a Prefunding Amount to Eurex Clearing AG, the application of such Prefunding Amount by Eurex Clearing AG in discharge of the CM OTC Currency Transactions Payment Obligations in accordance with Number 3.2.1 (2)(d)) to be discharged by payment through the CLS CCP Service shall only be validly discharged at the time Eurex Clearing AG has received all Debit Notifications in respect of all amounts owed by Eurex Clearing AG to the Recipient Clearing Members on that Settlement Date. Payments have to be made in full, partial payment will not lead to a partial discharge of the payment obligation of a Clearing Member.

"**CLS Processing Time**" means the processing time as indicated by CLS Bank which is currently 10:30 a.m. (Frankfurt am Main time) or, in exceptional circumstances, shortly thereafter.

"**Debit Notification**" means a notification sent by CLS Bank to Eurex Clearing AG that an amount has been instructed to be debited from the CLS Central Bank Account to be credited to the relevant Currency Products Cash Account of a Recipient Clearing Member. Generally, such notifications are sent shortly after the CLS Processing Time on the relevant Settlement Date.

"**Recipient Clearing Members**" means such Clearing Members to which Eurex Clearing AG owes a payment obligation under this Part 3, Part 4 or the FX Swap Line Agreement and each a "**Recipient Clearing Member**".

3.2.2.2 Discharge of payment obligations of Eurex Clearing AG

The payment obligations of Eurex Clearing AG under this Part 3, Part 4 and the FX Swap Line Agreement(s) towards the Clearing Members in a particular currency on a Settlement Date to be discharged by payment through the CLS CCP Service (the "**Relevant Payment Obligations**") shall be validly discharged on a pro rata basis each time the relevant CLS Central Bank Account has been credited with an amount in the relevant currency on such Settlement Date. Eurex Clearing AG will instruct CLS Bank to transfer, following the credit of all amounts in all currencies owed to Eurex Clearing AG to the relevant CLS Central Bank Account(s) in the normal course of business, the relevant amounts to the relevant Currency Products Cash Accounts of the relevant Clearing Members in accordance with such instructions. If any amount is re-transferred to the relevant Payer Clearing Member in accordance with Number 3.4.3.3, the Relevant Payment Obligations which have been discharged on a pro rata basis by the crediting of such amount shall be re-established subject to Number 3.4.3.3.

Eurex Clearing AG may discharge its payment obligations under the relevant OTC FX Transaction by way of set-off in accordance with Chapter I Part 1 Number 1.3.1 (1) (a) and (f) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa), (b) and (c).

3.2.2.3 Discharge of payment obligations in case of unavailability of CLS CCP Service

(1) If the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (i) Eurex Clearing AG will instruct the settlement of the affected OTC Currency Transaction(s) and/or the affected FX Hedging Transaction(s) outside the CLS CCP Service (on a net basis) on the relevant Settlement Date and the Payer Clearing Member will then be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to the Payer Clearing Member by Eurex Clearing AG for such purpose and (ii) as regards cash amounts paid by the Payer Clearing Member (if any, each such Payer Clearing Member, an "**Affected Payer Clearing Member**" and all such Payer Clearing Members, the "**Affected Payer Clearing Members**") to fulfil any of its payment obligations arising under this Part 3 or Part 4 towards Eurex Clearing AG which have been credited to the relevant CLS Central Bank Account but not actually been credited to the relevant Currency Products Cash Account(s) of the Recipient Clearing Member(s) (such cash amounts, the "**Affected Payer Clearing Member Amounts**"), Eurex Clearing AG will instruct CLS Bank to re-transfer any such Affected Payer Clearing Member Amounts from the relevant CLS Central Bank Account to the relevant Currency Products Cash Account(s) of the Payer Clearing Member as soon as CLS Bank or, as the case may be, its insolvency administrator, resumes the operations of the CLS CCP Service.

Payments to be made pursuant to this Paragraph (1) have to be made in full, partial payment will not lead to a partial discharge of the payment obligation of a Payer Clearing Member.

(2) If the CLS CCP Service is not available for settlement for any reason and Eurex Clearing AG has instructed the settlement of the affected OTC Currency Transaction(s) outside the CLS CCP Service, then any payment obligation of Eurex Clearing AG towards a Clearing Member arising under this Part 3, Part 4 and the relevant FX Swap Line Agreement shall be discharged in accordance with Chapter I Part 1 Number 2.1.2 (4) (b) (ff) (iii).

(3) If (i) an Affected Payer Clearing Member has paid any amount to Eurex Clearing AG outside the CLS CCP Service in accordance with Paragraph (1) in full discharge of the relevant payment obligation to Eurex Clearing AG (the "**Further Payment Amount**"), (ii) the Affected Payer Clearing Member has not otherwise recovered the Affected Payer Clearing Member Amounts and (iii) subsequently, Eurex Clearing AG has irrevocably and finally recovered any Affected Payer Clearing Member Amount in whole or in part (the "**Late Recovery Amount**"), Eurex Clearing AG shall pay to the Affected Payer Clearing Member an amount from the Late Recovery Amount not exceeding the Further Payment Amount, provided that, if in respect of more than one Affected Payer Clearing Member the requirements set out in items (i) and (ii) are met and Eurex Clearing AG has received a Late Recovery Amount, Eurex Clearing AG shall pay to each such Affected Payer Clearing Member a pro rata share of the Late Recovery Amount reflecting such Affected Payer Clearing Member's share in the sum of all Further Payment Amounts paid by all Affected Payer Clearing Members.

Eurex Clearing AG shall in its reasonable discretion (*billiges Ermessen*) claim any Affected Payer Clearing Member Amount from CLS Bank. The Affected Payer Clearing Member shall reimburse Eurex Clearing AG for any costs and expenses incurred in connection with such claim (regardless of whether the Affected Payer Clearing Member Amount can be successfully recovered in whole or in part from CLS Bank). Eurex Clearing AG may request an advance payment from the Affected Payer Clearing Member in respect of reasonably expected costs and expenses to be incurred when claiming the Affected Payer Clearing Member Amount from CLS Bank.

3.2.2.4 Finality of payments processed through CLS CCP Service

In deviation from Chapter I Part 1 Number 1.2.9 (2), (3) and (4), in respect of all Payment Transfer Orders which are to be processed through the CLS CCP Service:

(a) CLS Bank shall act as a settlement agent for Eurex Clearing AG within the meaning of Article 2 lit. (d) of the Settlement Finality Directive; and

(b) any such Payment Transfer Orders are entered into the system of Eurex Clearing AG within the meaning of Article 3 (1) and (3) of the Settlement Finality

Directive and are irrevocable pursuant to the statutory provisions implementing the Settlement Finality Directive:

(aa) in case of any payment due from a Payer Clearing Member to Eurex Clearing AG, upon receipt of the related Payment Transfer Order (submitted by or on behalf of such Payer Clearing Member) by the relevant CLS Nostro Bank (CLS Bank has granted all CLS Nostro Banks from time to time a power of attorney to also receive such Payment Transfer Orders as attorney-in-fact for CLS Bank without creating any obligation of CLS Bank to process the relevant Payment Transfer Order unless the corresponding amount has been credited to the relevant CLS Central Bank Account); and

(bb) in case of any payment due from Eurex Clearing AG to a Recipient Clearing Member, upon receipt of the related Payment Transfer Order by CLS Bank from Eurex Clearing AG.

"**Payment Transfer Order**" means:

(i) an instruction in the form of a SWIFT message or other means given by or on behalf of a Payer Clearing Member to its relevant CLS Nostro Bank to transfer to Eurex Clearing AG (through crediting a nominated cash account provided by CLS Bank to Eurex Clearing AG) an amount of money from the relevant Currency Products Cash Account maintained with that CLS Nostro Bank (a Payment Transfer Order pursuant to this item (i), a "**Payer Clearing Member Payment Transfer Order**"); or

(ii) an instruction in the form of a SWIFT message or other means given by Eurex Clearing AG to CLS Bank to transfer to a Recipient Clearing Member (through crediting the relevant Currency Products Cash Account nominated by that Recipient Clearing Member) an amount of money from the nominated account provided by CLS Bank to Eurex Clearing AG (a Payment Transfer Order pursuant to this item (ii), a "**Eurex Clearing Payment Transfer Order**").

3.3 Pay-Out Limits; Pay-Out Limit Breach Contractual Penalty

(1) In addition to the pay-in limits set out in Number 3.2.1 (2), the Clearing Member shall be subject to the GBP Pay-Out Limit and the USD Pay-Out Limit (each a "**Pay-Out Limit**").

A breach of a Pay-Out Limit shall not affect the settlement of any then outstanding OTC Currency Transactions and FX Hedging Transactions.

"**GBP Pay-Out Limit**" means, for payment receivables of a particular Clearing Member payable through the CLS CCP Service in GBP and a Settlement Date (calculated on a net basis), the applicable FX Swap Line Maximum Amount for GBP.

"**USD Pay-Out Limit**" means, for payment receivables of a particular Clearing Member payable through the CLS CCP Service in USD and a Settlement Date (calculated on a net basis), the applicable FX Swap Line Maximum Amount for USD.

(2) Where the pay-out cash flows in USD on a settlement date exceed a certain threshold, the Clearing Member shall be subject to a contractual penalty in accordance with the following provisions:

The Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG in relation to OTC Currency Transactions in USD (the "**USD Pay-Out Limit Breach Contractual Penalty**"), if, on the relevant Settlement Date, either

(A) the CM USD Pay-Out Total Settlement Amount EX exceeds the USD Pay-Out Limit; or

(B) the CM USD Pay-Out Total Settlement Amount CUM exceeds the sum of (x) the FX Swap Line Maximum Amount for USD and (y) the NPV Change Buffer,

(each such excess, the "**USD Pay-Out Excess Amount**").

"**CM USD Pay-Out Total Settlement Amount EX**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM USD Pay-Out Verification Total Settlement Amounts EX of such Clearing Member (the resulting amount can be a positive or a negative figure).

"**TAG CM USD Pay-Out Verification Total Settlement Amount EX**" means the amount of the payments to be made or to be received (calculated on a net basis) on the same Settlement Date by a Clearing Member in respect of (i) all OTC Currency Transactions in USD (excluding any Market Movement NPV Change Amount) that relate to the same Transaction Accounts Group or ISA Transaction Accounts Group and (ii) with respect to a Proprietary Transaction Accounts Group, all FX Hedging Transactions in USD (excluding any Market Movement NPV Change Amount); if such net amount results in a payment (a) to be made by the Clearing Member, such net amount shall be expressed as a negative figure or (b) to be received by the Clearing Member, such net amount shall be expressed as a positive figure.

"**Market Movement NPV Change Amount**" means any Market Movement STM Amount and Market Movement Variation Margin.

"**Market Movement STM Amount**" means an amount calculated in USD with respect to each STM Currency Transaction in accordance with the following formula:

$$\boldsymbol{Market\ Movement\ STM\ Amount}(\boldsymbol{t}) = \boldsymbol{NPV}_{\$}(\boldsymbol{t}) - \boldsymbol{NPV}_{\$}(\boldsymbol{t-1})$$

where:

$NPV(t)$ denotes the net present value of the trade at time t.

"**Market Movement Variation Margin**" means an amount calculated in USD with respect to each CTM Currency Transaction in accordance with the following formula:

$$\boldsymbol{Market\ Movement\ VM}_{\$}(\boldsymbol{t}) = \boldsymbol{NPV}_{\$}(\boldsymbol{t}) - \boldsymbol{NPV}_{\$}(\boldsymbol{t-1})$$

where:

$NPV(t)$ denotes the net present value of the trade at time t.

"**CM USD Pay-Out Total Settlement Amount CUM**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM USD Pay-Out Verification Total Settlement Amounts CUM of such Clearing Member (the resulting amount can be a positive or a negative figure).

"**TAG CM USD Pay-Out Verification Total Settlement Amount CUM**" means the amount of the payments to be made or to be received (calculated on a net basis) on the same Settlement Date by a Clearing Member in respect of (i) all OTC Currency Transactions in USD (including any Market Movement NPV Change Amount) that relate to the same Transaction Accounts Group or ISA Transaction Accounts Group and (ii) with respect to a Proprietary Transaction Accounts Group, all FX Hedging Transactions in USD (including any Market Movement NPV Change Amount); if such net amount results in a payment (a) to be made by the Clearing Member, such net amount shall be expressed as a negative figure or (b) to be received by the Clearing Member, such net amount shall be expressed as a positive figure.

Any of the total settlement amounts to which any of the terms defined in this Number 3.3 (2) refer shall include payments (in the relevant currency) with respect to trade related fees, Forecasted Variation Margin and Forecasted Currency STM Amounts, but exclude payment obligations with respect to Margin, FX PAI, XCCY PAI and Currency PAA).

(3) Where the pay-out cash flows in GBP on a settlement date exceed a certain threshold, the Clearing Member shall be subject to a contractual penalty in accordance with the following provisions:

The Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG in relation to OTC Currency Transactions in GBP (the "**GBP Pay-Out Limit Breach Contractual Penalty**", and the GBP Pay-Out Limit Breach Contractual Penalty and the USD Pay-Out Limit Breach Contractual Penalty, each a "**Pay-Out Limit Breach Contractual Penalty**"), if, on the relevant Settlement Date, the CM GBP Pay-Out Total Settlement Amount exceeds the GBP Pay-Out Limit (such excess, the "**GBP Pay-Out Excess Amount**").

"**CM GBP Pay-Out Total Settlement Amount**" means the aggregate net amount resulting from netting (*verrechnen*) the TAG CM GBP Pay-Out Verification Total Settlement Amounts of such Clearing Member (the resulting amount can be a positive or a negative figure).

"**TAG CM GBP Pay-Out Verification Total Settlement Amount**" means the amount of the payments to be made or to be received (calculated on a net basis) on the same Settlement Date by a Clearing Member in respect of (i) all OTC Currency Transactions in GBP that relate to the same Transaction Accounts Group or ISA Transaction Accounts Group and (ii) with respect to a Proprietary Transaction Accounts Group, all FX Hedging Transactions in GBP; if such net amount results in a payment (a) to be made by the Clearing Member, such net amount shall be

expressed as a negative figure or (b) to be received by the Clearing Member, such net amount shall be expressed as a positive figure.

Any of the total settlement amounts to which any of the terms defined in this Number 3.3 (3) refer shall include payments (in the relevant currency) with respect to trade related fees, Variation Margin and Currency STM Amounts, but exclude payment obligations with respect to Margin, FX PAI, XCCY PAI and Currency PAA).

(4) The amount of the relevant Pay-Out Limit Breach Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 5 basis points of,

(i) in the case of a breach of the GBP Pay-Out Limit, the GBP Pay-Out Excess Amount; and

(ii) in the case of a breach of the USD Pay-Out Limit, the higher of the USD Pay-Out Excess Amount resulting from the application of (x) Paragraph (2)(A) and (y) Paragraph (2)(B),

in each case of (i) and (ii), with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable.

3.4 Failure to Pay with respect to an OTC Currency Transaction

3.4.1 Failure to Pay Relevant Prefunding Amount

(1) If a Clearing Member fails to pay the relevant Prefunding Amount to Eurex Clearing AG in full in accordance with Number 3.2.1 by the Prefunding Cut-Off Time, the provisions of Chapter I Part 1 Number 7 shall apply.

"**Prefunding Cut-Off Time**" means 1:00 p.m. (Frankfurt am Main time).

(2) In addition thereto, the Clearing Member is obliged to pay a contractual penalty to Eurex Clearing AG (the "**Prefunding Amount Contractual Penalty**"). The amount of the Prefunding Amount Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the relevant Prefunding Amount, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The Prefunding Amount Contractual Penalty applies regardless of any actual damages incurred by Eurex Clearing AG and is immediately due and payable by the Prefunding Cut-Off Time on the relevant Payment Date. The Prefunding Amount Contractual Penalty shall be a "Secured Claim" for the purpose of Chapter I Part 2 Subpart A Number 4.4.3. The right of Eurex Clearing AG to claim further damages shall remain unaffected.

(3) If, after any failure by the Clearing Member to pay the relevant Prefunding Amount, a Termination with respect to any Standard Agreement between the Clearing Member and Eurex Clearing AG occurs, any such unpaid Prefunding Amount shall be

allocated in the Prefunding Amount Proportion across all Transaction Accounts Groups and ISA Transaction Accounts Groups (and the related Standard Agreements) of the Clearing Member (and such allocated amounts shall be deemed to constitute Unpaid Amounts or Termination Unpaid Amounts, as applicable).

3.4.2 Failure to Pay Relevant FX/XCCY Payment or Loss Shortage Amount

(1) If on a relevant Settlement Date a Clearing Member (a "**Late CM**") fails (each an "**FX/XCCY Failure to Pay**"):

(a) to make a Relevant FX/XCCY Payment in full (taking into account any Prefunding Amount paid by such Late CM) by the CLS Cut-Off Time (this cut-off time also applies if the CLS CCP Service is not available for settlement and settlement is instructed outside the CLS CCP Service pursuant to Number 3.2.2.3); or

(b) to pay the relevant Loss Shortage Amount in full by the Loss Shortage Cut-Off Time,

Eurex Clearing AG shall – in addition to the rights granted pursuant to the provisions of Chapter I Part 1 Number 7 and notwithstanding the provisions of Chapter I Part 1 Number 1.4.5 with respect to an FX Disruption Event – have the right to (i) carry out the process as set out in Numbers 3.4.3.1 and 3.4.3.2 below (the "**Step-in Process**") to the extent of the unpaid amount (the "**FX/XCCY Failure to Pay Amount**") or (ii) carry out the process as set out in Number 3.4.3.3 below (the "**Roll-Over**").

(2) Prior to the exercise of the rights to carry out the Step-In Process or Roll-Over, Eurex Clearing AG will on a best efforts basis aim to compensate the FX/XCCY Failure to Pay Amount through the use of its own available funds in the currency of the Relevant FX/XCCY Payment.

(3) In addition thereto and regardless of whether the Step-in Process or the Roll-Over is carried out or not, a Clearing Member who fails to make a Relevant FX/XCCY Payment in full by the CLS Cut-Off Time is obliged to pay a contractual penalty to Eurex Clearing AG (the "**Late CM Contractual Penalty**"). The amount of the Late CM Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the Relevant FX/XCCY Payment, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The Late CM Contractual Penalty applies regardless of any actual damages incurred by Eurex Clearing AG and is immediately due and payable by the CLS Cut-Off Time on the relevant payment date. The right of Eurex Clearing AG to claim further damages shall remain unaffected.

3.4.3 Consequences of an FX/XCCY Failure to Pay

(1) If an FX/XCCY Failure to Pay has occurred, Eurex Clearing AG shall have the right to either (i) exercise its option under one or more of the FX Swap Line Agreements as set out in Number 3.4.3.1 below, (ii) pay an Alternative Currency Amount as set out

in Number 3.4.3.2 below or (iii) postpone certain payment obligations as set out in Number 3.4.3.3 below.

(2) An FX/XCCY Failure to Pay shall not constitute an FX Disruption Event (as defined in Chapter I Part 1 Number 1.4.5).

3.4.3.1 Step-in Process – Exercise of FX Swap Lines

(1) Eurex Clearing AG shall have the right to exercise – in accordance with Paragraphs (2) and (3) below – its options to enter into one or more foreign exchange swap transactions traded over the-counter with one or more Eligible FX Swap Line Counterparties. Such exercise shall, in each case, be made in accordance with the terms of the relevant FX Swap Line Agreement (as defined in Number 3.1.3 (6) above). By exercising its options as set out in the previous sentence, Eurex Clearing AG enters into one or more transactions with each of the relevant Eligible FX Swap Line Counterparties (each such transaction an "**FX Hedging Transaction**" and each such Eligible FX Swap Line Counterparty an "**FX Hedge Counterparty**"). The FX Hedging Transactions shall be included in the Clearing pursuant to Chapter I Part 1 Number 1.2.2 (4)(c). If an FX STM Election has been made by the Clearing Member with respect to its Proprietary Standard Agreement, such FX Hedging Transactions shall be STM FX Transactions.

"**FX Swap Line Counterparty**" means each Clearing Member participating in the Clearing of OTC Currency Transactions.

"**Eligible FX Swap Line Counterparty**" means each FX Swap Line Counterparty that has payment receivables (calculated on a net basis) in respect of OTC Currency Transactions as well as any far legs of FX Hedging Transactions in the currency denomination (other than EUR) of the FX/XCCY Failure to Pay Amount on the date of the intended exercise by Eurex Clearing AG of its option to enter into an FX Hedging Transaction.

(2) The exercise by Eurex Clearing AG of its option(s) is subject to compliance with all of the following conditions, with respect to each of USD and GBP:

(i) The option(s) may be exercised, multiple times with respect to an FX/XCCY Failure to Pay and the same Eligible FX Swap Line Counterparty.

(ii) The aggregate Gap Currency Amounts payable by such Eligible FX Swap Line Counterparty as a result of such exercise(s) on the date of such exercise may not exceed the lower of

(A) the applicable FX Swap Line Maximum Amount outstanding with respect to the relevant Eligible FX Swap Line Counterparty, and

(B) the Total Pay-Out Amount of such Eligible FX Swap Line Counterparty.

(iii) The aggregate amount of the Gap Currency Amounts with respect to outstanding FX Hedging Transactions payable by such Eligible FX Swap Line

Counterparty may not exceed the Overall FX Swap Line Limit with respect to such Eligible FX Swap Line Counterparty.

"**FX Swap Line Maximum Amount**" means an aggregate maximum amount designated by each FX Swap Line Counterparty in USD or GBP, subject to the applicable FX Swap Line Maximum Amount Floor and the applicable FX Swap Line Maximum Amount Cap. Each FX Swap Line Counterparty must designate the FX Swap Line Maximum Amount when entering into the FX Swap Line Agreement and may, thereafter adjust the FX Swap Line Maximum Amount (subject to the then applicable FX Swap Line Maximum Amount Floor and the then applicable FX Swap Line Maximum Amount Cap) by notice to Eurex Clearing AG with effect as of any Swap Line Determination Date and subject to a notice period of three (3) months, provided that if, on such Swap Line Determination Date, any FX Hedging Transaction with such FX Swap Line Counterparty is outstanding, such adjustment will only become effective on the next Business Day on which no FX Hedging Transaction with such FX Swap Line Counterparty is outstanding (the "**Adjustment Postponement**"). In the absence of any express determination by the relevant FX Swap Line Counterparty, the FX Swap Line Maximum Amount with respect to such FX Swap Line Counterparty shall be equal to the FX Swap Line Maximum Amount Floor. For the purposes of Number 3.4.3.1 (2)(ii)(A) and Number 3.4.3.3, the relevant outstanding FX Swap Line Maximum Amount will be reduced by the amount of each FX Hedging Transaction resulting from the exercise of such option and re-increased by such amount if and when the relevant FX Hedging Transaction is fully settled.

"**Total Pay-Out Amount**" means, with respect to an Eligible FX Swap Line Counterparty and the relevant currency of the Gap Currency Amounts, the payment receivable (calculated on a net basis) of such Eligible FX Swap Line Counterparty resulting from all payments to be made or received by such Eligible FX Swap Line Counterparty through the CLS CCP Service in such currency in respect of (i) all OTC Currency Transactions and (ii) all far legs of outstanding FX Hedging Transactions on the date of the intended exercise by Eurex Clearing AG of its option(s) to enter into FX Hedging Transactions (and without taking into account such exercise).

"**FX Swap Line Maximum Amount Floor**" means (i) with respect to USD, USD 250,000,000.00 and (ii) with respect to GBP, GBP 100,000,000.00 or such other amount in USD and GBP, respectively, that may be designated by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) as the applicable FX Swap Line Maximum Amount Floor by notice to the FX Swap Line Counterparties with effect as of any Swap Line Determination Date and subject to a notice period of three (3) months, provided that if, on such Swap Line Determination Date, any FX Hedging Transaction with an FX Swap Line Counterparty is outstanding, the designation of such other amount will only become effective vis-à-vis such FX Swap Line Counterparty on the next Business Day on which no FX Hedging Transaction with such FX Swap Line Counterparty is outstanding.

"**FX Swap Line Maximum Amount Cap**" means (i) with respect to USD, USD 2,000,000,000.00 and (ii) with respect to GBP, GBP 2,000,000,000.00 or such other amount in USD and GBP, respectively, that may be designated by Eurex Clearing AG at its reasonable discretion (*billiges Ermessen*) as the applicable FX

Swap Line Maximum Amount Cap by notice to the FX Swap Line Counterparties with effect as of any Swap Line Determination Date and subject to a notice period of three (3) months, provided that if, on such Swap Line Determination Date, any FX Hedging Transaction with an FX Swap Line Counterparty is outstanding, the designation of such other amount will only become effective vis-à-vis such FX Swap Line Counterparty on the next Business Day on which no FX Hedging Transaction with such FX Swap Line Counterparty is outstanding.

"**Swap Line Determination Date**" means [1 January] and [1 July] of each calendar year.

"**Overall FX Swap Line Limit**" means 2.5 times the absolute FX Swap Line Maximum Amount.

(3) If more than one Eligible FX Swap Line Counterparty exists, Eurex Clearing AG may, at its reasonable discretion (*billiges Ermessen*) (and subject to compliance with Paragraphs (1) and (2)), (i) exercise its options vis-à-vis one or more of such Eligible FX Swap Line Counterparties and (ii) in the case of several FX Hedge Counterparties distribute such exercises among such FX Hedge Counterparties, in each case of (i) and (ii) above, according to a certain methodology. Eurex Clearing AG will inform the FX Swap Line Counterparties from time to time of such methodology.

(4) When exercising any of its options in accordance with this Number 3.4.3.1 Eurex Clearing AG shall determine the remaining term for the far leg of the resulting FX Hedging Transaction. Such remaining term from the due date of the near leg until the maturity date of the far leg must be no more than seven (7) Relevant Currency Pair Business Days (the Business Day on which such remaining term ends, the "**FX Hedging Transaction Far Leg Due Date**").

(5) Under each near leg of an FX Hedging Transaction Eurex Clearing AG receives from the relevant FX Hedge Counterparty an amount up to the amount of FX/XCCY Failure to Pay Amount as specified by Eurex Clearing AG in accordance with the conditions set out in Paragraph (2) above and in the currency denomination of the FX/XCCY Failure to Pay Amount (the "**Gap Currency Amount**"). In return for the receipt of the Gap Currency Amount, Eurex Clearing AG pays the relevant FX Hedge Counterparty a corresponding amount in the other currency of a relevant Currency Pair which relates to the currency of the Gap Currency Amount at the applicable FX Swap Line Near Leg FX Rate (the "**Non-Gap Currency Amount**").

"**FX Swap Line Near Leg FX Rate**" means an amount equal to

(x) the FX Swap Line Spot Rate,

minus

(y) the sum of (i) the Applicable Swap Points for "overnight" (ON) and (ii) the Applicable Swap Points for "tomorrow next" (TN),

and as set out in the trade confirmation relating to the relevant FX Hedging Transaction transmitted by Eurex Clearing AG to the FX Hedge Counterparty in the course of exercising the option under the FX Swap Line Agreement; provided that, where Eurex Clearing AG shall receive the Quote Currency under the near leg of the FX Hedging Transaction, the relevant FX Swap Line Near Leg FX Rate shall be applied as the fraction of (x) 1 (numerator) and (y) such rate (denominator) (the "**Inversion**").

"**FX Swap Line Spot Rate**" means

(i) with respect to FX Hedging Transactions for EUR/USD, the mid-market rate determined from the FX rates appearing on the Refinitiv Screen EURUSDFIXP=WM (a WM/Refinitiv Intra-Day Spot Rate); and

(ii) with respect to FX Hedging Transactions for GBP/USD, the mid-market rate determined from the FX rates appearing on the Refinitiv Screen GBPUSDFIXP=WM (a WM/Refinitiv Intra-Day Spot Rate),

in each case of (i) and (ii) above, at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day (where no information on the relevant FX rate is available on the relevant Refinitiv Screen page, the FX Swap Line Near Leg FX Rate will be the relevant mid-market rate determined from the FX rates appearing on the Bloomberg Screen BFix at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day).

"**Base Currency**" means the first currency of a Currency Pair.

"**Quote Currency**" means the second currency of a Currency Pair.

Under the far leg of the FX Hedging Transaction,

(a) if the Gap Currency Amount is denominated in the Base Currency, Eurex Clearing AG pays to the relevant FX Hedge Counterparty the Gap Currency Amount in return for the payment by that FX Hedge Counterparty of an amount in the currency denomination of the Non-Gap Currency Amount, which equals the product of (x) the figure of the Gap Currency Amount (without regard to its currency denomination) and (y) the applicable FX Swap Line Far Leg FX Rate; and

(b) if the Gap Currency Amount is denominated in the Quote Currency, the relevant FX Hedge Counterparty pays to Eurex Clearing AG the Non-Gap Currency Amount in return for the payment by Eurex Clearing to that FX Hedge Counterparty of an amount in the currency denomination of the Gap Currency Amount, which equals the product of (x) the figure of the Non-Gap Currency Amount (without regard to its currency denomination) and (y) the applicable FX Swap Line Far Leg FX Rate.

"**FX Swap Line Far Leg FX Rate**" means the sum of

(x) the FX Swap Line Near Leg FX Rate (disregarding the Inversion), and

(y) the Applicable Swap Points for the Relevant Maturity,

as set out in the trade confirmation relating to the relevant FX Hedging Transaction transmitted by Eurex Clearing AG to the FX Hedge Counterparty in the course of exercising the option under the FX Swap Line Agreement.

"**Applicable Swap Points**" means:

(a) If the Gap Currency Amount is denominated in the Quote Currency, the ask quote of the swap points; and

(b) if the Gap Currency Amount is denominated in the Base Currency, the bid quote of the swap points,

in each case of (a) and (b), appearing on the Refinitiv Screen WM/REFINITIV FORWARD RATES (a WM/Refinitiv Forward Rate) at 7:00 a.m. (Frankfurt am Main time) on the relevant FX Swap Line Exercise Day for the relevant Currency Pair and maturity. Where no information on the swap points is available on the relevant Refinitiv Screen page, the Applicable Swap Points shall be zero.

"**Relevant Maturity**" means the following:

(i) If the FX Hedging Transaction Far Leg Due Date is the first Relevant Currency Pair Business Day following the FX Swap Line Exercise Day, the Applicable Swap Points for "overnight" (ON) will be applied.

(ii) If the FX Hedging Transaction Far Leg Due Date is the second Relevant Currency Pair Business Day following the FX Swap Line Exercise Day, the sum of the Applicable Swap Points for "overnight" (ON) and "tomorrow next" (TN) will be applied.

(iii) If the FX Hedging Transaction Far Leg Due Date is the seventh Relevant Currency Pair Business Day following the FX Swap Line Exercise Day, the sum of the Applicable Swap Points for "overnight" (ON), "tomorrow next" (TN) and "spot week" (SW) will be applied.

(iv) If the FX Hedging Transaction Far Leg Due Date is the third, fourth, fifth or sixth Relevant Currency Pair Business Day after the FX Swap Line Exercise Day, Eurex Clearing AG will apply a linear interpolation, for such relevant Business Day, between the value resulting from applying item (ii) and the value resulting from applying item (iii).

(6) If the Gap Currency Amount under an FX Hedging Transaction is denominated in GBP (such FX Hedging Transaction is referred to as a "**Gap Currency Amount GBP/USD FX Hedging Transaction**" provided that a Corresponding EUR/USD FX Hedging Transaction (as defined below) is also entered into), Eurex Clearing AG shall also have the right to enter into a corresponding FX Hedging Transaction for EUR/USD (the "**Corresponding EUR/USD FX Hedging Transaction**") at the same time and with the same FX Hedge Counterparty as with respect to the Gap Currency Amount GBP/USD FX Hedging Transaction. Under the near leg of the Corresponding EUR/USD FX Hedging Transaction, Eurex Clearing AG shall receive

an amount equivalent to the Non-Gap Currency Amount (which Eurex Clearing AG is required to pay under the Gap Currency Amount GBP/USD FX Hedging Transaction) in return for the payment by Eurex Clearing AG to that FX Hedge Counterparty of a corresponding amount in EUR at the applicable Near Leg FX Swap Line FX Rate (the "**EUR Amount**").

Under the far leg of that Corresponding EUR/USD FX Hedging Transaction, the relevant FX Hedge Counterparty pays to Eurex Clearing AG the EUR Amount in return for the payment by Eurex Clearing to that FX Hedge Counterparty of an amount in the currency denomination of the Non-Gap Currency Amount (of the Gap Currency Amount GBP/USD FX Hedging Transaction), which equals the product of (x) the figure of the EUR Amount (without regard to its currency denomination) and (y) the applicable FX Swap Line Far Leg FX Rate. A Corresponding EUR/USD FX Hedging Transaction shall not count towards the FX Swap Line Maximum Amount with respect to USD.

(7) The payments under the near leg of the FX Hedging Transaction – as further set out in the terms of the FX Swap Line Agreement – are due and payable within two hours of Eurex Clearing AG exercising its option under the FX Swap Line Agreement (with respect to each FX Hedging Transaction an "**FX Swap Line Exercise Day**") or by such other time as notified by Eurex Clearing AG (which may be shorter than two hours after exercise of the option). The payments under the far leg of the FX Hedging Transaction – as further set out in the terms of the FX Swap Line Agreement – are due and payable on the FX Hedging Transaction Far Leg Due Date.

(8) Any payments to be made by an FX Hedge Counterparty to Eurex Clearing AG under an FX Hedging Transaction shall be made directly to the relevant CLS Central Bank Account through the CLS CCP Service.

Any payments to be made by Eurex Clearing AG to an FX Hedge Counterparty under an FX Hedging Transaction shall be made directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

The payments to be made by the FX Hedge Counterparty under the near leg of an FX Hedging Transaction shall be made – with respect to each currency of the Currency Pairs – on a net basis. This shall not apply with respect to (i) any payments in the relevant currency to be made by Eurex Clearing AG under the near leg of any FX Hedging Transaction with such Clearing Member and (ii) any payments to be made by any party under the far leg of any FX Hedging Transaction with such Clearing Member, provided, however, that in the case of (i) above, payments in the relevant currency to be made by Eurex Clearing AG under the near leg of any Gap Currency Amount GBP/USD FX Hedging Transaction with such Clearing Member shall also be made on a net basis.

3.4.3.2 Step-in Process – Payment of Alternative Currency Amount

(1) If and to the extent Eurex Clearing AG is unable to source through the exercise of its option(s) pursuant to Number 3.4.3.1, above an amount in the currency (the

"**Unavailable FX/XCCY Currency**") which it would have received from the Late CM if the latter had performed its payment obligation(s) under the relevant OTC FX Transaction (including with respect to a Shortage Amount) (an "**Unavailable FX/XCCY Currency Amount**"), then Eurex Clearing AG shall be entitled to discharge:

(i) in case of one affected Non-Late CM, its payment obligation corresponding to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount to such Non-Late CM; or

(ii) in case of more than one affected Non-Late CM, its payment obligations which in aggregate correspond to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount on a pro rata basis to each such Non-Late CM,

in case of (i) and (ii) above, in an Available Currency based on the relevant WM/Refinitiv Intra-Day Spot Rate at 7:00 a.m. (Frankfurt am Main time) on the relevant payment date, provided that, in the case of (ii) above, if a USD Pay-Out Excess Amount (in case the Unavailable FX/XCCY Currency is USD) or a GBP Pay-Out Excess Amount (in case the Unavailable FX/XCCY Currency is GBP) has arisen with respect to one or more Non-Late CMs (the "**Pay-Out Excess Non-Late CMs**"), Eurex Clearing AG shall exercise its right to pay such corresponding amount in the following order: First, in respect of such Pay-Out Excess Non-Late CMs on a pro rata basis up to (A) the higher of the USD Pay-Out Excess Amount resulting from the application of (x) Number 3.3 (2)(A) and (y) Number 3.3 (2)(B) (in case the Unavailable FX/XCCY Currency is USD) and (B) the GBP Pay-Out Excess Amount (in case the Unavailable FX/XCCY Currency is GBP), second (and for the remaining corresponding amount), in respect of all Non-Late CMs (each corresponding amount so paid to a CM, (an "**Alternative Currency Amount**"). Any payment of an Alternative Currency Amount shall be made directly to the relevant Currency Products Cash Account of the Non-Late CM through the CLS CCP Service.

"**Non-Late CM**" means any Clearing Member with payment obligations under OTC Currency Transactions due for settlement on the relevant Settlement Date which is not a Late CM.

(2) Eurex Clearing AG shall pay to each recipient of an Alternative Currency Amount the respective Alternative Currency Difference Amount. For the avoidance of doubt, no Alternative Currency Difference Amount shall be paid through the CLS CCP Service.

"**Available Currency**" means (i) any currency of a Currency Pair in respect of which the Non-Late CM uses the Clearing services pursuant to this Chapter VIII Part 3 or Part 4 or (ii) EUR.

"**Alternative Currency Difference Amount**" means, with respect to each recipient of an Alternative Currency Amount, an amount denominated in the Unavailable FX/XCCY Currency which equals the difference between (i) the amount of the relevant Unavailable Currency Amount Payment Obligation and (ii) an amount corresponding to the relevant Alternative Currency Amount denominated in the Unavailable FX/XCCY Currency based on the relevant WM/Refinitiv Intra-Day Spot Rate at the next full hour after Eurex Clearing AG has received all Debit Notifications

on the relevant payment date. If the relevant Alternative Currency Difference Amount is negative it shall be deemed to be zero so that no Alternative Currency Difference Amount is due.

"**Unavailable Currency Amount Payment Obligation**" means any payment obligation referred to in Number 3.4.3.2 (1) (i) and (ii).

3.4.3.3 Roll-Over

In the case of Extraordinary Circumstances, Eurex Clearing AG shall have the right to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on such Settlement Date once until the next day which is a Relevant Currency Pair Business Day (the "**Roll-over Business Day**") provided that with respect to any cash amounts paid by any Payer Clearing Member (if any) to fulfil any of its payment obligations arising under this Part 3 or Part 4 towards Eurex Clearing AG which have been credited to the relevant CLS Central Bank Account but not actually been credited to the relevant Currency Products Cash Account(s) of the Recipient Clearing Member(s), Eurex Clearing AG will instruct CLS Bank as soon as reasonably practicable but no later than the CLS Processing Time to re-transfer any such amounts from the relevant CLS Central Bank Account to the relevant Currency Products Cash Account(s) of the relevant Payer Clearing Member(s). If such postponement has occurred, Eurex Clearing AG shall be entitled to carry out the Step-in Process on the Roll-over Business Day (if an FX/XCCY Failure to Pay occurs on such Roll-over Business Day).

"**Extraordinary Circumstances**" means one or more of the following circumstances:

(i) a CLS Nostro Bank which supports at least two Clearing Members has failed to process payment instructions received by such Clearing Member(s);

(ii) the FX/XCCY Failure to Pay Amount exceeds the sum of all relevant outstanding FX Swap Line Maximum Amounts (in the relevant currency) which Eurex Clearing AG would be entitled to vis-à-vis all relevant FX Swap Line Counterparties; or

(iii) any other material circumstance exists which in the reasonable discretion (*nach billigem Ermessen*) of Eurex Clearing AG makes a full compensation of the FX/XCCY Failure to Pay Amount through the Step-in Process highly unlikely and, thus, after due consideration of the interests of all affected Clearing Members and the market, justifies the postponement of the payment obligations under the relevant OTC Currency Transactions as further set out in this Number 3.4.3.3.

3.4.3.4 FX/XCCY Failure to Pay Costs and other costs

(1) The Late CM shall (i) pay an amount corresponding to the Alternative Currency Difference Amount, if any, to Eurex Clearing AG and (ii) reimburse Eurex Clearing AG (irrespective of fault) for any losses, costs or expenses Eurex Clearing AG may incur in connection with or as a result of the Step-in Process or Roll-Over, including any losses, costs or expenses resulting from the application of any Applicable Swap Points ((i) and (ii) being referred to as "**FX/XCCY Failure to**

Pay Costs"). Any such payment or reimbursement claim shall be a "Secured Claim" for the purpose of Chapter I Part 2 Subpart A Number 4.3.3.

(2) The Late CM shall also reimburse any relevant Non-Late CM for any losses, costs or expenses the relevant Non-Late CM may incur as a result of (i) the process set out in Number 3.4.3.2 above or (ii) the Roll-Over. The obligations of a Clearing Member to make a Relevant FX/XCCY Payment in full by the CLS Cut-Off Time and, if applicable, to pay the relevant Loss Shortage Amount in full by the Loss Shortage Cut-Off Time (as further set out in Number 3.5.1) shall have protective effects for the benefit of Non-Late CMs and this provision shall constitute a contract with protective effects for the benefit of third parties (*Vertrag mit Schutzwirkung zugunsten Dritter*).

(3) If Eurex Clearing AG incurs any FX/XCCY Failure to Pay Costs and the Late CM becomes an Affected Clearing Member or a Failure to Pay Event or an Insolvency Event occurs with respect to any Standard Agreement between Eurex Clearing AG and the Late CM, any unpaid FX/XCCY Failure to Pay Costs shall be deemed to constitute an Unpaid Amount or a Termination Unpaid Amount, as applicable, with respect to the Proprietary Standard Agreement with the Late CM and shall be taken into account when determining the relevant Difference Claim (or the relevant difference claim pursuant to Chapter I Part 1 Number 9) unless such costs and/or expenses have already been paid by the Late CM to Eurex Clearing AG or the obligation to pay such costs and/or expenses has already been discharged otherwise.

(4) For the avoidance of doubt, a Non-Late CM or FX Hedge Counterparty shall not be entitled to claim compensation from Eurex Clearing AG for any losses, costs and/or expenses which a Non-Late CM or FX Hedge Counterparty may incur in connection with Eurex Clearing AG exercising its rights pursuant to Numbers 3.4.3.1 to 3.4.3.3 above except where expressly set out in Numbers 3.4.3.1 and 3.4.3.2 above.

3.4.4 Late Payment

(1) Without limiting any rights of Eurex Clearing AG set out in Number 3.4.3 above and without prejudice to the fact that timing is of the essence as regards the Relevant FX/XCCY Payment, if the Late CM makes the Relevant FX/XCCY Payment after the CLS Cut-Off Time on the relevant Settlement Date (the "**Late Payment**" and the amount of such Late Payment, the "**Late Payment Amount**"), then any payments with respect to OTC Currency Transactions (i) which are owed by Eurex Clearing AG to the Late CM on such date (including but not limited to the payments relating to the Relevant FX/XCCY Payment) and (ii) which are to be made through the CLS CCP Service will be made by Eurex Clearing AG only on the Business Day immediately following the relevant Settlement Date (the "**Deferred Payment**" and the amount of such Deferred Payment, the "**Deferred Payment Amount**"). Eurex Clearing AG shall be entitled to discharge its obligation to make the Deferred Payment by paying in whole or in part a corresponding amount in (a) any currency of a Currency Pair in respect of which the Late CM uses the Clearing services pursuant to this Part 3 or Part 4 or (b) EUR based on the mid-market rate of the relevant WM/Refinitiv Intra-Day Spot Rate at 7:00 a.m. (Frankfurt am Main time) on the Business Day following

the relevant payment date. For the avoidance of doubt, Number 3.2.2.2 above shall also apply in the case of Deferred Payments.

(2) Any Late Payment made on the relevant payment date shall be made outside the CLS CCP Service to an account notified to the Late CM by Eurex Clearing AG for such purpose. On the Business Day following the relevant payment date, Eurex Clearing AG will transfer any Late Payment Amount received as set out above to the relevant CLS Central Bank Account through the CLS CCP Service.

3.5 Loss with respect to OTC Currency Transactions

A Loss (as further set out in Chapter I Part 1 Number 3.5.6) may occur with respect to (i) a Prefunding Amount, (ii) a Late Payment Amount and/or (iii) a Corresponding Pay-In Amount, in each case denominated in a Commercial Bank Currency and in relation to an OTC Currency Transaction.

3.5.1 Loss with respect to Prefunding Amounts and Late Payment Amounts

The following provisions apply to a Prefunding Amount Loss and a Late Payment Amount Loss:

(1) If (A) (i) a Prefunding Amount Loss or (ii) a Late Payment Amount Loss occurs and (B) as a consequence of such occurrence, Eurex Clearing AG will be or is unable to transfer the relevant Prefunding Amount or Late Payment Amount, respectively, in whole or in part to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date, then:

(a) In case of a Prefunding Amount Loss, an Affected Prefunding Amount Payer shall pay the Prefunding Amount Loss Shortage Amount to Eurex Clearing AG, and

(b) in case of a Late Payment Amount Loss, an Affected Late Payment Amount Payer shall pay the Late Payment Amount Loss Shortage Amount to Eurex Clearing AG.

For the purposes of this Chapter VIII, a Prefunding Amount Loss or a Late Payment Amount Loss shall also be deemed to occur in the case of a temporary unavailability of the relevant amounts due to technical reasons.

(2) Eurex Clearing AG shall determine the relevant Loss Shortage Amount in its reasonable discretion (*billiges Ermessen*) taking into account, in particular, the amount of the Loss which has occurred with respect to a Prefunding Amount, Late Payment Amount or Corresponding Pay-In Amount and the relevant Investment Counterparty, the aggregate amounts of Prefunding Amounts, Late Payment Amounts and Deferred Payment Amounts to be transferred to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date and the extent to which other Affected Payers or Affected Payment Receivers, if any, were affected by the Prefunding Amount Loss, Late Payment Amount Loss or Corresponding Pay-In Amount Loss, respectively.

(3) Eurex Clearing AG shall notify the Loss Shortage Amount(s) to the relevant Affected Payer(s) without undue delay and set a reasonable point in time until which the Loss Shortage Amount(s) must be received on the relevant account as notified by Eurex Clearing AG (the "**Loss Shortage Cut-Off Time**").

(4) In case of a Prefunding Amount Loss Shortage Amount Eurex Clearing AG may either debit the relevant Prefunding Amount Loss Shortage Amount from the relevant Currency Products Cash Account of the Affected Prefunding Amount Payer in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1 or request payment of the relevant Loss Shortage Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date.

(5) In case of a Late Payment Amount Loss Shortage Amount, the Affected Late Payment Amount Payer shall pay the relevant Late Payment Amount Loss Shortage Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the relevant Settlement Date.

(6) If the relevant Loss Shortage Amount paid by the Affected Payer exceeds the amount of the relevant CM-Related Loss, Eurex Clearing AG shall pay such excess to the Affected Payer without undue delay after the relevant CM-Related Loss has been determined. The obligation of the Affected Payer to pay the relevant CM-Related Loss pursuant to Chapter I Part 1 Number 3.4.6 (v) shall be discharged by the payment of relevant Loss Shortage Amount.

(7) If a Termination or a Failure to Pay Event or an Insolvency Event occurs with respect to any Standard Agreement between an Affected Payer and Eurex Clearing AG after such Affected Payer has failed to pay any part of the Loss Shortage Amount to Eurex Clearing AG, such unpaid part of the Loss Shortage Amount shall be deemed to constitute an Unpaid Amount or a Termination Unpaid Amount, as applicable, with respect to the Proprietary Standard Agreement with such Affected Payer.

3.5.2 Loss with respect to Corresponding Pay-in Amounts

The following provisions apply to a Corresponding Pay-In Amount Loss:

(1) If a Corresponding Pay-In Amount Loss occurs and, as a consequence Eurex Clearing AG will be or is unable to transfer the relevant Deferred Payment Amount to the relevant CLS Central Bank Account through the CLS CCP Service on the Business Day following the original Settlement Date in whole or in part, the obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Loss Shortage Amount.

For the purposes of this Chapter VIII, a Corresponding Pay-In Amount Loss shall also be deemed to occur in the case of a temporary unavailability of the relevant amounts due to technical reasons.

(2) Eurex Clearing AG shall determine the relevant Corresponding Pay-In Amount Loss Shortage Amount. Number 3.5.1 (2) shall apply *mutatis mutandis*.

(3) If the relevant Corresponding Pay-In Amount Loss Shortage Amount exceeds the amount of the relevant Corresponding Pay-In Amount Clearing Member-Related Loss, Eurex Clearing AG shall pay such excess to the Affected Payment Receiver without undue delay after the relevant Corresponding Pay-In Amount Clearing Member-Related Loss has been determined. The obligation of the Affected Payment Receiver to pay the Corresponding Pay-In Amount Clearing Member-Related Loss pursuant to Chapter I Part 1 Number 3.4.6 (v) shall be discharged by the reduction of the obligations of Eurex Clearing AG under the Deferred Payment pursuant to Paragraph (1) above.

3.5.3 Definitions

"**Affected Late Payment Amount Payer**" means each Late CM which has paid a Late Payment Amount to Eurex Clearing AG and is affected by a Late Payment Amount Loss.

"**Affected Payer**" means each of an Affected Prefunding Amount Payer and an Affected Late Payment Amount Payer.

"**Affected Payment Receiver**" means a Late CM which has paid to Eurex Clearing AG a Late Payment Amount as receiver of the Deferred Payment Amount and which is affected by a Loss which occurs with respect to a Corresponding Pay-In Amount.

"**Affected Prefunding Amount Payer**" means each Clearing Member which has paid a Prefunding Amount to Eurex Clearing AG and is affected by a Prefunding Amount Loss.

"**CM-Related Loss**" means each of a Prefunding Amount Clearing Member-Related Loss and a Late Payment Amount Clearing Member-Related Loss.

"**Corresponding Pay-In Amount**" means the amounts paid by the Non-Late CMs which correspond to the Deferred Payment Amount.

"**Corresponding Pay-In Amount Loss**" means a Loss which occurs with respect to a Corresponding Pay-In Amount.

"**Corresponding Pay-In Amount Loss Shortage Amount**" means an amount up to the amount of the relevant Corresponding Pay-In Amount.

"**Late Payment Amount Loss**" means a Loss which occurs with respect to a Late Payment Amount.

"**Late Payment Amount Loss Shortage Amount**" means an amount up to the amount of the relevant Late Payment Amount which has actually been paid to Eurex Clearing AG pursuant to Number 3.4.4 (2) above.

"**Loss Shortage Amount**" means each of a Late Payment Amount Loss Shortage Amount and a Prefunding Amount Loss Shortage Amount.

"**Prefunding Amount Loss**" means a Loss which occurs with respect to a Prefunding Amount.

"**Prefunding Amount Loss Shortage Amount**" means an amount up to the amount of the relevant Prefunding Amount which has actually been paid to Eurex Clearing AG pursuant to Number 3.2.1 (2) above.

3.6 Step-In Process and Roll-Over in the case of a Termination

In case a Termination Date has occurred with respect to a Clearing Member, Eurex Clearing AG shall have the right to carry out (i) the Step-in Process or (ii) the Roll-Over with respect to OTC Currency Transactions during and as part of the default management process pursuant to Chapter I Part 1 Number 7.5 subject to the following modifications:

(i) Numbers 3.4.2 and 3.4.3 shall apply *mutatis mutandis* with respect to the Terminated Transactions (as defined in Chapter I Part 1 Number 7.5) which were OTC Currency Transactions as if the relevant payments that would have had to be made by the Affected Clearing Member under such Terminated Transactions in the absence of the Termination were Relevant FX/XCCY Payments with respect to which an FX/XCCY Failure to Pay had occurred;

(ii) the Late CM Contractual Penalty does not apply;

(iii) any references to a Late CM shall be a reference to an Affected Clearing Member; and

(iv) any relevant FX/XCCY Failure to Pay Costs shall be taken into account when determining the Difference Claim with respect to the Proprietary Standard Agreement.

3.7 Trade Netting and Accumulation

(1) Eurex Clearing AG may agree with a Clearing Member upon the mutual cancellation ("**Netting**") and the accumulation of OTC FX Transactions provided that such OTC FX Transactions are part of the same Standard Agreement. In this case, the Netting and accumulation shall be carried out on the basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Member.

(2) To the extent the OTC FX Transactions that are subject to Netting or accumulation pursuant to Number 3.7.1 and 3.7.2 are DC-Related Transactions or UDC-Related Transactions, it is a matter of the relevant parties to agree, whether as a result of such netting or accumulation, any CM-Customer Transactions shall be subject to netting or accumulation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such netting or accumulation.

(3) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the Netting or accumulation instructions were given by the relevant Direct Client to the Clearing Member and whether a netting or accumulation of CM-Customer Transactions is contractually possible or valid.

3.7.1 Inclusion of OTC FX Transactions in the Netting and Accumulation Process

(1) All OTC FX Transactions are eligible for Netting provided that:

(a) the relevant FX Trade Criteria are identical; and

(b) OTC FX Transactions may not be netted with OTC FX Transactions booked on an account that belongs to a different Transaction Accounts Group or ISA Transaction Accounts Group.

"**FX Trade Criteria**" means the commercial terms of the relevant OTC FX Transactions, in particular the following basic criteria:

category of OTC FX Transactions, Currency Pairs, remaining future payment dates, settlement date(s), applicable exchange rates, day count convention, reset date, business day convention, termination date.

(2) With respect to the eligibility of OTC FX Transactions for accumulation, Paragraph (1) applies *mutatis mutandis*.

(3) OTC FX Transactions will be netted and/or accumulated if the OTC FX Transactions have been designated for Netting and/or accumulation, as the case may be, by the respective Clearing Member (or DC With System Access acting on behalf of the relevant Clearing Member) in the system of Eurex Clearing AG. Such designation shall be submitted no later than by 10:00 p.m. (Frankfurt am Main time) on the relevant Business Day.

3.7.2 Netting and Accumulation Procedure

(1) The OTC FX Transactions selected for Netting shall be netted with each other to the maximum extent possible on each Netting Level. Upon closing of the Netting, all OTC FX Transactions that were included in the Netting are cancelled.

The remaining OTC FX Transactions for which there is no counter-position with which they can be netted may be accumulated and novated to one or more OTC FX Transaction(s) with the aggregate notional amount of the accumulated OTC FX Transactions. The OTC FX Transactions that were accumulated shall be cancelled.

(2) The OTC FX Transactions to be accumulated shall be novated to one or more OTC FX Transaction(s) with the aggregate notional amount of the accumulated OTC FX Transactions. The OTC FX Transactions that were accumulated shall be cancelled.

(3) The Netting and the accumulation, respectively, of the OTC FX Transactions will become effective when the OTC Trade Daily Summary Report, in which such event is included, is made available to the relevant Clearing Members.

3.8 Transfer of OTC FX Transactions, Account Transfer and Trade Amendment

(1) An OTC FX Transaction may be transferred in accordance with Paragraphs (3) to (9) and Numbers 3.8.1 and 3.8.2 below, as applicable.

(2) In addition, a Clearing Member may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to a New Clearing Member under the Elementary Clearing Model Provisions or the ISA Provisions in accordance with Chapter I Part 1 Number 8, provided that if the Current Clearing Member has provided any Prefunding Amount to Eurex Clearing AG and such Prefunding Amount has not been transferred in full to the relevant CLS Central Bank Account through the CLS CCP Service or otherwise applied in full in discharge of the CM OTC Currency Transactions Payment Obligations of the Current Clearing Member, then, following such transfer to the New Clearing Member, such paid Prefunding Amount shall constitute a Prefunding Amount provided by the New Clearing Member and shall be allocated accordingly.

(3) The transfer of an OTC FX Transaction will be performed against payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 3.1.6). Furthermore, the relevant Clearing Members may specify in the system of Eurex Clearing AG an additional amount payable by a Clearing Member in connection with the transfer. All amounts payable under this Paragraph (3) will be settled via Eurex Clearing AG.

(4) For a novation through which a transfer pursuant to Number 3.8 is to be made, the novation criteria as laid out in Part 1 Number 1.2.3 (1) 4., 5. 8., 9. shall apply mutatis mutandis. Any such novation shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members electronically via Eurex Clearing AG's system.

(5) If the OTC FX Transaction to be transferred is an STM FX Transaction and no FX STM Election is or has been made or no FX STM Election is permitted with respect to the OTC FX Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c), the relevant OTC FX Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c) shall be established as a CTM Transaction and the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 3.2.1 (4) shall not arise with respect to such Transaction.

(6) To the extent the OTC FX Transactions that are subject to a transfer or account transfer pursuant to Number 3.8.1 or 3.8.2 are DC-Related Transactions or UDC-Related Transactions, it is a matter of the relevant parties to agree whether, as a result of such transfer or account transfer, any CM-Customer Transactions shall be created or be subject to a transfer or cancellation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such transfer.

(7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the transfer or account transfer instructions were given by the relevant Direct Client to the Clearing Member.

(8) Eurex Clearing AG may, subject to further restrictions set out in the systems of Eurex Clearing AG, offer a bulk transfer of two or more OTC FX Transactions where

the check in accordance with Part 1 Number 1.2.3 (1) Clause 8 whether the Clearing Member has delivered sufficient Eligible Margin Assets is performed on a net basis across all such OTC FX Transactions.

(9) A transfer or booking pursuant to Number 3.8.1 or 3.8.2 must not result in or contribute to a requirement of the Clearing Member to pay a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2) on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.5.1 (4)) immediately following the date of the transfer or booking – assuming, for the purposes of this Number 3.8 only, that Part 3 Number 3.2.1 (2) applied and any of these two Business Days were a relevant Settlement Day for the purposes of determining a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2).

3.8.1 Transfer of an OTC FX Transaction to another Clearing Member

(1) Upon request of a Clearing Member or a DC With System Access (on behalf of the Clearing Member) entered into the system of Eurex Clearing AG, an OTC FX Transaction may be transferred from a Clearing Member to another Clearing Member holding the required OTC Currency Products Clearing License. Number 3.8 (6) applies.

(2) Any transfer or partial transfer of an OTC FX Transaction provided for in this Number 3.8.1 may be effected by way of novation pursuant to Number 3.8 (4) and Chapter I Part 1 Number 1.2.2 (5).

3.8.2 Account Management or Account Transfers

(1) Clearing Members may book OTC FX Transactions to or from any of their transaction accounts in accordance with this Number 3.8.2. Any booking will take place by way of novation pursuant to Number 3.8 (4) and Chapter I Part 1 Number 1.2.2 (5).

(2) Such bookings may also be made with respect to part of an OTC FX Transaction.

3.8.2.1 Account Management in case of Own Transactions, DC-Related Transactions and UDC-Related Transactions

Upon request of a Clearing Member, Eurex Clearing AG may book

(a) an Own Transaction from its Clearing Member Own Account to a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client (thereby becoming a DC-Related Transaction or UDC-Related Transaction) or

(b) a DC-Related Transaction or UDC-Related Transaction from a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client to its Clearing Member Own Account (thereby becoming an Own Transaction).

3.8.2.2 Account Transfer in case of a DC With System Access

(1) Upon request of a Clearing Member or a DC With System Access and subject to the consent of the Clearing Member, Eurex Clearing AG may book an account position relating to an OTC FX Transaction that is an DC-Related Transaction from a Transaction Account relating to the relevant DC With System Access to a Transaction Account relating to another DC With System Access/Basic DC of the same Clearing Member.

(2) To the extent the request is not entered into Eurex Clearing AG's system by the relevant DC With System Access, the Clearing Member will be responsible for obtaining the relevant instruction from such DC With System Access separately.

3.8.3 Trade Amendment

A Clearing Member or a DC With System Access may, by means of an entry in Eurex Clearing AG's system, split OTC FX Transactions and assign new customer references to the new Transactions resulting from the trade split provided that such new Transactions are booked in the same account as the Transaction that existed before the trade split was made. As a result, new OTC FX Transactions will be created the aggregate nominal amount of which is equal to the nominal amount of the OTC FX Transaction that was split.

3.9 Early Termination

(1) An OTC FX Transaction may be early terminated in accordance with Paragraphs (2) to (8) and Numbers 3.9.1 and 3.9.2 below, as applicable.

(2) A Clearing Member may, with the consent of Eurex Clearing AG, terminate an OTC FX Transaction or convert a DC-Related Transaction into an Own Transaction of the Clearing Member in accordance with this Number 3.9.

(3) Any early termination pursuant to this 3.9 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members via Eurex Clearing AG's system.

(4) Without prejudice to the early termination provisions set out in this Number 3.9 and any termination rights a Clearing Member may have pursuant to Chapter I, Clearing Members have no right to exercise any early termination option under any OTC FX Transaction and no mandatory early termination shall apply to an OTC FX Transaction. This paragraph shall not restrict the parties to an OTC FX Transaction to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of the OTC FX Transaction.

(5) To the extent the OTC FX Transactions that are subject to an early termination pursuant to this Number 3.9 are DC-Related Transactions or UDC-Related Transactions, it is the responsibility of the relevant parties to agree on a bilateral basis that, as a result of such early termination, any CM-Customer Transaction shall be early terminated.

(6) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the termination instructions were given by the relevant Direct Client to the Clearing Member.

(7) A conversion or early termination pursuant to this Number 3.9 must not result in or contribute to a requirement of the Clearing Member to pay a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2) on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.5.1 (4)) immediately following the date of the conversion or early termination – assuming, for the purposes of this Number 3.9 only, that Part 3 Number 3.2.1 (2) applied and any of these two Business Days were a relevant Settlement Day for the purposes of determining a Prefunding Amount in accordance with Part 3 Number 3.2.1 (2).

3.9.1 Conversion of DC-Related Transactions into Own Transactions

(1) A Clearing Member may convert a DC-Related Transaction into an Own Transaction of the Clearing Member. Such conversion may also be effected with respect to part of a DC-Related Transaction. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(2) An OTC FX Transaction converted into an Own Transaction pursuant to Paragraph (1) will be credited to the Clearing Member Own Account. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(3) The provisions relating to the termination or close-out as a result of a default of the DC With System Access/Basic DC set out in Chapter I shall not be affected by the provisions of this Number 3.9.1.

3.9.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions

An OTC FX Transaction between the Clearing Member and Eurex Clearing AG may only be terminated (i) together with an OTC FX Transaction between Eurex Clearing AG and another Clearing Member which has identical terms, (ii) against the payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 3.1.6) and (iii) provided that:

(a) Eurex Clearing AG and both Clearing Members have given their consent to such termination;

(b) both Clearing Members were a party to the Original OTC FX Transaction; and

(c) none of the two OTC FX Transactions created upon novation of the Original OTC FX Transaction was subject to (i) any netting or accumulation pursuant to Number 3.7 or (ii) a transfer or trade amendment pursuant to Number 3.8.

If both Clearing Members have given their consent to the termination request in accordance with Number 3.9.2 (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

An early termination pursuant to this Number 3.9.2 may also be effected with respect to part of an OTC FX Transaction.

Any amounts payable under this Number 3.9.2 to or by Eurex Clearing AG shall be paid directly through the CLS CCP Service.

3.10 Specific Provisions relating to a Porting of Assets and Positions

The following provisions apply in addition to or, as relevant, in deviation from the provisions on the porting of assets and positions upon the occurrence of a Termination in respect of the Clearing Member set out in the Elementary Clearing Model Provisions and the ISA Provisions:

If, with respect to an Omnibus Standard Agreement or ISA Standard Agreement (as applicable), Eurex Clearing AG has received (a) an ECM Porting Election Notice (that does not constitute a Termination Election) in accordance with the Elementary Clearing Model Provisions or (b) an ISA Porting Election Notice (that does not constitute a Termination Election) in accordance with the ISA Provisions, the following applies:

(1) On any Settlement Date that occurs with respect to such Standard Agreement during the ECM Porting Period or the ISA Porting Period, Eurex Clearing AG will make, on a best efforts basis, the relevant payments (in the relevant currency) that would (in the absence of the suspension of the Clearing of the OTC Currency Transactions allocated to such Standard Agreement) be payable by the Clearing Member through the CLS CCP Service in respect of such Standard Agreement directly (and on a net basis) to the relevant CLS Central Bank Account through the CLS CCP Service.

For such purpose Eurex Clearing AG may, in its discretion, (A) apply any Prefunding Amounts (in the Prefunding Amount Proportion applicable to such Standard Agreement), (B) use own funds, (C) exercise its options to enter into one or more FX Hedging Transactions (and in such case Number 3.4.3.1 shall apply mutatis mutandis) and/or (D) pay Alternative Currency Amounts (and in such case Number 3.4.3.2 shall apply mutatis mutandis). Eurex Clearing AG's rights pursuant to Number 3.4.3.3 shall remain unaffected.

(2) If Eurex Clearing AG has made a payment in accordance with Paragraph (1)(B) and/or Paragraph (1)(C) above on such Settlement Date, Eurex Clearing AG shall be entitled to receive such corresponding payments through the CLS CCP Service that would (in the absence of the suspension of the Clearing of the OTC Currency Transactions allocated to such Standard Agreement) be received by the Clearing Member through the CLS CCP Service with respect to such Standard Agreement.

(3) If the relevant payment received by Eurex Clearing AG through the CLS CCP Service in accordance with Paragraph (2) above (A) is lower than the corresponding amount paid by Eurex Clearing AG in accordance with Paragraph (1)(B) and/or Paragraph (1)(C) above (a "**Pay-Out Shortfall**") or (B) is denominated in a currency other than the currency of the payments made by Eurex Clearing AG in accordance with Paragraph (1)(B) and/or Paragraph (1)(C) above and, when converting the received amount into the currency of the corresponding paid amount, Eurex Clearing AG incurs any currency loss, an amount equal to each such Pay-Out Shortfall and

each such currency loss shall be deemed to constitute an Unpaid Amount for purposes of the determination of the Difference Claim in respect of the Proprietary Standard Agreement between Eurex Clearing AG and the Affected Clearing Member.

(4) If the applicable Porting Requirements are met within the time frames set out in Chapter I Part 2 or Part 4 (as relevant), Eurex Clearing AG will credit any Redelivery Claim with respect to a Prefunding Amount allocated to such Omnibus Standard Agreement or ISA Standard Agreement to the Replacement Clearing Member (and the corresponding Redelivery Claim shall also be transferred to the Replacement Clearing Member).

3.11 Acknowledgements by Clearing Members

The Clearing Member acknowledges that:

(i) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Number 3.2.2.3 – be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member may have already made a payment through the CLS CCP Service to the relevant CLS Central Bank Account and/or (y) the Clearing Member will – in the circumstances set out in Number 3.12 (2) and (3) – be required to indemnify Eurex Clearing AG by paying an amount equivalent to the relevant Prefunding Amount or Late Payment Amount, respectively, to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member has already paid the Prefunding Amount or Late Payment Amount, respectively, to Eurex Clearing AG;

(ii) without prejudice to the consequences of any non-compliance with the USD Pay-In Limit or USD Pay-Out Limit (and NPV Change Buffer, as applicable) (the "**USD Limits**") and/or the GBP Pay-In Limit or GBP Pay-Out Limit (the "**GBP Limits**") that are set out in this Part 3, it is under no obligation to submit Original OTC Transactions for Clearing which result in exceeding the USD Limits and/or the GBP Limits (as applicable to it from time to time) on any Settlement Date and that it may reduce its portfolio size in order to avoid exceeding the USD Limits and/or GBP Limits (as applicable to it from time to time);

(iii) if certain pay-out cash flows of the Clearing Member in USD or GBP on a Settlement Date exceed certain thresholds (as set out in Part 3 Number 3.3) it is obliged to pay the relevant Pay-Out Limit Breach Contractual Penalty;

(iv) to the extent Eurex Clearing AG is unable to source the Unavailable FX/XCCY Currency Amount through the exercise of its option(s) as set out in Number 3.4.3.1, Eurex Clearing AG shall be entitled to discharge its payment obligation with respect to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount in the Available Currency as further set out in Number 3.4.3.2;

(v) in the case of Extraordinary Circumstances, Eurex Clearing AG shall be entitled to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on the relevant Settlement Date until the next Relevant Currency Pair Business Day as further set out in Number 3.4.3.3;

(vi) it shall pay the Prefunding Amount Loss Shortage Amount or Late Payment Amount Loss Shortage Amount (which can be an amount up to the relevant Prefunding Amount or Late Payment Amount, respectively) in the circumstances set out in Number 3.5.1;

(vii) it shall pay the FX/XCCY Failure to Pay Costs if, *inter alia*, it fails to pay the relevant Loss Shortage Amount in full by the relevant Loss Shortage Cut-Off Time;

(viii) the payment obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Loss Shortage Amount pursuant to Number 3.5.2 (1); and

(ix) Eurex Clearing AG is entitled to claim compensation from the Clearing Member for any Prefunding Amount Clearing Member-Related Loss, Late Payment Amount Clearing Member-Related Loss and Corresponding Pay-In Amount Clearing Member-Related Loss, in each case as further set out in Chapter I Part 1 Number 3.5.6 (which may also be the case if a Loss occurs with respect to an Investment Party which is unrelated to the actual holding of Prefunding Amounts, Late Payment Amounts or Corresponding Pay-In Amounts, respectively).

3.12 Indemnity by Clearing Members

(1) Each Clearing Member shall indemnify Eurex Clearing AG against any damages (*Schäden*) and losses (including, without limitation, any indemnity obligation towards CLS Bank and any properly incurred legal fees (as well as any applicable VAT)), which Eurex Clearing AG incurs as a result of the Clearing Member making or receiving any payments in connection with this Part 3 through any CLS Nostro Bank, provided that such indemnity obligation shall not apply to the extent such damages or losses result from Eurex Clearing AG's negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).

(2) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Prefunding Amount to the relevant CLS Central Bank Account, the Prefunding Amount Payer shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Prefunding Amount to an account notified to the Prefunding Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Number 3.2.2.3 (1) (ii) and (3) shall apply *mutatis mutandis* as if the Prefunding Amount Payer were an Affected Payer Clearing Member and the provisions of Number 3.2.1 (2)(d) on the allocation of a Prefunding Amount to the Transaction Accounts Groups of the Prefunding Amount Payer shall also apply *mutatis mutandis*.

(3) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Late Payment Amount to the relevant CLS Central Bank Account, the Late CM which has paid the Late Payment Amount ("**Late Payment Amount Payer**") shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Late Payment Amount to an account notified to the Late Payment Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Number 3.2.2.3 (1) item (ii) and (3) shall apply *mutatis mutandis* as if the Late Payment Amount Payer were an Affected Payer Clearing Member.

3.13 Use and Disclosure of Data

3.13.1 Use of data provided by Eurex Clearing AG

The Clearing Member (who shall also procure that its DCs With System Access consent accordingly) consents not to use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of fulfilling its own obligations vis-à-vis its customers relating to corresponding OTC fx transactions or complying with an obligation vis-à-vis a competent regulatory authority.

3.13.2 Consent to disclose data to CLS Bank

The Clearing Member consents to the disclosure, to the extent permitted by applicable law, by Eurex Clearing AG to CLS Bank of all data in respect of the Clearing Member that are required for the making and settlement of payments to and from such Clearing Member through the CLS CCP Service in connection with this Part 3.

3.14 Limitation of liability

Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of CLS Bank, unless CLS Bank violates any of its essential obligations (*wesentliche Vertragspflichten*) in connection with providing the CLS CCP Service with respect to OTC FX Transactions. An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and in which the Clearing Member trusts and may trust. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted to damages typically foreseeable at the time of granting the Clearing License. This Number 3.14 shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

3.15 Testing and trialling

Each Clearing Member shall (i) upon request by Eurex Clearing AG participate in the testing and trialling carried out by CLS Bank in connection with the CLS CCP Service and (ii) on a quarterly basis and/or upon request by Eurex Clearing AG participate in the

testing and trialling with respect to OTC Currency Transactions and the FX Hedging Transactions (in each case of (i) and (ii) above, the "**Testing and Trialling**"). The Clearing Member shall induce its CLS Nostro Bank(s) to also participate in the Testing and Trialling.

3.16 Suspension of Clearing

If one or more of a Clearing Member's CLS Nostro Banks (i) fail to (A) participate in the Testing and Trialling as set out in Number 3.15 or (B) apply the standard customary for nostro banks in carrying out payment instructions received by the Clearing Member or (ii) become subject to any of the events set out in Chapter I Part 1 Number 7.2.1 (5), (7) or (8), then Eurex Clearing AG may one or more times suspend or limit the Clearing of new OTC FX Transactions of such Clearing Member in accordance with Chapter I Part 2 Subpart A Number 6.2 which shall apply *mutatis mutandis*.

3.17 CLS Nostro Bank

(1) A Clearing Member is allowed to substitute one or more of its CLS Nostro Banks, if (i) Eurex Clearing AG has received at least 90 calendar days' prior written notice of such substitution and (ii) the substitute CLS Nostro Bank has been recognised and approved by Eurex Clearing AG (such recognition and approval is, *inter alia*, subject to the CLS Nostro Bank's successful participation in the Testing and Trialling). For the avoidance of doubt, if the recognition and approval process of the substitute CLS Nostro Bank takes longer than 90 calendar days, the substitution shall only become effective after such recognition and approval. Subject to the previous sentences, if the substitution of the CLS Nostro Bank(s) does not result in the reduction of the respective GBP Limits and USD Limits of any of the other Clearing Members applicable at the time of the proposed substitution, Eurex Clearing may agree to a shorter notice period.

(2) If a Clearing Member's CLS Nostro Bank becomes subject to (i) any of the events set out in Chapter I Part 1 Number 7.2.1 (5), (7) or (8) or (ii) any recovery and resolution measures pursuant to the Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen*), or any similar measure under foreign law, or Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, or any similar measure under foreign law, then Eurex Clearing AG has the right to request the substitution of the Clearing Member's CLS Nostro Bank with a substitute CLS Nostro Bank recognised and approved by Eurex Clearing AG without undue delay.

Part 4 Clearing of OTC XCCY Transactions

4.1 General Provisions

4.1.1 Applicable General Provisions

The general provisions of Part 1 and the provisions of Part 3 (to the extent that the provisions of Part 3 expressly refer to OTC XCCY Transactions and/or OTC Currency Transactions) apply to and in connection with all cross currency swap transactions traded over-the-counter and cleared by Eurex Clearing AG (the bilateral transactions the "**Original OTC XCCY Transactions**" and the transactions resulting from an inclusion in the Clearing, the "**OTC XCCY Transactions**"), except where deviating or supplementary provisions for OTC XCCY Transactions are set out in this Part 4.

4.1.2 Determination of Transactions to be included in the Clearing; Additional Terms

(1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 4.1.5.1 below, Eurex Clearing AG determines the Original OTC XCCY Transactions to be included in the Clearing of Eurex Clearing AG.

(2) Where a Trade Record transmitted via an ATS containing an Original OTC XCCY Transaction recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Numbers 4.2 and 4.3 below, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to an OTC XCCY Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

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

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

4.1.4 CTM XCCY Transactions and STM XCCY Transactions

(1) A Clearing Member may, by way of an XCCY STM Election, elect that all (but not some only) of its STM Eligible XCCY Transactions under a particular Standard Agreement shall be cleared as STM XCCY Transactions.

In the case of Existing STM Eligible XCCY Transactions, the CTM XCCY Transactions shall be established as STM XCCY Transactions on the XCCY STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible XCCY Transactions, the OTC XCCY Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM

XCCY Transactions upon such novation pursuant to Paragraph (3) below. In the case of Transfer STM Eligible XCCY Transactions, the OTC XCCY Transactions created by way of novation pursuant to Number 4.9 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) shall be converted into STM XCCY Transactions upon such novation pursuant to Paragraph (4) below.

(2) If an XCCY STM Election is made, all Existing STM Eligible XCCY Transactions under the relevant Standard Agreement shall be amended on the XCCY STM Effective Date as follows:

(a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 4.2.1 (5) shall arise under the relevant STM XCCY Transaction; and

(b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible XCCY Transaction and with respect to which a Redelivery Claim exists immediately prior to the XCCY STM Effective Date shall be rededicated as XCCY STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM XCCY Transaction as of the Business Day immediately preceding the XCCY STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible XCCY Transaction shall expire.

(3) If an XCCY STM Election is made, the relevant Original STM Eligible XCCY Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the XCCY STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 4.2.1 (5) shall arise under the relevant STM XCCY Transaction.

(4) If an XCCY STM Election is made, the relevant Transfer STM Eligible XCCY Transaction shall be amended upon the effectiveness of the novation pursuant to Number 4.9 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) (provided the point in time of such effectiveness falls on or after the STM XCCY Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 2.2.1 (5) shall arise under the relevant STM XCCY Transaction.

(5) For the avoidance of doubt, in the case of the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 4.2.1 (5) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM XCCY Transaction.

(6) For the purposes of this Chapter VIII,

(a) "**CTM XCCY Transaction**" means an OTC XCCY Transaction in respect of which the Variation Margin Requirement and XCCY PAI as set out in Number 4.1.7 (2) and (3) apply.

(b) "**CTM Currency Transaction**" means any CTM FX Transaction and CTM XCCY Transaction.

(c) "**Existing STM Eligible XCCY Transaction**" means a CTM XCCY Transaction that is an Own Transaction and was created as a CTM XCCY Transaction between the Clearing Member and Eurex Clearing by way of novation prior to the XCCY STM Election.

(d) "**Original STM Eligible XCCY Transaction**" means an Own Transaction that is an OTC XCCY Transaction and is created by way of novation pursuant to Part 1 Number 1.2.1.

(e) "**XCCY STM Effective Date**" means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the XCCY STM Election.

(f) "**XCCY STM Election**" means the election by the Clearing Member that all (but not some only) of its OTC XCCY Transactions under a particular Standard Agreement shall be Settled-to-Market.

(g) "**STM Eligible XCCY Transactions**" means, with respect to a Clearing Member, all of its (i) Existing STM Eligible XCCY Transactions, (ii) Original STM Eligible XCCY Transactions and (iii) Own Transactions that are OTC XCCY Transactions and are created upon novation pursuant to Number 4.8.

(h) "**Transfer STM Eligible XCCY Transaction**" means an OTC XCCY Transaction that is created by way of novation pursuant to Number 4.9 in connection with Chapter I Part 1 Number 1.2.2 (5) (c).

(7) If, in case of a default of a Clearing Member, STM XCCY Transactions are ported to a Replacement Clearing Member by way of assumption of contract (Vertragsübernahme) in accordance with the porting provisions of Chapter I applicable to the relevant Standard Agreement, and the relevant Replacement Clearing Member does not support the XCCY STM Election with regard to the relevant Standard Agreement, then upon the porting becoming effective the affected STM XCCY Transactions shall be amended to become CTM XCCY Transactions and (ii), in respect of each relevant transaction, an amount equal to the XCCY STM Amount that would have been payable by the relevant party on the Last XCCY STM Amount Payment Date if the effective date of the porting had been the Last XCCY STM Amount Payment Date shall constitute (or, as relevant, be added to) a Redelivery Claim (in respect of Variation Margin) of the other party.

4.1.5 Novation Criteria and Process Regarding OTC XCCY Transactions

With regard to the novation of OTC XCCY Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

4.1.5.1 Transaction Type Specific Novation Criteria and Terms for OTC XCCY Transactions

The following Transaction Type specific novation criteria must be fulfilled for OTC XCCY Transactions (based on the trade record transmitted to Eurex Clearing AG via the ATS). To the extent the values are actually reflected in the OTC Trade Novation Report of an OTC XCCY Transaction, they shall form the basis of the respective OTC XCCY Transaction.

(1) Categories of OTC XCCY Transactions

The OTC XCCY Transaction must be a mark-to-market cross currency swap.

(2) Currency pairs

The currency pair ("**Currency Pair**")) must be either (i) EUR/USD or (ii) GBP/USD.

The initial exchange payments and final exchange payments of both parties must not be made in the same currency and the floating amounts payable by each party must be denominated in the same currency as the initial exchange payments made by the respective other party.

(3) Payment types

The initial exchange payments and the trade related fee payments to be made by the parties with respect to the relevant OTC XCCY Transaction are defined at the conclusion of the contract. Payments in respect of the MTM Amount are determined in accordance with the terms of the relevant OTC XCCY Transaction and Number 4.2.6. The interest rate payments by the parties must be floating rate versus floating rate.

Payments of any interest amounts due under the OTC XCCY Transaction (other than fees) must be in arrears (and not prior to or at the beginning of a calculation period).

Fees relating to the termination are settled one Business Day after the termination date. In case of maturity, fees are settled on the maturity date.

(3a) Initial Exchange and Final Exchange

The Initial Exchange Date, the Initial Exchange Amount(s), the Final Exchange Date and the Final Exchange Amount(s) shall be specified. If a Party is the Variable Currency Payer, the respective Final Exchange Amount applicable to that party will be the Variable Currency Amount as determined in accordance with Number 4.2.4 (1) for the final Calculation Period.

(4) Maximum remaining term / Termination Date

The remaining term of the OTC XCCY Transaction between the date of novation and the Termination Date must be no more than the sum of the Preliminary Remaining Term and the IMM Extension.

"**IMM Dates**" means the third Wednesday of March, June, September and December (i.e., between the 15th and 21st, whichever such day is a Wednesday), and IMM stands for the International Money Market.

"**IMM Extension**" means the period beginning immediately at the end of the Preliminary Remaining Term and ending on the date that is two IMM Dates following the end of the Preliminary Remaining Term.

"**Preliminary Remaining Term**" means the period between the date of novation and a date which is no more than 50 years following the date of novation.

(5) Minimum remaining term

The minimum period of an OTC XCCY Transaction between the date of novation and the termination date must be at least 3 months.

(6) Shortened or extended calculation period (stub period)

A non-standard shortened or extended calculation period ("**XCCY** Stub Period") that relates to a time period after novation, if any, must meet the following criteria:

(a) a short or long first calculation period ("**XCCY Front Stub Period**") and a short or long last calculation period ("**XCCY Back Stub Period**") may be specified for OTC XCCY Transactions, provided that the OTC XCCY Transaction can either have a XCCY Front Stub Period or a XCCY Back Stub Period. If both floating rate payment legs have a XCCY Stub Period, these have to be of the same type, *i.e.* both XCCY Front Stub Periods or both XCCY Back Stub Periods.

(b) The minimum period length of short XCCY Stub Periods is one Business Day. The maximum period length for long XCCY Stub Periods is one year and one month for floating rate payments in EUR and seven months for floating rate payments in USD.

(c) The floating rates for XCCY Stub Periods must be specified in the trade record submitted via the ATS as follows:

(aa) in case of a XCCY Front Stub Period, the applicable first fixed floating rate for the XCCY Stub Period is specified as such;

(bb) if a floating rate index tenor is specified, which is used for the fixing in respect of the XCCY Stub Period, the respective tenors. The following tenors (W = week(s),
M = month(s), Y = year) are eligible:

(i) in case the currency is EUR: 1W, 1M, 3M, 6M, 1Y;

(ii) in case the currency is GBP: n/a;

(iii) in case the currency is USD and the termination date is before 01.10.2021: 1W, 1M, 2M, 3M, 6M; in case the currency is USD and the termination date is on or after 01.10.2021: 1M, 3M, 6M.

Only neighbouring tenors of the XCCY Stub Period length are allowed (*e.g.* 3M or 6M for XCCY Stub Period length 3M+1W);

(cc) Whether "Linear Interpolation" applies, and if so, the respective floating rate index and tenors. The tenors used for interpolationmust be the two neighbours of the XCCY Stub Period length (*e.g.* 3M and 6M for XCCY Stub Period length 3M+1W). The eligible tenors are the same as for the method set out under lit. (bb) above; and

(d) may only be for the Currency Pair EUR/USD.

(7) Floating Amounts

In respect of each Floating Amount, the relevant Floating Amount Payer and the criteria to determine the Floating Amount shall be specified.

If the respective Floating Amount Payer is the Variable Currency Payer, then the Currency Amount applicable to that Floating Amount Payer will, for each Calculation Period, be the Variable Currency Amount as determined in accordance with Number 4.2.4 (1) for that Calculation Period

(7a) Rate Options

The following Floating Rate Options are eligible (where applicable, the relevant Designated Maturity needs to be specified):

(a) EUR-EURIBOR (also referred to as EUR-EURIBOR-Reuters);

(b) GBP-SONIA-Compound (also referred to as GBP-SONIA-COMPOUND);

(c) USD-LIBOR (also referred to as USD-LIBOR-BBA);

(d) USD-SOFR-Compound (also referred to as USD-SOFR-COMPOUND).

(7b) Floating Rate Day Count Fraction

For each floating leg, a Floating Rate Day Count Fraction is to be specified.

(7c) Reset Dates

For each floating leg, the Reset Dates shall be specified.

(7d) Fixing Day offset

A Fixing Day offset may be specified within the following parameters: -10 to 0 Business Days.

(7e) Delayed Payments

Delayed Payments (also called payment lags or payment offsets and which shall be interpretated in accordance with Section 3.1.9 of the 2021 ISDA Definitions) may be specified within the following parameters: 0 Business Days for legs referencing EUR-

EURIBOR and USD-LIBOR or 2 Business Days for legs referencing GBP-SONIA-Compound and USD-SOFR-Compound.

(8) Spreads

Spreads may apply to the floating rates under the OTC XCCY Transactions. Spreads can be positive, zero or negative. Spreads applicable to an OTC XCCY Transaction must be constant; floating rate spread schedules are not supported.

(9) Calculation periods

The calculation periods for payments of floating amounts under the relevant OTC XCCY Transaction must be three months (except for XCCY Stub Periods).

If a payment date for a floating rate payment is adjusted in accordance with any applicable Business Day Convention, the number of days in the relevant calculation period may either be adjusted to the new payment date or remain unadjusted, which is to be specified in the trade record submitted via the ATS.

The start and end dates of a calculation period have to be identical for each leg of an OTC XCCY Transaction.

(10) Notional amount

The minimum notional amount must be 0.01; the notional amount is denominated in USD.

(11) Day Count Fraction conventions

The Day Count Fraction conventions applicable to the OTC XCCY Transactions must comply with Number 4.2.7.

(12) Business Days

(a) For purposes of defining the applicable Business Days, the following financial center(s) and/or terms may be specified:

Financial center(s) and/or terms	**fpML code**
Vienna	ATVI
Brussels	BEBR
Zurich	CHZU
Frankfurt	DEFR
Copenhagen	DKCO

Financial center(s) and/or terms	fpML code
Madrid	ESMA
TARGET or TARGET Settlement Day	EUTA
Helsinki	FIHE
Paris	FRPA
London	GBLO
Athens	GRAT
Dublin	IEDU
Milan	ITMI
Rome	ITRO
Tokyo	JPTO
Oslo	NOOS
Warsaw	PLWA
Stockholm	SEST
U.S. Government Securities Business Day (as defined in Section 2.1.8 of the 2021 ISDA Definitions)	USGS
New York	USNY

(b) At least the specification of the following financial center(s) and/or terms is mandatory for the OTC XCCY Transaction, further financial center(s) and/or terms may be added optionally (except for Fixing Days) as set out in limb (a):

Currency Pairs	Referenced floating rate index	FpML code of the mandatory financial center(s) and/or terms		
		For Payment Dates	For Effective Date, Termination Date	For Fixing Days
EUR/USD	EUR-EURIBOR	EUTA & USNY	EUTA & USNY	EUTA
	USD-LIBOR			GBLO
GBP/USD	GBP-SONIA-Compound	GBLO & USNY & EUTA	GBLO & USNY & EUTA	GBLO
	USD-SOFR-Compound			USGS

(13) Business Day Convention

The Business Day Convention(s) for adjusting any relevant date must be one of the following:

(i) Following,

(ii) Modified Following,

(iii) Preceding, or

(iv) No Adjustment (which is only supported in respect of the Effective Date).

(14) Caps, floors, collars

Original OTC XCCY Transactions where one or both floating rates are subject to a cap, floor or a collar are not eligible.

(15) Effective Date

OTC XCCY Transactions may have an Effective Date at present (spot starting), in the future (forward starting) or in the past (backloading).

(16) If Original OTC XCCY Transactions containing break clauses *(Kündigungsrechte)* (including, but not limited to optional and/or mandatory early termination rights) are submitted to Eurex Clearing AG for clearing, such break clauses will not become part of the OTC XCCY Transactions.

(17) The following shall be specified:

Constant Currency Payer, Variable Currency Payer, Constant Currency Among in the Constant Currency, Currency Exchange Rate.

(18) No application of unscheduled holiday provisions to Period End Dates or Termination Dates

For the avoidance of doubt, a "Period End Date/Termination Date adjustment for Unscheduled Holiday" (as used Section 2.3.6 of the 2021 ISDA Definitions) is not supported for OTC XCCY Transactions and will be discarded if specified in a Trade Record transmitted to Eurex Clearing.

(19) No application of Rate Cut-off Dates

For the avoidance of doubt, a "Rate Cut-off Date" (as used in Section 6.4.2 of the 2021 ISDA Definitions) is not supported for OTC XCCY Transactions and and will be disregarded if specified in a Trade Record transmitted to Eurex Clearing.

4.1.5.2 Documentation of Original OTC XCCY Transactions

(1) In the trade record submitted via the ATS in respect of an Original OTC XCCY Transaction for purposes of the Clearing of OTC XCCY Transactions, any bilateral master agreement may be specified and, in respect of the applicable contractual definitions, the following frameworks are allowed:

(i) the contractual definitions issued by ISDA (in particular, the 2000 ISDA Definitions, the 2006 ISDA Definitions and the 2021 ISDA Definitions),

(ii) the DRV,

(iii) the AFB/FBF Master Agreement, or

(iv) a blank field.

(2) Irrespective of the master agreement and/or the applicable contractual definitions of the Original OTC XCCY Transaction, the provisions of these Clearing Conditions shall apply to each OTC XCCY Transaction on the basis of the relevant OTC Trade Novation Report as set out in Number 4.2.3.

(3) By entering into the relevant Clearing Agreement, the Clearing Member declares vis-à-vis Eurex Clearing AG that it has access to the 2021 ISDA Definitions including any amendments and/or supplements issued hereto as of the date of such Clearing Agreement. The Clearing Member further declares that it will be its own responsibility to obtain any amendments and/or supplements to the 2021 ISDA Definitions (including any successor to the 2021 ISDA Definitions as published by ISDA) which are published after their entering into the relevant Clearing Agreement.

The Clearing Member further agrees to the passing on to ISDA of their company name and their company address in the context of the delivery to it of the documents referred to in the foregoing paragraph.

4.1.5.3 Bulk Backloading of Original OTC XCCY Transactions

(1) An Original OTC XCCY Transaction will be considered as a backloaded trade ("**Bulk Backloaded Original OTC XCCY Transaction**") if the following requirements are met:

(i) if the Original OTC XCCY Transaction is submitted to Eurex Clearing via MarktiWire, the trade date must be more than ten Business Days prior to the date of submission to Eurex Clearing AG and the Original OTC XCCY Transaction must be specified as a backloaded trade;

(ii) if the Original OTC XCCY Transaction is submitted to Eurex Clearing by other means, the trade date must be more than ten Business Days prior to the date of submission to Eurex Clearing AG;

(iii) if the Original OTC XCCY Transaction foresees an initial exchange of payments, such payments must have already settled bilaterally.

(2) The novation and clearing process for Bulk Backloaded Original OTC XCCY Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.

(3) Bulk Backloaded Original OTC XCCY Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC XCCY Transactions which are submitted prior to 3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.

(4) The novation process for OTC Bulk Backloaded Original OTC XCCY Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.

(5) At 3:00 p.m. (Frankfurt am Main time) and 5:00 p.m. (Frankfurt am Main time) on each Business Day Eurex Clearing AG will make available to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) a preliminary report indicating the Bulk Backloaded Original OTC XCCY Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 4.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.

(6) Bulk Backloaded Original OTC XCCY Transactions which, on the day of submission, fulfil all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).

(7) For Bulk Backloaded Original OTC XCCY Transactions which, on the day of submission, fulfil all novation criteria except for the provision of the Eligible Margin

Assets necessary to cover the margin requirement Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account of the Clearing Member in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the margin requirement referred to in the foregoing sentence relates and accordingly will constitute Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions or Margin delivered by the Clearing Member pursuant to the ISA Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG).

(8) A Clearing Member or a DC With System Access (acting on behalf of the Clearing Member) may subsequently cancel the submission with respect to any Bulk Backloaded Original OTC XCCY Transaction submitted to Eurex Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that

(i) the cancellation request is entered by the Clearing Member or the DC With System Access into the system of, and received by, Eurex Clearing AG, and

(ii) each, the responsible Clearing Member, in case the request is entered by a DC With Sytem Access, and the other Clearing Member that is a party to the relevant Transaction has given its prior consent in the system of Eurex Clearing AG to such cancellation request.

4.1.6 Daily Evaluation Price and Discounting of Future Cashflows

(1) Eurex Clearing AG determines the daily evaluation price on the basis of (i) the rates determined in accordance with Number 4.2.5 and (ii) the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider (the respective quotes and third party provider to be selected at the reasonable discretion (*billiges Ermessen*) of Eurex Clearing AG), in each case as of the day of the determination of the daily evaluation price (each such day a "Reset Date" for the purposes of Number 4.2.7 (1)). Where no information on the relevant rates as referred to in (i) is available on the relevant screen page, Eurex Clearing AG will determine the daily evaluation price in accordance with Part 1 Number 1.8.

(2) If an XCCY PAI Switch and/or an XCCY PAA Switch occurs that necessitates a switch of the relevant discount curves used for the determination of the daily evaluation prices in accordance with Paragraph (1) (such switch an "**OTC XCCY Discounting Switch**"), any change of the daily evaluation price induced by the OTC XCCY Discounting Switch shall give rise to an offsetting cash compensation claim from Eurex Clearing against the respective Clearing Member (or vice versa, as applicable) that is equal but opposite to the Variation Margin requirement or the

XCCY STM Amount requirement (as applicable) following from the change in the daily evaluation price induced by the OTC XCCY Discounting Switch. Such offsetting cash compensation claim shall be due and payable upon determination thereof by Eurex Clearing AG, but no earlier than on the effective date of the OTC XCCY Discounting Switch.

4.1.7 Margin Requirements

The basic provisions for the margin requirements are set forth in Chapter I Part 1 Number 3 together with Chapter I Part 2 Subpart A Numbers 4 and 6, Subpart B Numbers 5 and 6 and Subpart C Numbers 6 and 7 and Chapter I Part 4 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

(1) The applicable Margin Type with respect to CTM XCCY Transactions shall be Initial Margin and Settlement Compensation Margin (as defined in Part 3 Number 3.1.7 (5)) and the provisions on Variation Margin set out in this Part 4 in conjunction with Part 1 and Chapter I apply, provided that Variation Margin shall be provided in USD cash amounts only. With respect to STM XCCY Transactions the applicable Margin Type shall be Initial Margin and Settlement Compensation Margin and the provisions on Variation Margin do not apply.

(2) The Variation Margin Requirement and/or any Redelivery Amount (each as defined in Chapter I Part 2 Subpart A Number 5 or Part 4 Number 7), as the case may be, for OTC XCCY Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (as set out in Number 4.1.6) as follows: For each outstanding OTC XCCY Transaction entered into prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the OTC XCCY Transaction on the relevant Business Day and the previous Business Day. For OTC XCCY Transactions entered into on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including coupon payments, principal exchange payments, periodical resets and trade related fees) on the current Business Day are added and the trade related cash flows (including coupon payments, principal exchange payments, periodical resets and trade related fees (if any)) on the next Business Day of the respective currency are subtracted.

The Variation Margin Requirement and/or any Redelivery Amount shall be calculated in USD with respect to each CTM XCCY Transaction in accordance with the following formula:

$$\boldsymbol{VM_{\$}(t) = NPV_{\$}(t) - NPV_{\$}(t-1) + DCF_{\$}(t-1,t) - DCF_{\$}(t,t+1) + DCF_{€;£}(t-1,t) \cdot FX(t-1) - DCF_{€;£}(t,t+1) \cdot FX(t)}$$

where:

$\boldsymbol{FX(t)}$ denotes the FX spot rate at time $\boldsymbol{t}$ for EUR/USD or GBP/USD;

DCF(t,t+1) denotes trade related cash flows in the respective currency at time *t+1* discounted to time *t*; and

NPV(t) denotes the net present value of the trade at time *t*.

(3) In addition to Variation Margin and as part of the primary payment obligations of CTM XCCY Transactions, interest (the so-called price alignment interest ("**XCCY PAI**")) shall be payable on the cumulative Variation Margin at the applicable overnight interest rate.

(a) XCCY PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin over the lifetime of the portfolio. The cumulative Variation Margin of the previous Business Day corresponds to the value of the XCCY portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member's perspective, the value of the XCCY portfolio is positive, Eurex Clearing AG will charge XCCY PAI to the Clearing Member. If the overnight interest rates are positive and from a Clearing Member's perspective, the value of the XCCY portfolio is negative, Eurex Clearing AG will credit XCCY PAI to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit XCCY PAI to the Clearing Member if, from a Clearing Member's perspective, the value of the XCCY portfolio is positive and will charge XCCY PAI to the Clearing Member if from a Clearing Member's perspective, the value of the XCCY portfolio is negative.

XCCY PAI shall be calculated and payable on each Business Day with respect to each CTM XCCY Transaction in accordance with the formulas set out in Part 3 Number 3.1.7 (3) (a).

(b) The relevant index to determine the XCCY PAI is SOFR.

Eurex Clearing AG may switch the index to determine the XCCY PAI by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or by way of applying the provisions laid out in Part 1 Number 1.8.2 (each an "**XCCY PAI Switch**"). Eurex Clearing AG may postpone the effective date of an XCCY PAI Switch by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or, if a Termination Event with respect to a Clearing Member, a Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, an Insolvency Termination Event with respect to a Clearing Member, an Insolvency Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event occurs and Eurex Clearing AG deems that such event may have an adverse impact on the proper course of the implementation of an XCCY PAI Switch, by publishing an announcement in accordance with Chapter I Part 1 Number 16.1.

(4) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 (1) (a) Sentence 1 and Chapter I Part 1 Number 1.3.1 (2) (a) (aa) and (2) (c) apply (subject to any limitations on set-off set out in any other applicable Part of Chapter I).

(5) Eurex Clearing AG shall be entitled to demand Settlement Compensation Margin pursuant to Part 3 Number 3.1.7 (5).

(6) Any payments in respect of Variation Margin, XCCY PAI and trade related fees to be made by the Clearing Member to Eurex Clearing AG shall be made on a net basis and directly to the relevant CLS Central Bank Account (as defined in Part 3 Number 3.1.7 (6)) through the CLS CCP Service.

Any payments in respect of Variation Margin and XCCY PAI to be made by Eurex Clearing AG to the Clearing Member shall be made on a net basis and directly to relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

4.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6.

4.1.9 Determination of payments on net basis and effectiveness of underlying netting

Where in this Part 4 a payment is specified to be made "on a net basis", this shall relate to any payment made through the CLS CPP Service pursuant to Part 3, this Part 4 and the FX Swap Line Agreement which is also specified to be made on a net basis, provided that any netting (Verrechnung) across more than one Standard Agreement of any individual payment obligations of Eurex Clearing AG or the Clearing Member that are included in such net payment obligation shall only become effective if and when such net payment obligation has been satisfied (and if, as a result of such netting, no net payment obligation or net payment receivable arises, upon the completion of the settlement cycle of the CLS CCP Service on such Business Day).

4.1.10 Calculation Agent

The Calculation Agent shall determine the floating amounts (including the determination of the applicable floating rate) as well as any close-out amounts or cash settlement amounts that (a) are payable upon termination or novation of OTC XCCY Transactions and (b) are to be determined by the Calculation Agent pursuant to this Part 4. To the extent determinations have to be made with respect to the OTC XCCY Transactions, and, if the transactions were covered by the 2021 ISDA Definitions, the determination would be made by a calculation agent in accordance with Section 1.2.1 (ii) of the 2021 ISDA Definitions, Section 1.2.2 of the 2021 ISDA Definitions shall apply, provided that (i) where Section 1.2.2 (ii) of the 2021 ISDA Definitions is applicable, no consultation of the other party is required and (ii) any notices to be given by Eurex Clearing AG in its capacity as calculation agent will be made available by Eurex Clearing AG in its system. For the avoidance of doubt, in its capacity as calculation agent, the liability of Eurex Clearing AG shall be restricted in accordance with the provisions set out in Chapter I Part 1 Number 14.1.2.

4.2 Product-related terms for OTC XCCY Transactions

The following general product-related terms shall apply to OTC XCCY Transactions.

4.2.1 Payment obligations

(1) The relevant Clearing Member and Eurex Clearing AG shall pay the amounts payable under and in accordance with the terms of the relevant OTC XCCY Transaction as specified in the relevant OTC Trade Novation Report and which are as follows:

(a) subject to Number 4.5 in connection with Part 3 Number 3.4.3.2, the relevant Clearing Member and Eurex Clearing AG each agree to pay to the respective other party the floating amounts as determined in accordance with Number 4.2.4 and as applicable to each of the parties on the relevant Floating Amount Payer Payment Dates;

(b) subject to Number 4.5 in connection with Part 3 Number 3.4.3.2, (i) as regards the initial exchange of payments under the OTC XCCY Transaction, one party ("**XCCY Party A**") agrees to pay to the other party ("**XCCY Party B**") on the relevant Initial Exchange Date the Initial Exchange Amount 1 against the payment by XCCY Party B of the Initial Exchange Amount 2 and (ii) as regards the final exchange of payments under that OTC XCCY Transaction XCCY Party A agrees to pay XCCY Party B on the relevant Final Exchange Date the Final Exchange Amount 1 against the payment by XCCY Party B of the Final Exchange Amount 2; the obligation of both parties to make the initial exchange of payments and the obligation of both parties to make the final exchange of payments under the OTC XCCY Transactions are entered into simultaneously;

(c) subject to Number 4.5 in connection with Part 3 Number 3.4.3.2, the relevant Clearing Member and Eurex Clearing AG each agree to pay – if, according to the terms of the relevant OTC XCCY Transaction and Number 4.2.6, they are the party required to do so – to the respective other party the MTM Amount (if any) with USD being the Variable Currency on the relevant Floating Amount Payer Payment Dates.

(2) (a) Where the pay-in cash flows in a relevant currency on a settlement date exceed a certain threshold, the amount of such excess shall be prefunded by the Clearing Member in accordance with the following provisions:

The Clearing Member shall pay the relevant Prefunding Amount, if any, to Eurex Clearing AG in accordance with Part 3 Number 3.2.1 (2).

(b) Subject to Number 4.2.2.3 and this Number 4.2.1 (2), any payments to be made by the Clearing Member to Eurex Clearing AG under this Number 4.2.1 (other than payments by the Clearing Member with respect to any Prefunding Amount) shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant CLS Central Bank Account through the CLS CCP Service no later than the CLS Cut-Off Time (as timing is of the essence).

The provisions of Section 376 German Commercial Code (*Handelsgesetzbuch*) shall, however, not apply.

(c) A payment to be made by the Clearing Member to Eurex Clearing AG in respect of (an) OTC XCCY Transaction(s) (including payments with respect to Variation Margin, XCCY PAI , XCCY STM Amounts, XCCY PAA and trade related fees but excluding payments with respect to any relevant Prefunding Amount, Loss Shortage Amount, Margin or Settlement Compensation Margin) on a relevant payment date shall be referred to as the "**Relevant XCCY Payment**".

(d) Subject to Number 4.2.1 (2) in connection with Number 3.2.1 (2) (d), any payments to be made by Eurex Clearing AG to the Clearing Member under this Number 4.2.1 shall be made – with respect to each currency of the Currency Pairs – on a net basis and directly to the relevant Currency Products Cash Account of the Clearing Member through the CLS CCP Service.

(3) Payments of floating amounts due on the relevant next Floating Rate Payer Payment Date after the date on which novation of the relevant Original OTC Transaction has taken place shall be effected in accordance with the Clearing Conditions for the entire calculation period. This also applies if part of the calculation period has already elapsed at the day of novation.

(4) Payments under the relevant Original OTC XCCY Transaction will not be owed under the relevant OTC XCCY Transaction and are not subject to these Clearing Conditions in case these payments were due on or before the day of novation.

(4a) If the 'Modified Following Business Day Convention' or the 'Preceding Business Day Convention' applies to any date on which a payment is due (including a Payment Date), and the application of such Business Day Convention points to a date in the past (for example, as a result of an unscheduled holiday that with a short announcement period transformed a day that originally was a Business Day into a non-Business Day), then the relevant payment shall be made on the first following day that is a Business Day.

(5) The following additional primary payment obligations apply under STM XCCY Transactions:

(a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an XCCY STM Amount on each Business Day (i) from (and including) the XCCY STM Effective Date (in case an STM XCCY Transaction was an Existing STM Eligible XCCY Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM XCCY Transaction was an Original STM Eligible XCCY Transaction), the date of novation pursuant to Number 4.8.2 or the date of novation pursuant to Number 4.9, as relevant, (ii) to (and including) the earlier of the "Termination Date" of the STM XCCY Transaction (as specified in the relevant OTC Trade Novation Report), the date of the cancellation pursuant to Number 4.8.2, the date of the release from the obligations under the Original Transaction pursuant to Number 4.9 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) or the date of a termination pursuant to Number 4.10, as relevant (the relevant date under (ii) is the "**XCCY Last STM Amount Payment Date**").

"**XCCY STM Amount**" means an amount which shall equal the profit or loss amount determined with respect to an outstanding STM XCCY Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 4.1.6) as follows: For STM XCCY Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM XCCY Transaction concluded (whether as STM XCCY Transaction or CTM XCCY Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM XCCY Transaction on the relevant Business Day and the previous Business Day. On the XCCY Last STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM XCCY Transaction of the previous Business Day and zero. Additionally, the XCCY STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade related cash flows (including principal exchange payments and trade related fees (if any)) on the current Business Day are added and the trade related cash flows (including principal exchange payments and trade related fees) on the next Business Day are subtracted.

The XCCY STM Amount shall be calculated in USD with respect to each STM XCCY Transaction in accordance with the following formula:

$$\begin{aligned}&\boldsymbol{XCCY\ STM\ Amount}_{\$}(\boldsymbol{t})\\&= \boldsymbol{NPV}_{\$}(\boldsymbol{t}) - \boldsymbol{NPV}_{\$}(\boldsymbol{t-1}) + \boldsymbol{DCF}_{\$}(\boldsymbol{t-1},\boldsymbol{t}) - \boldsymbol{DCF}_{\$}(\boldsymbol{t},\boldsymbol{t+1})\\&+ \boldsymbol{DCF}_{€;£}(\boldsymbol{t-1},\boldsymbol{t}) \cdot \boldsymbol{FX}(\boldsymbol{t-1}) - \boldsymbol{DCF}_{€;£}(\boldsymbol{t},\boldsymbol{t+1}) \cdot \boldsymbol{FX}(\boldsymbol{t})\end{aligned}$$

where:

$\boldsymbol{FX}(\boldsymbol{t})$ denotes the FX spot rate at time $\boldsymbol{t}$ for EUR/USD or GBP/USD;

$\boldsymbol{DCF(t,t+1)}$ denotes trade related cash flows in the respective currency at time $\boldsymbol{t+1}$ discounted to time $\boldsymbol{t}$; and

$\boldsymbol{NPV(t)}$ denotes the net present value of the trade at time $\boldsymbol{t}$.

(b) A price alignment amount ("**XCCY Price Alignment Amount**" or "**XCCY PAA**") shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the XCCY STM Amount.

(aa) The XCCY PAA corresponds to the overnight interest paid or received on the cumulative XCCY STM Amounts over the lifetime of the STM XCCY Transaction. The cumulative XCCY STM Amounts of the previous Business Day correspond to the value of the STM XCCY Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM XCCY Transaction is positive, Eurex Clearing AG will charge the XCCY Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing

Member's perspective, the value of the STM XCCY Transaction is negative, Eurex Clearing AG will credit the XCCY Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the XCCY Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM XCCY Transaction is positive and will charge the XCCY Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM XCCY Transaction is negative.

XCCY PAA shall be calculated on each Business Day with respect to each STM XCCY Transaction in accordance with the following formulas.

$$\boldsymbol{XCCY\ PAA(T)\ =\ -MtM_exCF(T-1)\ *\ ONR(T-1,T)\ *\ YF(T,T+1)}$$

where:

"$\boldsymbol{MtM_exCF(T-1) = MtM(T-1) - DCF(T-1,T)}$" is the present value of the previous Business Day excluding today's trade related discounted cash flows;

"$\boldsymbol{ONR(T-1,T)}$" is the overnight rate valid from the previous Business Day to today; and

"$\boldsymbol{YF(T,T+1)}$" the year fraction from today to the next Business Day.

(bb) Number 4.1.7 (3) (b) shall apply mutatis mutandis to the identification of the relevant indices to determine the XCCY PAA ("**XCCY PAA Switch**").

(6) If after adjustment in accordance with the applicable Business Day Conventions:

(a) in case of the Currency Pair EUR/USD, payments of any amount payable under the relevant OTC XCCY Transaction become due on a payment date which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day and (iii) a New York Business Day, such payments shall become payable on the Adjusted EUR/USD Payment Date; and

(b) in case of the Currency Pair GBP/USD, payments of any amount payable under the relevant OTC XCCY Transaction become due on a payment date which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day, (iii) a London Business Day and (iv) a New York Business Day, such payments shall become payable on the Adjusted GBP/USD Payment Date.

"**Adjusted EUR/USD Payment Date**" means with respect to a day which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day and (iii) a New York Business Day, the next day which is a TARGET Settlement Day, a CLS Settlement Day and a New York Business Day.

"**Adjusted GBP/USD Payment Date**" means with respect to a day which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day, (iii) a London Business Day

and (iv) a New York Business Day, the next day which is a TARGET Settlement Day, a CLS Settlement Day, a London Business Day and a New York Business Day.

4.2.2 Discharge of payment obligations through CLS CCP Service

4.2.2.1 Discharge of payment obligations of a Clearing Member

As regards the discharge of any payment obligation of a Clearing Member arising under this Part 4 towards Eurex Clearing AG, the provisions of Part 3 Number 3.2.2.1 apply.

4.2.2.2 Discharge of payment obligations of Eurex Clearing AG

Subject to Number 4.2.2.3, as regards the discharge of any payment obligation of Eurex Clearing AG arising under this Part 4 towards a Clearing Member, the provisions of Part 3 Number 3.2.2.2 apply.

4.2.2.3 Discharge of payment obligations in case of unavailability of CLS CCP Service

If the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank), the provisions of Part 3 Number 3.2.2.3 apply.

4.2.2.4 Finality of payments processed through CLS CCP Service

As regards the finality of Payment Transfer Orders given by or on behalf of a Clearing Member to one or more of its CLS Nostro Bank(s) or by Eurex Clearing AG to CLS Bank in respect of payment obligations arising under this Part 4, the provisions of Part 3 Number 3.2.2.4 apply.

4.2.3 References to Market Standard Documentation

(1) Notwithstanding any selection of the 2000 ISDA Definitions, the 2006 ISDA Definitions or 2021 ISDA Definitions or any other contractual definitions in the Trade Record and to the extent the 2021 ISDA Definitions are referenced in this Chapter VIII or in the OTC Trade Novation Report(s) of the OTC XCCY Transactions, the 2021 ISDA Definitions shall apply to all OTC XCCY Transactions, unless the context requires otherwise.

(2) All terms used in this Chapter VIII Part 4 or in the OTC Trade Novation Report(s) of the OTC XCCY Transactions that are not defined in the Clearing Conditions but are defined in the 2021 ISDA Definitions shall have the meaning given to them in the 2021 ISDA Definitions. In the event of any inconsistency between the 2021 ISDA Definitions on the one hand and the Clearing Conditions on the other hand, the Clearing Conditions shall prevail.

(3) For the purposes of this Part 4, references in the 2021 ISDA Definitions to a "**Transaction**" and/or "**Mark-to-Market Currency Swap**" shall be considered to be references to an OTC XCCY Transaction. Any reference in the 2021 ISDA Definitions to a "**Confirmation**" shall be a reference to the Clearing Conditions in conjunction with the relevant OTC Trade Novation Report.

(4) Notwithstanding the fact that the Clearing Conditions (including this Chapter VIII and the market standard documentation incorporated therein by reference) are governed by the laws of Germany, the terms and provisions of the 2021 ISDA Definitions shall be interpreted in accordance with international market practice for OTC XCCY Transactions and shall be given the same meaning as they would have in English law-governed OTC XCCY transactions entered into on the basis of documentation published by ISDA.

4.2.4 Calculation of Floating Amounts

(1) Floating Amount EUR/USD

For the Currency Pair EUR/USD, Eurex Clearing AG will calculate the respective **floating amounts** on the basis of the following formulae:

Floating Amount 1 = Floating Amount Payer 1 Currency Amount x (Floating Rate 1 +/- Spread 1) x Floating Rate Day Count Fraction 1; and

Floating Amount 2 = Floating Amount Payer 2 Currency Amount x (Floating Rate 2 +/- Spread 2) x Floating Rate Day Count Fraction 2.

If Floating Amount Payer 1 is the Variable Currency Payer, the "**Floating Amount Payer 1 Currency Amount**" for a relevant Calculation Period will be the Variable Currency Amount as determined in accordance with the provision set out below for that Calculation Period.

If Floating Amount Payer 2 is the Variable Currency Payer, the "**Floating Amount Payer 2 Currency Amount**" for a relevant Calculation Period will be the Variable Currency Amount as determined in accordance with the provision set out below for that Calculation Period.

"**Variable Currency Amount**" means, in respect of any Calculation Period, the Currency Amount in respect of the respective Variable Currency Payer, which will be:

(i) for the first Calculation Period, the Currency Amount specified in respect of the Variable Currency Payer in the relevant OTC Trade Novation Report or, if no such Currency Amount is specified, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for that Calculation Period; and

(ii) for each subsequent Calculation Period, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for such Calculation Period.

(2) Floating Amount GBP/USD – Straight Compounding

For the Currency Pair GBP/USD, "Straight Compounding" applies to the OTC XCCY Transaction and the Floating Amount shall be an amount equal to the Straight Compounding Amount for each of the Compounding Periods in the related Calculation Period.

(3) If the Floating Amount payable by a party on a Payment Date has a negative value (either due to a negative Floating Rate or by application of a negative Spread to the Floating Rate), then the Floating Amount payable by that party on that Payment Date shall be deemed to be zero; and the other party shall pay to that party the absolute value of the negative Floating Amount, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date.

4.2.5 Rates for calculating the Floating Amounts

(1) For determination of the applicable Relevant Rate, Number 2.2.5 shall apply *mutatis mutandis* to the extent not provided otherwise herein (for the avoidance of doubt, the Floating Rate Options set out therein shall only be relevant to the extent they are eligible under Number 4.1.5.1).

(2) If "**Linear Interpolation**" is specified as applicable with respect to a Calculation Period, the Relevant Rate for a Reset Date shall be determined in accordance with Section 6.10 of the 2021 ISDA Definitions and Part 1 Number 1.8.3.

If a Floating Rate is to be determined with respect to a XCCY Stub Period and "Linear Interpolation" is not specified as applicable with respect to such determination, the floating rate for such XCCY Stub Period shall be determined pursuant to Number 4.1.5.1 (6) (c) (aa), (bb) or (dd) and/or Part 1 Number 1.8.3, as applicable.

4.2.6 Calculation of MTM Amount

(1) "**MTM Amount**" means an amount (if any) as determined by Eurex Clearing AG for each Calculation Period equal to (i) the Variable Currency Amount for the relevant Calculation Period minus (ii) the Variable Currency Amount for the immediately preceding Calculation Period.

(2) If the MTM Amount is positive, the Constant Currency Payer shall pay that MTM Amount to the Variable Currency Payer. If the MTM Amount is negative, the Variable Currency Payer shall pay the absolute value of that MTM Amount to the Constant Currency Payer.

4.2.7 Day Count Fraction Conventions

(1) The following Day Count Fraction conventions may be specified in the OTC Trade Novation Report based on the trade record transmitted via the ATS for determining the applicable day count fraction:

(i) for EUR and USD: ACT/360, which shall have the meaning given to "**Act/360**" in the 2021 ISDA Definitions; and

(ii) for GBP: ACT/365.FIXED, which shall have the meaning given to "**Act/365 (Fixed)**" in the 2021 ISDA Definitions.

(2) Additionally to No. (1) (i) and (ii) above, the following Day Count Fraction conventions may be specified:

(i) 30/360, which shall have the meaning given to “30/360” in the 2021 ISDA Definitions;

(ii) 30E*/360, which shall have the meaning given to “30E/360” in the 2021 ISDA Definitions;

(iii) 30E/360 or 30E/360.ISDA, which shall have the meaning given to “30E/360 (ISDA)” in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if, in the Trade Record transmitted via the ATS, “30E/360.ISDA” is selected;

(iv) ACT/360, which shall have the meaning given to “Act/360” in the 2021 ISDA Definitions;

(v) ACT/365.FIXED, which shall have the meaning given to “Act/365 (Fixed)” in the 2021 ISDA Definitions;

(vi) ACT/ACT.ISDA, which shall have the meaning given to “Act/Act (ISDA)” in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if in the Trade Record transmitted via the ATS “ACT/365.ISDA” and – as the applicable contractual definitions – “2000 ISDA” are selected; and

(vii) ACT/ACT.ICMA, which shall have the meaning given to “Act/Act (ICMA)” in the 2021 ISDA Definitions and which, for the avoidance of doubt, will also be specified in the OTC Trade Novation Report if, in the Trade Record transmitted via the ATS, “ACT/ACT.ISMA” and – as the applicable contractual definitions – “2000 ISDA” are selected.

4.2.8 Determination of the Currency Exchange Rate

The “**Currency Exchange Rate”** means, in respect of any Calculation Period, a rate of exchange between the Constant Currency and the Variable Currency, which will be:

(a) for the initial Calculation Period, the rate specified in the OTC Trade Novation Report (if any),

(b) if (a) does not apply, the exchange rate (expressed in the manner specified under the heading “Rate” in the Mark-to-Market Matrix for the relevant “Currency Pair”) which appears on the “Source Page” specified in the following matrix (the **“Mark-to-Market Matrix**”) for the “Currency Pair” comprising the Constant Currency and the Variable Currency as at the “MTM Fixing Time” on the “MTM Fixing Date” specified in the Mark-to-Market Matrix for the relevant Calculation Period.

Currency Pair	Rate	Source Page	MTM Fixing Date	MTM Fixing Time	Cut Off Time
EUR/USD	EUR/USD exchange rate expressed as USD per EUR 1.00 published on EURUSDFIXMP=WM	Refinitiv Screen WMRPSPOT01	The day that is two London Business Days prior to the first day of the Calculation Period	11 a.m. (London time)	12 noon (London time)
GBP/USD	USD/GBP exchange rate expressed as USD per GBP 1.00 published on GBPUSDFIXMP=WM	Refinitiv Screen WMRPSPOT01	The day that is two London Business Days prior to the first day of the Calculation Period	11 a.m. (London time)	12 noon (London time)

If no exchange rate appears on the screen specified under the heading “Source Page” in the Markt-to-Market Matrix for a Currency Pair until the time specified under the heading “Cut Off Time”, then

(a) if the administrator of the relevant source page has designated an alternative or successor source, then the exchange rate as available on that alternative or successor source as at the MTM Fixing Time (or a later point in time, if no rate is available as at the MTM Fixing Time) shall be decisive, provided that Eurex Clearing AG states in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this exchange rate;

(b) if (i) does not apply, Eurex Clearing AG shall determine an exchange rate equivalent to the relevant rate that is described in the Mark-to-Market Matrix under the heading “Rate”, at the applicable “Cut Off Time” on the applicable “MTM Fixing Date”, or as close to that time as is reasonably practicable.

4.3 Further provisions for OTC XCCY Transactions

(1) The product-related terms set out below and the expressions defined in the 2021 ISDA Definitions are specified in the relevant OTC Trade Novation Report on the basis of the trade record transmitted via the ATS in respect of OTC XCCY Transactions.

(2) For OTC XCCY Transactions, the following terms as defined in the 2021 ISDA Definitions shall apply:

"**Payment Date**" means, in respect of a party, and subject any applicable Business Day Convention and any specified Delayed Payments, each day during the term of the OTC XCCY Transaction that is so specified or determined in the OTC Trade Novation Report or otherwise, and the Termination Date.

"**Period End Date**" means, in respect of a party, and subject to any applicable Business Day Convention, (i) each day during the term of the OTC XCCY Transaction that is so specified or determined, or (ii), if (i) does not apply, each date specified as a Payment Date applicable to that party.

"**Calculation Period**" means each period from, and including, one Period End Date for the relevant party to, but excluding, the next following applicable Period End Date during the Term of the OTC XCCY Transaction, except that:

(i) the initial Calculation Period will commence on, and include, the Effective Date of the corresponding Original OTC Transaction; and

(ii) the final Calculation Period will end on, but exclude, the Termination Date.

(3) The provisions on the adjustment hierarchy regarding Payment Dates and Period End Dates as set out in Section 3.3 of the 2021 ISDA Definitions shall apply.

4.4 Pay-Out Limits; Pay-Out Limit Breach Contractual Penalty

The Pay-Out Limits and the consequences in case of a breach of a Pay-Out Limit, each as set out in Part 3 Number 3.3, shall apply in relation to OTC XCCY Transactions.

4.5 Failure to Pay with respect to an OTC XCCY Transaction; Failure to pay a Prefunding Amount

If on a relevant Settlement Date the Late CM fails to make a Relevant XCCY Payment in full (taking into account any Prefunding Amount paid by the Late CM) by the CLS Cut-Off Time (this cut-off time also applies if the CLS CCP Service is not available for settlement and settlement is instructed outside CLS pursuant to Number 4.2.2.2), the provisions of Part 3 Number 3.4 shall apply. If a Clearing Member fails to pay the relevant Prefunding Amount to Eurex Clearing AG, the provisions of Part 3 Number 3.4.1 shall apply.

4.6 Loss with respect to OTC XCCY Transactions

A Loss (as further set out in Chapter I Part 1 Number 3.5.6) may occur with respect to (i) a Prefunding Amount, (ii) a Late Payment Amount and/or (iii) a Corresponding Pay-In Amount, in each case denominated in a Commercial Bank Currency and in relation to an OTC XCCY Transaction. In such case, the provisions of Part 3 Number 3.5 shall apply.

4.7 Step-In Process and Roll-Over in the case of a Termination

In case a Termination Date has occurred with respect to a Clearing Member, the provisions of Part 3 Number 3.6 shall apply.

4.8 Trade Netting and Accumulation

The mutual cancellation (netting) and accumulation of OTC XCCY Transactions is not possible.

4.9 Transfer of OTC XCCY Transactions, Account Transfer and Trade Amendment

(1) A OTC XCCY Transaction may be transferred in accordance with Paragraphs (3) to (9) and Numbers 4.9.1 and 4.9.2 below, as applicable.

(2) In addition, a Clearing Member may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to a New Clearing Member under the Elementary Clearing Model Provisions or the ISA Provisions in accordance with Chapter I Part 1 Number 8, provided that if the Current Clearing Member has provided any Prefunding Amount to Eurex Clearing AG and such Prefunding Amount has not been transferred in full to the relevant CLS Central Bank Account through the CLS CCP Service or otherwise applied in full in discharge of the CM OTC Currency Transactions Payment Obligations of the Current Clearing Member, then, following such replacement, such paid Prefunding Amount shall constitute a Prefunding Amount provided by the New Clearing Member and shall be allocated accordingly.

(3) The transfer of an OTC XCCY Transaction will be performed against payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 3.1.6). Furthermore, the relevant Clearing Members may specify in the system of Eurex Clearing AG an additional amount payable by a Clearing Member in connection with the transfer. All amounts payable under this Paragraph (3) will be settled via Eurex Clearing AG.

(4) For any novation through which a transfer pursuant to Number 4.9 is to be made, the novation criteria as laid out in Part 1 Number 1.2.3 (1) 4., 5., 8. and 9. shall apply mutatis mutandis. Any such novation shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members electronically via Eurex Clearing AG's system.

(5) If the OTC XCCY Transaction to be transferred is an STM XCCY Transaction and no XCCY STM Election is or has been made or no XCCY STM Election is permitted with respect to the OTC XCCY Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c), the relevant OTC XCCY Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c) shall be established as a CTM Transaction and the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 4.2.1 (5) shall not arise with respect to such Transaction.

(6) To the extent the OTC XCCY Transactions that are subject to a transfer or account transfer pursuant to Number 4.9.1 or 4.9.2 are DC-Related Transactions or UDC-Related Transactions it is a matter of the relevant parties to agree whether, as a result of such transfer or account transfer, any CM-Customer Transactions shall be created or be subject to a transfer or cancellation. The relevant Clearing Member is

obliged to obtain the required instruction from the relevant Direct Client before initiating any such transfer.

(7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the transfer or account transfer instructions were given by the relevant Direct Client to the Clearing Member.

(8) Eurex Clearing AG may, subject to further restrictions set out in the systems of Eurex Clearing AG, offer a bulk transfer of two or more OTC XCCY Transactions where the check in accordance with Part 1 Number 1.2.3 (1) Clause 8 whether the Clearing Member has delivered sufficient Eligible Margin Assets is performed on a net basis across all such OTC XCCY Transactions.

(9) A transfer or booking pursuant to Number 4.9.1 or 4.9.2 must not result in or contribute to a requirement of the Clearing Member to pay a Prefunding Amount in accordance with Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2) on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.5.1 (4)) immediately following the date of the transfer or booking – assuming, for the purposes of this Number 4.9 only, that Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2) applied and any of these two Business Days were a relevant Settlement Day for the purposes of determining a Prefunding Amount in accordance with Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2).

4.9.1 Transfer of an OTC XCCY Transaction to another Clearing Member

(1) Upon request of a Clearing Member or a DC With System Access (on behalf of the Clearing Member) entered into the system of Eurex Clearing AG, an OTC XCCY Transaction may be transferred from a Clearing Member to another Clearing Member holding the required OTC Currency Products Clearing License. Number 4.9 (6) applies.

(2) Any transfer or partial transfer of an OTC XCCY Transaction provided for in this Number 4.9.1 may be effected by way of novation pursuant to Number 4.9 (4) and Chapter I Part 1 Number 1.2.2 (5).

4.9.2 Account Management or Account Transfers

(1) Clearing Members may book OTC XCCY Transactions to or from any of their transaction accounts in accordance with this Number 4.9.2. Any booking will take place by way of novation pursuant to Number 4.9 (4) and Chapter I Part 1 Number 1.2.2 (5).

(2) Such bookings may also be made with respect to part of an OTC XCCY Transaction.

4.9.2.1 Account Management in case of Own Transactions, DC-Related Transactions and UDC-Related Transactions

Upon request of a Clearing Member, Eurex Clearing AG may book (a) an Own Transaction from its Clearing Member Own Account pursuant to Chapter I Part 1 Number 4.2.1 (1) to a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client pursuant to Chapter I Part 1 Number 4.2.1 (thereby becoming a DC-Related Transaction or UDC-Related Transaction) or (b) a DC-Related Transaction or UDC-Related Transaction from a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client pursuant to Chapter I Part 1 Number 4.2.1 to its Clearing Member Own Account pursuant to Chapter I Part 1 Number 4.2.1 (thereby becoming an Own Transaction).

4.9.2.2 Account Transfer in case of a DC With System Access

(1) Upon request of a Clearing Member or a DC With System Access and subject to the consent of the Clearing Member, Eurex Clearing AG may book an account position relating to an OTC XCCY Transaction that is an DC-Related Transaction from a Transaction Account relating to the relevant DC With System Access to a Transaction Account relating to another DC With System Access/Basic DC of the same Clearing Member.

(2) To the extent the request is not entered into Eurex Clearing AG's system by the relevant DC With System Access, the Clearing Member will be responsible for obtaining the relevant instruction from such DC With System Access separately.

4.9.3 Trade Amendment

A Clearing Member or a DC With System Access may, by means of an entry in Eurex Clearing AG's system, split OTC XCCY Transactions and assign new customer references to the new Transactions resulting from the trade split, provided that such new Transactions are booked in the same account as the Transaction that existed before the trade split was made. As a result, new OTC XCCY Transactions will be created the aggregate nominal amount of which is equal to the nominal amount of the OTC XCCY Transaction that was split.

4.10 Early Termination

(1) An OTC XCCY Transaction may be early terminated in accordance with Paragraphs (2) to (8) and Numbers 4.10.1 and 4.10.2 below, as applicable.

(2) A Clearing Member may, with the consent of Eurex Clearing AG, terminate an OTC XCCY Transaction or convert a DC-Related Transaction into an Own Transaction of the Clearing Member in accordance with this Number 4.10.

(3) Any early termination pursuant to this Number 4.10 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members via Eurex Clearing AG's system.

(4) Without prejudice to the early termination provisions set out in this Number 4.10 and any termination rights a Clearing Member may have pursuant to Chapter I, Clearing Members have no right to exercise any early termination option under any OTC XCCY Transaction and no mandatory early termination shall apply to an OTC XCCY Transaction. This paragraph shall not restrict the parties to an OTC XCCY Transaction to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of the OTC XCCY Transaction.

(5) An OTC XCCY Transaction between the Clearing Member and Eurex Clearing AG may only be early terminated (i) together with an OTC XCCY Transaction between Eurex Clearing AG and another Clearing Member which has identical terms, (ii) against the payment of a cash settlement amount calculated by the Calculation Agent on the basis of the daily evaluation price (as set out in Number 4.1.6) and (iii) provided that:

(a) Eurex Clearing AG and both Clearing Members have given their consent to such termination;

(b) both Clearing Members were a party to the Original OTC XCCY Transaction; and

(c) none of the two OTC XCCY Transactions created upon novation of the Original OTC XCCY Transaction was subject to any netting or accumulation pursuant to Number 4.8.

If both Clearing Members have given their consent to the early termination request in accordance with Number 4.10 (4) lit. (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

An early termination pursuant to this Number 4.10 may also be effected with respect to part of an OTC XCCY Transaction.

(6) To the extent the OTC XCCY Transactions that are subject to an early termination pursuant to this Number 4.10 are DC-Related Transactions or UDC-Related Transactions, it is the responsibility of the relevant parties to agree on a bilateral basis that, as a result of such early termination, any CM-Customer Transaction shall be early terminated.

(7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the termination instructions were given by the relevant Direct Client to the Clearing Member.

(8) A conversion or early termination pursuant to this Number 4.10 must not result in or contribute to a requirement of the Clearing Member to pay a Prefunding Amount in accordance with Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2) on the two Business Days for the relevant Currency Pair (as set out in Part 3 Number 3.1.5.1 (4)) immediately following the date of the conversion or early termination – assuming, for the purposes of this Number 4.10 only, that

Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2) applied and any of these two Business Days were a relevant Settlement Day for the purposes of determining a Prefunding Amount in accordance with Number 4.2.1 (2)(a) in connection with Part 3 Number 3.2.1 (2).

4.10.1 Conversion of DC-Related Transactions into Own Transactions

(1) A Clearing Member may convert a DC-Related Transaction into an Own Transaction of the Clearing Member. Such conversion may also be effected with respect to part of a DC With System Access/Other DC-Related Transaction. Chapter I Part 1 Number 11.3 shall apply mutatis mutandis.

(2) An OTC XCCY Transaction converted into an Own Transaction pursuant to Paragraph (1) will be credited to the Clearing Member Own Account. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(3) The provisions relating to the termination or close-out as a result of a default of the DC With System Access/Basic DC set out in Chapter I shall not be affected by the provisions of this Number 4.10.1.

4.10.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions

An OTC XCCY Transaction between a Clearing Member and Eurex Clearing AG may only be terminated (i) together with an OTC XCCY Transaction between Eurex Clearing AG and another Clearing Member which has identical terms, (ii) against the payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 4.1.6) and (iii) provided that:

(a) Eurex Clearing AG and both Clearing Members have given their consent to such termination;

(b) both Clearing Members were a party to the Original OTC XCCY Transaction; and

(c) none of the two OTC XCCY Transactions created upon novation of the Original OTC XCCY Transaction was subject to (i) any netting or accumulation pursuant to Number 4.8 or (ii) a transfer or trade amendment pursuant to Number 4.9.

If the relevant Clearing Members have given their consent to the termination request in accordance with Number 4.10.2 (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

A termination pursuant to this Number 4.10.2 may also be effected with respect to part of an OTC XCCY Transaction.

Any amounts payable under this Number 4.10.2 shall be paid directly through the CLS CCP Service.

4.11 Specific Provisions in relation to a Porting of Assets and Positions

Upon the occurrence of a Termination in respect of the Clearing Member the provisions of Part 3 Number 3.10 apply.

4.12 Acknowledgements by Clearing Members

The Clearing Members acknowledges that:

(i) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Number 4.2.2.3 in connection with Part 3 Number 3.2.2.3 – be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member may have already made a payment through the CLS CCP Service to the relevant CLS Central Bank Account and/or (y) the Clearing Member will – in the circumstances set out in Number 4.13 (2) and (3) – be required to indemnify Eurex Clearing AG by paying an amount equivalent to the relevant Prefunding Amount to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member has already paid the Prefunding Amount to Eurex Clearing AG;

(ii) without prejudice to the consequences of any non-compliance with the USD Limits and/or the GBP Limits that are set out in Part 3, it is under no obligation to submit Original OTC Transactions for Clearing which result in exceeding the USD Limits and/or GBP Limits (as applicable to it from time to time) on any Settlement Date and that it may reduce its portfolio size in order to avoid exceeding the USD Limits and/or GBP Limits (as applicable to it from time to time);

(iii) if certain pay-out cash flows of the Clearing Member in USD or GBP on a Settlement Date exceed certain thresholds (as set out in Number 4.4 in connection with Part 3 Number 3.3) it is obliged to pay the relevant Pay-Out Limit Breach Contractual Penalty;

(iv) to the extent Eurex Clearing AG is unable to source the Unavailable FX/XCCY Currency Amount through the exercise of its option(s) as set out in Number 4.4 in connection with Part 3 Number 3.4.3.1, Eurex Clearing AG shall be entitled to discharge its payment obligation with respect to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount in the Available Currency as further set out in Number 4.5 in connection with Part 3 Number 3.4.3.2;

(v) in the case of Extraordinary Circumstances, Eurex Clearing AG shall be entitled to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on the relevant Settlement Date until the next Relevant Currency Pair Business Day as further set out in Number 4.5 in connection with Part 3 Number 3.4.3.3;

(vi) it shall pay the Prefunding Amount Loss Shortage Amount or Late Payment Amount Loss Shortage Amount (which can be an amount up to the relevant Prefunding

Amount or Late Payment Amount, respectively) in the circumstances set out in Number 4.6 in connection with Part 3 Number 3.5.1;

(vii) it shall pay the FX/XCCY Failure to Pay Costs if, *inter alia*, it fails to pay the relevant Loss Shortage Amount in full by the relevant Loss Shortage Cut-Off Time;

(viii) the obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Loss Shortage Amount pursuant to Number 4.6 in connection with Part 3 Number 3.5.2 (1); and

(ix) Eurex Clearing AG is entitled to claim compensation from the Clearing Member for any Prefunding Amount Clearing Member-Related Loss, Late Payment Amount Clearing Member-Related Loss and Corresponding Pay-In Amount Clearing Member-Related Loss, in each case as further set out in Chapter I Part 1 Number 3.5.6 (which may also be the case if a Loss occurs with respect to an Investment Party which is unrelated to the actual holding of Prefunding Amounts, Late Payment Amounts or Corresponding Pay-In Amounts, respectively).

4.13 Indemnity by Clearing Members

(1) Each Clearing Member shall indemnify Eurex Clearing AG against any damages (*Schäden*) and losses (including, without limitation, any indemnity obligation towards CLS Bank and any properly incurred legal fees (as well as any applicable VAT)), which Eurex Clearing AG incurs as a result of the Clearing Member making or receiving any payments in connection with this Part 4 through any CLS Nostro Bank, provided that such indemnity obligation shall not apply to the extent such damages or losses result from Eurex Clearing AG's negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).

(2) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Prefunding Amount to the relevant CLS Central Bank Account, the Prefunding Amount Payer shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Prefunding Amount to an account notified to the Prefunding Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to Eurex Clearing AG pursuant to the previous sentence, Part 3 Number 3.2.2.3 (1) (ii) and (3) shall apply *mutatis mutandis* as if the Prefunding Amount Payer were an Affected Payer Clearing Member and the provisions of Part 3 Number 3 on the allocation of a Prefunding Amount to the Transaction Accounts Groups of the Prefunding Amount Payer shall also apply *mutatis mutandis*.

(3) If on a Settlement Date the CLS CCP Service is not available for settlement for any reason (including, but not limited to, insolvency of CLS Bank) and Eurex Clearing AG has already transferred the relevant Late Payment Amount to the relevant CLS Central Bank Account, the Late Payment Amount Payer shall indemnify Eurex Clearing AG by paying on the Settlement Date an amount equivalent to the relevant Late Payment Amount to an account notified to the Late Payment Amount Payer by Eurex Clearing AG for such purpose. Provided that such amount has been paid to

Eurex Clearing AG pursuant to the previous sentence, Part 3 Number 3.2.2.3 (1) (ii) and (3) shall apply *mutatis mutandis* as if the Late Payment Amount Payer were an Affected Payer Clearing Member.

4.14 Use and Disclosure of Data

4.14.1 Use of data provided by Eurex Clearing AG

The Clearing Member (who shall also procure that its DCs with System Access consent accordingly) consents not to use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant Business Day without the prior consent of Eurex Clearing AG, save for the purposes of fulfilling its own obligations vis-à-vis its customers relating to corresponding OTC fx transactions or complying with an obligation vis-à-vis a competent regulatory authority.

4.14.2 Consent to disclose data to CLS Bank

The Clearing Member consents to the disclosure, to the extent permitted by applicable law, by Eurex Clearing AG to CLS Bank of all data in respect of the Clearing Member that are required for the making and settlement of payments to and from such Clearing Member through the CLS CCP Service in connection with this Part 4.

4.15 Limitation of liability

Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of CLS Bank, unless CLS Bank violates any of its essential obligations (*wesentliche Vertragspflichten*) in connection with providing the CLS CCP Service with respect to OTC XCCY Transactions. An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and in which the Clearing Member trusts and may trust. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted to damages typically foreseeable at the time of granting the Clearing License. This Number 4.15 shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

4.16 Testing and trialling

Each Clearing Member shall participate in the Testing and Trialling as set out in Part 3 Number 3.15. The Clearing Member shall induce its relevant CLS Nostro Bank(s) to also participate in the Testing and Trialling.

4.17 Suspension of Clearing

If one or more of a Clearing Member's CLS Nostro Banks (i) fail to (A) participate in the Testing and Trialling as set out in Number 4.16 in connection with Part 3 Number 3.15 or (B) apply the standard customary for nostro banks in carrying out payment instructions received by the Clearing Member or (ii) become subject to any of the events set out in Chapter I Part 1 Number 7.2.1 (5), (7) or (8), then Eurex Clearing AG may one or more times suspend or limit the Clearing of new OTC XCCY Transactions of such Clearing

Member in accordance with Chapter I Part 2 Subpart A Number 6 which shall apply *mutatis mutandis*.

4.18 CLS Nostro Bank

(1) A Clearing Member is allowed to substitute one or more of its CLS Nostro Banks, if (i) Eurex Clearing AG has received at least 90 calendar days' prior written notice of such substitution and (ii) the substitute CLS Nostro Bank has been recognised and approved by Eurex Clearing AG (such recognition and approval is subject to the CLS Nostro Bank's successful participation in the Testing and Trialling). For the avoidance of doubt, if the recognition and approval process of the substitute CLS Nostro Bank takes longer than 90 calendar days, the substitution shall only become effective after such recognition and approval. Subject to the previous sentences, if the substitution of the CLS Nostro Bank(s) does not result in the reduction of the respective GBP Limits and USD Limits of any of the other Clearing Members applicable at the time of the proposed substitution, Eurex Clearing may agree to a shorter notice period.

(2) If a Clearing Member's CLS Nostro Bank becomes subject to (i) any of the events set out in Chapter I Part 1 Number 7.2.1 (5), (7) or (8) or (ii) any recovery and resolution measures pursuant to the Act on the Recovery and Resolution of Institutions and Financial Groups (*Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen*), or any similar measure under foreign law, or Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, or any similar measure under foreign law, then Eurex Clearing AG has the right to request the substitution of the Clearing Member's CLS Nostro Bank with a substitute CLS Nostro Bank recognised and approved by Eurex Clearing AG without undue delay.

Part 5 Clearing of OTC NDF Transactions

5.1 General Provisions

5.1.1 Applicable General Provisions

The general provisions of Part 1 apply to all non-deliverable FX transactions traded over the counter to be cleared by Eurex Clearing AG (the bilateral transactions the "**Original OTC NDF Transactions**" and the transactions resulting from an inclusion in the Clearing, the "**OTC NDF Transactions**"), except where deviating or supplementary provisions for OTC NDF Transactions are set out in this Part 5.

5.1.2 Types of Transactions eligible for Clearing; Additional Terms

(1) On the basis of the relevant Transaction Type specific novation criteria set out in Number 5.1.5 below, Eurex Clearing AG determines the Original OTC NDF Transactions to be included in the Clearing of Eurex Clearing AG.

(2) Where a Trade Record relating to an Original OTC NDF Transaction recognised by Eurex Clearing AG pursuant to Paragraph (1) provides for any additional terms which are not contemplated in Number 5.2 below, such as (e.g.) optional or mandatory early termination provisions or upfront fees, such additional terms will not be included in the OTC Trade Novation Report and will not become part of the terms applicable to an OTC NDF Transaction. Eurex Clearing AG will not store or record any data relating to such additional provisions.

(3) If Original OTC NDF Transactions containing break clauses (Kündigungsrechte) are submitted to Eurex Clearing AG for Clearing, such break clauses will not become part of the OTC NDF Transactions.

5.1.3 Additional Requirements for an OTC Currency Product Clearing License to clear NDF Transactions

The OTC Currency Products Clearing License granted pursuant to Part 3 Number 3.1.3 entitles the Clearing Member to also clear OTC NDF Transactions as further set out in Part 3 Number 3.1.3 if the applicant meets the requirements set out in Part 3 Number 3.1.3 in respect of OTC NDF Transactions and if the applicant is a participant in an ATS designated by Eurex Clearing AG on the Eurex Clearing Website in respect of OTC NDF Transactions.

The relevant Clearing Member may elect that, with respect to OTC NDF Transactions, the OTC Products Clearing License shall be restricted to the Clearing of OTC NDF Transactions in at least one NDF Currency Pair (as defined in Number 5.1.5.1 (2)).

5.1.4 CTM NDF Transactions and STM NDF Transactions

(1) A Clearing Member may, by way of an NDF STM Election, elect that all (but not some only) of the STM Eligible NDF Transactions under a particular Standard Agreement shall be cleared as STM NDF Transactions.

In the case of Existing STM Eligible NDF Transactions, the CTM NDF Transactions shall be established as STM NDF Transactions on the NDF STM Effective Date pursuant to Paragraph (2). In the case of Original STM Eligible NDF Transactions, the OTC NDF Transactions created by way of novation pursuant to Part 1 Number 1.2.1 shall be converted into STM NDF Transactions upon such novation pursuant to Paragraph (3) below. In the case of Transfer STM Eligible NDF Transactions, the OTC NDF Transactions created by way of novation pursuant to Number 5.4 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) shall be converted into STM NDF Transactions upon such novation pursuant to Paragraph (4) below.

(2) If an NDF STM Election is made, all Existing STM Eligible NDF Transactions under the relevant Standard Agreement shall be amended on the NDF STM Effective Date as follows:

(a) the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 5.2.1 (3) shall arise under the relevant STM NDF Transaction; and

(b) Eligible Margin Assets actually delivered as Variation Margin by the relevant Variation Margin Provider with respect to the Existing STM Eligible NDF Transaction and with respect to which a Redelivery Claim exists immediately prior to the NDF STM Effective Date shall be rededicated as NDF STM Amounts which were paid by the party that was the Variation Margin Provider to the party that was the Variation Margin Taker. Such rededication shall settle the outstanding exposure of the relevant STM NDF Transaction as of the Business Day immediately preceding the NDF STM Effective Date. The Redelivery Claim of the relevant Variation Margin Provider in relation to the Existing STM Eligible NDF Transaction shall expire.

(3) If an NDF STM Election is made, the relevant Original STM Eligible NDF Transaction shall be amended upon the effectiveness of the novation pursuant to Part 1 Number 1.2.1 (provided the point in time of such effectiveness falls on or after the NDF STM Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 5.2.1 (3) shall arise under the relevant STM NDF Transaction.

(4) If an NDF STM Election is made, the relevant Transfer STM Eligible NDF Transaction shall be amended upon the effectiveness of the novation pursuant to Number 5.3 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) (provided the point in time of such effectiveness falls on or after the STM NDF Effective Date) so that the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 5.2.1 (3) shall arise under the relevant STM NDF Transaction.

(5) For the avoidance of doubt, upon the occurrence of a Termination with respect to the Clearing Member or a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG, the additional primary payment obligations set out in Number 5.2.1 (3) shall be taken into account when determining the Liquidation Price or CCP Market Price, respectively, of the relevant STM NDF Transaction.

(6) For the purposes of this Chapter VIII,

(a) "**CTM NDF Transaction**" means an OTC NDF Transaction in respect of which the Variation Margin Requirement and NDF PAI as set out in Number 5.1.7 Paragraphs (2) and (3) apply.

(b) "**Existing STM Eligible NDF Transaction**" means a CTM NDF Transaction that was created as a CTM NDF Transaction between the Clearing Member and Eurex Clearing AG by way of novation prior to the NDF STM Election.

(c) "**NDF STM Effective Date**" means the date agreed between Eurex Clearing AG and Clearing Member as effective date of the NDF STM Election.

(d) "**NDF STM Election**" means the election by the Clearing Member that all (but not some only) its OTC NDF Transactions under a particular Standard Agreement shall be Settled-to-Market.

(e) "**Original STM Eligible NDF Transaction**" means an OTC NDF Transaction that is created by way of novation pursuant to Part 1 Number 1.2.1.

(f) "**STM Eligible NDF Transactions**" means, with respect to a Clearing Member, all of its (i) Existing STM Eligible NDF Transactions, (ii) Original STM Eligible NDF Transactions (iii) Transfer STM Eligible NDF Transactions and (iv) Own Transactions that are OTC NDF Transactions and are created upon novation pursuant to Number 5.3.

(g) "**Transfer STM Eligible NDF Transaction**" means, an OTC NDF Transaction that is created by way of novation pursuant to Number 5.4 in connection with Chapter I Part 1 Number 1.2.2 (5) (c).

(7) If, in case of a default of a Clearing Member, STM NDF Transactions are ported to a Replacement Clearing Member by way of assumption of contract (*Vertragsübernahme*) in accordance with the porting provisions of Chapter I applicable to the relevant Standard Agreement, and the relevant Replacement Clearing Member does not support the NDF STM Election with regard to the relevant Standard Agreement, then upon the porting becoming effective, (i) the affected STM NDF Transactions shall be amended to become CTM NDF Transactions and (ii), in respect of each relevant transaction, an amount equal to the NDF STM Amount that would have been payable by the relevant party on the Last NDF STM Amount Payment Date if the effective date of the porting had been the Last NDF STM Amount Payment Date shall constitute (or, as relevant, be added to) a Redelivery Claim (in respect of Variation Margin) of the other party.

5.1.5 Novation Criteria and Process Regarding OTC NDF Transactions

With regard to the novation of OTC NDF Transactions, the specific novation criteria set out in the following provisions shall apply in addition to the novation criteria pursuant to Part 1 Number 1.2.3.

5.1.5.1 Transaction Type Specific Novation Criteria

The following Transaction Type specific novation criteria must be fulfilled for OTC NDF Transactions (based on the Trade Record transmitted to Eurex Clearing AG via the ATS). To the extent the values are actually reflected in the OTC Trade Novation Report of an OTC NDF Transaction, they shall form the basis of the respective OTC NDF Transaction.

(1) Categories of OTC NDF Transactions

The OTC NDF Transaction must be a Non-Deliverable FX Transaction.

(2) Currency pairs (Reference Currency and Settlement Currency)

The currency pair of the OTC NDF Transaction must be one of the following pairs of Settlement Currency and Reference Currency: USD/BRL, USD/KRW, USD/INR, USD/TWD, USD/CLP and USD/IDR (in each case with USD as the Settlement Currency) (each, an "**NDF Currency Pair**") and the relevant NDF Currency Pair must be covered by the OTC Currency Products Clearing License of the relevant Clearing Member.

(3) Notional Amount, Reference Currency Notional Amount, Forward Rate

The Trade Record must specify a Notional Amount, Reference Currency Notional Amount and a Forward Rate.

The minimum Notional Amount must be USD 0.01.

(4) Scheduled Valuation Date

The Scheduled Valuation Date must:

(i) be an OTC NDF Business Day for the Reference Currency as (A) determined on the basis of the Relevant Holiday Calendar, as applicable on the envisaged date of novation pursuant to Number 5.1.10, and (B) specified with respect to the Valuation Date in the Relevant EMTA Template Terms;

(ii) fall at least one Business Day after the envisaged date of novation; and

(iii) fall on a date that is at least one Business Day, but not more than 10 Business Days, before the NDF Settlement Date.

For the avoidance of doubt, for purposes of compliance with the novation criteria the Scheduled Valuation Date does not have to be a TARGET Settlement Day.

(5) NDF Settlement Date

The NDF Settlement Date of the OTC NDF Transaction must be a day:

(i) which is a New York Banking Day;

(ii) falling at least one calendar day after the Valuation Date; and

(iii) falling on a date no later than two years and two Business Days after the envisaged date of novation.

For the avoidance of doubt, for purposes of compliance with the novation criteria the NDF Settlement Date does not have to be a TARGET Settlement Day.

(6) Trade Date

The Trade Date of the OTC NDF Transactions may be the date of novation or a date in the past (backloading).

(7) Reference Currency Buyer and the Reference Currency Seller

The Trade Record must specify the Reference Currency Buyer and the Reference Currency Seller.

For the avoidance of doubt, but without prejudice to Number 5.2.6, the occurrence or continuation of an Unscheduled Holiday, a Price Source Disruption or a Permanent Settlement Rate Option Discontinuation shall not exclude a novation.

5.1.5.2 Documentation of Original OTC NDF Transactions

(1) The Original OTC NDF Transaction must have been entered into on the basis of documentation incorporating the 1998 FX and Currency Option Definitions (including Annex A thereto), as published by ISDA, the Emerging Markets Traders Association, Inc. ("**EMTA**") and The Foreign Exchange Committee ("**FX Committee**") and as amended from time to time (the "**1998 FX and Currency Option Definitions**"). The relevant template terms published by EMTA (and others, where applicable) (as amended from time to time, the "**Relevant EMTA Template Terms**") in respect of a relevant NDF Currency Pair and the 1998 FX and Currency Option Definitions, but excluding the Master Confirmation Agreement for Non-Deliverable Forward FX Transactions (as published by ISDA, EMTA and the FX Committee), are hereinafter referred to as the "**OTC NDF Template Documentation**".

(2) By entering into the relevant Clearing Agreement, the Clearing Member declares vis-à-vis Eurex Clearing AG that it has received a copy of the then applicable OTC NDF Template Documentation as of the date of such Clearing Agreement and that it has access to the 2021 ISDA Definitions including any amendments and/or supplements issued thereto as of the date of such Clearing Agreement.

The Clearing Member further agrees to the passing on to ISDA, EMTA and the FX Committee of their company name and their company address in the context of the delivery to it of the documents referred to in the foregoing paragraph.

(3) All terms defined in the OTC NDF Template Documentation which are used in the relevant parts of this Part 5 of this Chapter VIII shall have the meaning given to them

in the OTC NDF Template Documentation unless otherwise defined in these Clearing Conditions or unless context requires otherwise.

5.1.5.3 Bulk Backloading of Original OTC NDF Transactions

(1) An Original OTC Transaction that has a Trade Date which falls more than one Business Day prior to the date of submission to Eurex Clearing AG will be considered as a backloaded trade ("**Bulk Backloaded Original OTC NDF Transaction**").

(2) The novation and clearing process for Bulk Backloaded Original OTC NDF Transactions which have been submitted to Eurex Clearing AG via an ATS will be carried out on each Business Day. The novation process will be performed pursuant to the following paragraphs.

(3) Bulk Backloaded Original OTC NDF Transactions that are to be included in the Clearing by way of novation may be submitted to Eurex Clearing AG at any point in time. Bulk Backloaded Original OTC NDF Transactions which are submitted prior to 3:00 p.m. (Frankfurt am Main time) on a Business Day and which fulfil all applicable novation criteria will be included in the novation process on such Business Day.

(4) The novation process for Bulk Backloaded Original OTC NDF Transactions which are submitted after 3:00 p.m. (Frankfurt am Main time) on a Business Day will be carried out on the next Business Day.

(5) At 3:00 p.m. (Frankfurt am Main time) and 5:00 p.m. (Frankfurt am Main time) on each Business Day, Eurex Clearing AG will make available to the Clearing Member and the DC With Sytem Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG) a preliminary report indicating the Bulk Backloaded Original OTC NDF Transactions which have been received for Clearing and which fulfil the novation criteria pursuant to Number 5.1.5.1 and the Margin Requirement as well as any shortage in actually delivered Eligible Margin Assets.

(6) Bulk Backloaded Original OTC NDF Transactions which, on the day of submission, fulfil all novation criteria shall be novated on that Business Day. The novation will become effective when the respective OTC Trade Novation Report will be made available intraday at around 5:30 p.m. (Frankfurt am Main time) and at the end of a Business Day at or around 11:00 p.m. (Frankfurt am Main time).

(7) For Bulk Backloaded Original OTC NDF Transactions which, on the day of submission, fulfil all novation criteria except for the provision of the Eligible Margin Assets necessary to cover the margin requirement Eurex Clearing AG will debit the shortfall amount set forth in the OTC Margin Call Report produced and made available at 10:30 p.m. (Frankfurt am Main time) in the agreed Clearing Currency from the relevant Clearing Member Cash Account of the Clearing Member in accordance with the daily cash clearing procedure pursuant to Chapter I Part 1 Number 1.4.1. Such payment made by direct debit shall constitute cover in respect of the Margin to which the margin requirement referred to in the foregoing sentence

relates and accordingly will constitute Proprietary Margin or Omnibus Margin delivered by the Clearing Member pursuant to the Elementary Clearing Model Provisions or Margin delivered by the Clearing Member pursuant to the ISA Provisions. Eurex Clearing AG will make available an OTC Trade Novation Report on the Business Day following the day of submission at or around 9:30 a.m. (Frankfurt am Main time) to the Clearing Member and the DC With System Access and the Basic DC (depending on the categorisation of such Basic DC in the systems of Eurex Clearing AG).

(8) A Clearing Member or a DC With System Access (acting on behalf of the Clearing Member) may subsequently cancel the submission with respect to any Bulk Backloaded Original OTC NDF Transaction submitted to Eurex Clearing AG via an ATS and intended to be novated by the latest by 5:00 p.m. (Frankfurt am Main time) on a Business Day, provided that

(i) the cancellation request is entered by the Clearing Member or the DC With System Access into the system of, and received by, Eurex Clearing AG, and

(ii) each, the responsible Clearing Member, in case the request is entered by a DC With System Access, and the other Clearing Member that is a party to the relevant Transaction has given its prior consent in the system of Eurex Clearing AG to such cancellation request.

5.1.6 Daily Evaluation Price and Discounting of Future Cashflows

(1) Eurex Clearing AG determines the daily evaluation price on the basis of the raw market quotes underlying the discount and forecast curve provided by a recognised third party provider as of the day of the determination of the daily evaluation price (the respective quotes and third party provider to be selected at the reasonable discretion (*billiges Ermessen*) of Eurex Clearing AG). If such quotes are not available on the relevant day of the determination, Eurex Clearing AG may use the last available quotes.

(2) If an NDF PAI Switch and/or an NDF PAA Switch occurs that necessitates a switch of the relevant discount curves used for the determination of the daily evaluation prices in accordance with Paragraph (1) (such switch an "**OTC NDF Discounting Switch**"), any change of the daily evaluation price induced by the OTC NDF Discounting Switch shall give rise to an offsetting cash compensation claim from Eurex Clearing against the respective Clearing Member (or vice versa, as applicable) that is equal but opposite to the Variation Margin requirement or the NDF STM Amount requirement (as applicable) following from the change in the daily evaluation price induced by the OTC NDF Discounting Switch. Such offsetting cash compensation claim shall be due and payable upon determination thereof by Eurex Clearing AG, but no earlier than on the effective date of the OTC NDF Discounting Switch.

5.1.7 Margin Requirements

The basic provisions for the margin requirements are set forth in Chapter I Part 1 Number 3 together with Chapter I Part 2 Subpart A Numbers 4 and 5, Subpart B

Numbers 5 and 6 and Subpart C Numbers 6 and 7 and Chapter I Part 4 Numbers 6 and 7. In addition thereto, the following provisions shall apply:

(1) The applicable Margin Type with respect to CTM NDF Transactions shall be Initial Margin and Variation Margin. The applicable Margin Type with respect to STM NDF Transactions shall be Initial Margin.

The calculation of the Initial Margin with respect to NDF Transactions includes a specific component in the form of a floor that reflects the assessment of relevant sovereign riks (which may result in sudden and significant movements of foreign exchange rates) by Eurex Clearing AG. In calculating such floor Eurex Clearing AG will, in particular, take into account one or more of the following elements (each as determined by Eurex Clearing AG): risks arising in relation to potential disruption events in respect of the relevant NDF Currency Pair (i.e. the unavailability of market data, such as official exchange rate fixings), riks of changes to exchange regimes (for example, the discontinuation of a pegging of a Reference Currency to another currency) and currency depreciation and appreciation risks as a result of a sovereign crisis in a jurisdiction (for example, political instabilities, outbreak of armed conflicts, increases in credit default swap spreads, declines of country ratings, changes of main stock indices, increases in the sovereign debt ratio, changes in the growth of the gross domestic product and inflation). For the purpose of such determinations, Eurex Clearing AG applies a calibration system taking into account not only the jurisdictions of the Reference Currencies of the NDF Currency Pairs, but also certain other emerging market jurisdictions.

(2) The Variation Margin Requirement (as defined in Chapter I Part 2 Subpart A Number 5 or Part 4 Number 7, as applicable), and/or any Redelivery Amount, as the case may be, for OTC NDF Transactions and CTM NDF Transactions shall equal the profit or loss amount determined on any Business Day on the basis of the daily evaluation price (Number 5.1.6) as follows: For each outstanding OTC NDF Transaction and is entered into prior to the relevant Business Day, the relevant profit and loss amount shall be the difference between the daily evaluation prices of the OTC NDF Transaction on the relevant Business Day and the previous Business Day. For OTC NDF Transactions and are concluded on the relevant Business Day, the relevant profit and loss amount shall be the difference between zero and the daily evaluation price for such Business Day. Additionally, the Variation Margin includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade-related cash flows on the current Business Day are added and the trade-related cash flows on the next Business Day are subtracted.

The Variation Margin Requirement and/or any Redelivery Amount shall be calculated in USD with respect to each CTM NDF Transaction in accordance with the following formula:

$$\boldsymbol{VM_{\$}(t) = NPV_{\$}(t) - NPV_{\$}(t-1) + DCF_{\$}(t-1,t) - DCF_{\$}(t,t+1)}$$

where:

NPV(t) denotes the net present value of the trade at time ***t***; and

DCF(t,t+1) denotes trade related cash flows in the respective currency at time ***t+1*** discounted to time ***t***.

(3) In addition to Variation Margin, and as part of the primary payment obligations of CTM NDF Transactions, interest (the so-called price alignment interest ("**NDF PAI**")) shall be payable on the cumulative Variation Margin at the applicable overnight interest rate.

(a) NDF PAI corresponds to the overnight interest paid or received on the cumulative Variation Margin over the lifetime of the respective NDF portfolio. The cumulative Variation Margin of the previous Business Day corresponds to the value of the respective NDF portfolio on the previous Business Day.

If the overnight interest rates are positive and, from a Clearing Member's perspective, the value of the NDF portfolio is positive, Eurex Clearing AG will charge NDF PAI to the Clearing Member. If the overnight interest rates are positive and, from a Clearing Member's perspective, the value of the NDF portfolio is negative, Eurex Clearing AG will credit NDF PAI to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG (i) will credit NDF PAI to a Clearing Member if, from a Clearing Member's perspective, the value of the NDF portfolio is positive and (ii) will charge NDF PAI to the Clearing Member if, from the Clearing Member's perspective, the value of the NDF portfolio is negative.

NDF PAI shall be calculated in USD and payable on each Business Day with respect to each CTM NDF Transaction in accordance with the following formula.

$$\boldsymbol{NDF\ PAI}(\boldsymbol{T}) = -\boldsymbol{MtM_exCF}(\boldsymbol{T}-\mathbf{1}) * \boldsymbol{ONR}(\boldsymbol{T}-\mathbf{1},\boldsymbol{T}) * \boldsymbol{YF}(\boldsymbol{T},\boldsymbol{T}+\mathbf{1})$$

where:

"$\boldsymbol{MtM_exCF}(\boldsymbol{T}-\mathbf{1}) = \boldsymbol{MtM}(\boldsymbol{T}-\mathbf{1}) - \boldsymbol{CF}(\boldsymbol{T})$" is the present value of the previous Business Day excluding today's trade related cash flows;

"$\boldsymbol{ONR}(\boldsymbol{T}-\mathbf{1},\boldsymbol{T})$" is the overnight rate valid from the previous Business Day to today; and

"$\boldsymbol{YF}(\boldsymbol{T},\boldsymbol{T}+\mathbf{1})$" the year fraction from today to the next Business Day.

(b) The relevant index to determine the overnight rate for purposes of calculating NDF PAI is SOFR.

Eurex Clearing AG may switch the index to determine the NDF PAI by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or by way of applying the provisions laid out in Part 1 Number 1.8.2 (each an "**NDF PAI Switch**"). Eurex Clearing AG may postpone the effective date of an NDF PAI Switch by amending this Paragraph (3) (b) in accordance with Chapter I Part 1 Number 17.2 or, if a Termination Event with respect to a Clearing Member, a Termination Event (as defined in the FCM Regulations)

with respect to an FCM Clearing Member, an Insolvency Termination Event with respect to a Clearing Member, an Insolvency Termination Event (as defined in the FCM Regulations) with respect to an FCM Clearing Member, a Basic Clearing Member Termination Event or a Basic Clearing Member Insolvency Termination Event occurs and Eurex Clearing AG deems that such event may have an adverse impact on the proper course of the implementation of an NDF PAI Switch, by publishing an announcement in accordance with Chapter I Part 1 Number 16.1.

(4) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 (1) (a) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa) and (2) (c) (subject to any limitations on set-off set out in any other applicable Part of Chapter I) apply.

5.1.8 Default Fund

Contributions to the Default Fund are made in accordance with Chapter I Part 1 Number 6.

5.1.9 Calculation Agent

The Calculation Agent shall (i) calculate the Settlement Currency Amounts (including the applicable Settlement Rate) and (ii) make any other calculations and determinations designated to be made by the "Calculation Agent" pursuant to the relevant OTC NDF Template Documentation. For the avoidance of doubt, in its capacity as Calculation Agent, the liability of Eurex Clearing AG shall be restricted in accordance with the provisions set out in Chapter I Part 1 Number 14.1.2.

Notwithstanding any other specification of a "Calculation Agent" in the Trade Record, only Eurex Clearing AG shall act as Calculation Agent.

5.1.10 OTC NDF Business Days

In this Part 5, "**OTC NDF Business Day**" means a day, which is a "Business Day" as per the applicable OTC NDF Template Documentation, provided that for purposes of these Clearing Conditions, (A) such OTC NDF Business Day is determined by the Calculation Agent applying the relevant holiday calendar published by Swaps Monitor Publications, Inc. from time to time with respect to the relevant Reference Currency (the "**Relevant Holiday Calendar**"); and (B) if Swaps Monitor Publications, Inc. publishes a new Relevant Holiday Calendar, such new Relevant Holiday Calendar will only be applied for purposes of determining an OTC NDF Business Day as of the beginning of the next Business Day following such publication.

5.2 Product-related terms for OTC NDF Transactions

The following product-related terms shall apply to OTC NDF Transactions.

5.2.1 Payment obligations; Adjustment of valuations and NDF Settlement Date; Effects of novation

(1) Subject to Numbers 5.2.2 to 5.2.6, the relevant Clearing Member and Eurex Clearing AG shall pay the amounts payable under and in accordance with the terms of the relevant OTC NDF Transaction as specified in the relevant OTC Trade Novation Report on the basis of the trade record submitted via the ATS in respect of Original OTC NDF Transactions and which are as follows:

(a) **Settlement Currency Amount**

The relevant Clearing Member and Eurex Clearing AG each agree to pay to the respective other party the applicable Settlement Currency Amount as applicable on the relevant NDF Settlement Date of the OTC NDF Transaction.

The Settlement Currency Amount is calculated by the Calculation Agent as an amount in USD on the Valuation Date (subject to Number 5.2.1(4)) as follows:

$$Settlement\ Currency\ Amount\ = \left[Notional\ Amount * \left(1\ - \frac{Forward\ Rate}{Settlement\ Rate}\right)\right]$$

where:

Notional Amount means the Notional Amount (expressed in USD) specified in the Trade Record transmitted via the ATS in respect of the OTC NDF Transaction.

Forward Rate means the Forward Rate specified as such in the Trade Record transmitted via the ATS in respect of the OTC NDF Transaction.

Settlement Rate means the applicable Settlement Rate as at the Valuation Date (determined on the basis of the applicable Settlement Rate Option relating to the relevant Reference Currency), expressed as an amount of the relevant Reference Currency per one USD.

"**Valuation Date**" means the date specified as the Valuation Date in the Trade Record transmitted via the ATS (the date so specified, the "**Scheduled Valuation Date**"); following the novation, the Valuation Date is subject to any adjustments as per the terms of the Relevant EMTA Template Terms set out next to the term "Valuation Date" and starting after the phrase "*("Scheduled Valuation Date"), subject to*".

"**NDF Settlement Date**" means, the date specified as the Settlement Date in the Trade Record transmitted via the ATS, subject to any adjustments as per the terms of the Relevant EMTA Template Terms set out next to the term "Settlement Date" and starting after the phrase "*subject to*"; such date (if applicable, taking into account any such adjustment as per those terms) is subject to any postponement pursuant to Number 5.2.1 (5).

If the Settlement Currency Amount (a) is a positive figure, the amount (in USD) shall be payable by the Reference Currency Buyer to the relevant other party, and (b) is a negative figure, the absolute value of that amount (in USD) shall be payable by the Reference Currency Seller to the relevant other party. The Reference Currency Buyer and the Reference Currency Seller are determined in accordance with Number 5.1.3 (6).

(b) Preliminary Settlement Currency Amount

If the applicable Settlement Rate Option as specified in the Relevant EMTA Template Terms provides for a certain period of time during which the relevant Spot Rate shall be reported ("**Spot Rate Reporting Period**") and the relevant period of time expires after the Calculation Cut-Off Time on the relevant Scheduled Valution Date, the following provisions shall apply in case no Spot Rate is reported by the Calculation Cut-Off Time:

(i) If on the relevant Scheduled Valuation Date no Spot Rate is published by the Calculation Cut-Off Time, Eurex Clearing AG shall calculate a preliminary Settlement Currency Amount on the Scheduled Valuation Date on the basis of the Settlement Rate reported for the preceeding Business Day ("**Preliminary Settlement Currency Amount**").

"**Calculation Cut-Off Time**" means 20:30 hours (Frankfurt am Main time) on the relevant Scheduled Valuation Date.

Eurex Clearing AG will process, report and settle the Preliminary Settlement Currency Amount in the same way as a Settlement Currency Amount.

For the avoidance of doubt, the determination of a Preliminary Settlement Currency Amount by Eurex Clearing AG does not constitute a Price Source Disruption.

(ii) If the Scheduled Valuation Date falls on a day that is not a TARGET Settlement Day, paragraph (4) and the following provisions shall apply:

If on the the next succeeding day that is a TARGET Settlement Day the relevant Spot Rate for the Scheduled Valuation Date was reported prior to the expiry of the applicable Spot Rate Reporting Period, Eurex Clearing AG shall use such Spot Rate as Settlement Rate and calculate the Settlement Currency Amount.

If on the the next succeeding day that is a TARGET Settlement Day the relevant Spot Rate for the Scheduled Valuation Date was not reported by the end of the applicable Spot Rate Reporting Period, a Price Source Disruption has occurred as of the expiry of the Spot Rate Reporting Period and Number 5.2.2 shall apply.

(iii) If after the determination of a Preliminary Settlement Currency Amount the Settlement Rate for the relevant Scheduled Valuation Date becomes

available in accordance with the applicable Settlement Rate Option and prior to the expiry of the applicable Spot Rate Reporting Period, Eurex Clearing AG will as soon as technically possible re-calculate the Settlement Currency Amount on the basis of such Settlement Rate.

(A) If the Preliminary Settlement Currency Amount was already settled, Eurex Clearing AG shall calculate the difference between the Preliminary Currency Amount and the Settlement Currency Amount ("**Settlement Currency Amount Difference**"). If the Settlement Currency Amount Difference (a) is a positive figure, the Settlement Currency Amount Difference shall be payable by the Reference Currency Buyer to the relevant other party, and (b) is a negative figure, the Settlement Currency Amount Difference shall be payable by the Reference Currency Seller to the relevant other party.

(B) If the Preliminary Settlement Currency Amount was not settled and Eurex Clearing AG is able to stop the settlement of the Preliminary Settlement Amount, Eurex Clearing AG shall settle the re-calculated Settlement Currency Amount without concidering the Preliminary Settlement Currency Amount.

(iv) If after the determination and settlement of a Preliminary Settlement Currency Amount the Settlement Rate for the relevant Scheduled Valuation Date does not become available prior to the expiry of the applicable Spot Rate Reporting Period, a Price Source Disruption has occurred as of the expiry of the Spot Rate Reporting Period and Number 5.2.2 shall apply.

If a Disruption Fallback for a Price Source Disruption applies as set out in the relevant OTC NDF Template Documentation and a Settlement Currency Amount is calculated by Eurex Clearing AG on the basis of the applicable Disruption Fallbacks, such Settlement Currency Amount will not be settled. Instead, Eurex Clearing AG shall calculate the difference between the Preliminary Currency Amount and the Settlement Currency Amount determined pursuant to the relevant Disruption Fallback. If such difference (a) is a positive figure, the amount shall be payable by the Reference Currency Buyer to the relevant other party, and (b) is a negative figure, the amount shall be payable by the Reference Currency Seller to the relevant other party.

(c) **Settlement Rate Option**

Subject to Numbers 5.2.3 and 5.2.5 (1), the Settlement Rate Option specified in the OTC NDF Template Documentation in respect of the NDF Currency Pair of the Original OTC NDF Transaction applies.

(2) Payments under the relevant Original OTC NDF Transaction that were due on or before the day of novation will not be owed under the relevant OTC NDF Transaction and are not subject to these Clearing Conditions.

(3) The following additional primary payment obligations apply under STM NDF Transactions:

(a) The Clearing Member or Eurex Clearing AG, as the case may be, shall pay an NDF STM Amount on each Business Day (i) from (and including) the NDF STM Effective Date (in case an STM NDF Transaction was an Existing STM Eligible NDF Transaction), the date of novation pursuant to Part 1 Number 1.2.1 (in case an STM NDF Transaction was an Original STM Eligible NDF Transaction), the date of novation pursuant to Number 5.3 or the date of novation pursuant to Number 5.4 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) (in the case the STM NDF Transaction was a Transfer STM Eligible NDF Transaction), as relevant, (ii) to (and including) the earlier of the NDF Settlement Date, the date of the cancellation pursuant to Number 5.3.2, the date of the release from the obligations under the Original Transaction pursuant to Number 5.4 in connection with Chapter I Part 1 Number 1.2.2 (5) (c) or the date of a termination pursuant to Number 5.5, as relevant (the relevant date under (ii) is the "**Last NDF STM Amount Payment Date**").

"**NDF STM Amount**" means, an amount which shall equal the profit or loss amount determined with respect to an outstanding STM NDF Transaction on the relevant Business Day on the basis of the daily evaluation price (pursuant to Number 5.1.6) as follows: For STM NDF Transactions concluded on the relevant Business Day, the relevant profit or loss amount shall be the difference between zero and the daily evaluation price for such Business Day. For each outstanding STM NDF Transaction concluded (whether as STM NDF Transaction or CTM NDF Transaction) prior to the relevant Business Day, the relevant profit or loss amount shall be the difference between the daily evaluation prices of the STM NDF Transaction on the relevant Business Day and the previous Business Day. On the Last NDF STM Amount Payment Date, the relevant profit or loss amount shall be the difference between the daily evaluation price of the STM NDF Transaction of the previous Business Day and zero. Additionally, the NDF STM Amount includes two correction terms for considering the time delay between its calculation and settlement. For this purpose, the trade-related cash flows on the current Business Day are added and the trade-related cash flows on the next Business Day are subtracted.

The NDF STM Amount shall be calculated in USD with respect to each STM NDF Transaction in accordance with the following formula:

$$\boldsymbol{NDF\ STM\ Amount}_{\$}(t) = \boldsymbol{NPV}_{\$}(t) - \boldsymbol{NPV}_{\$}(t-1) + \boldsymbol{DCF}_{\$}(t-1,t) - \boldsymbol{DCF}_{\$}(t,t+1)$$

where:

DCF(t,t+1) denotes trade related cash flows in the respective currency at time ***t+1*** discounted to time ***t***; and

NPV(t) denotes the net present value of the trade at time t.

(b) A price alignment amount ("**NDF Price Alignment Amount**" or **"NDF PAA**") shall be payable by the Clearing Member or Eurex Clearing AG, as the case may be, together with the NDF STM Amount.

(aa) The NDF PAA corresponds to the overnight interest paid or received on the cumulative NDF STM Amounts over the lifetime of the STM NDF Transaction. The cumulative NDF STM Amounts of the previous Business Day correspond to the value of the STM NDF Transaction on the previous Business Day.

If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM NDF Transaction is positive, Eurex Clearing AG will charge the NDF Price Alignment Amount to the Clearing Member. If the overnight interest rates are positive and, from the Clearing Member's perspective, the value of the STM NDF Transaction is negative, Eurex Clearing AG will credit the NDF Price Alignment Amount to the Clearing Member. In case of negative overnight interest rates, Eurex Clearing AG will credit the NDF Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM NDF Transaction is positive and will charge the NDF Price Alignment Amount to the Clearing Member if, from the Clearing Member's perspective, the value of the STM NDF Transaction is negative.

NDF PAA shall be calculated in USD and payable on each Business Day with respect to each STM NDF Transaction in accordance with the following formula.

$$NDF\ PAA\ (T) = -\ MtM_exCF(T\text{-}1) * ONR\ (T\text{-}1,T) * YF\ (T,T+1)$$

(bb) Number 5.1.7 (3) (b) shall apply *mutatis mutandis* with respect to the NDF PAA.

(c) The rules on set-off of cash claims pursuant to Chapter I Part 1 Number 1.3.1 (1) (a) and Chapter I Part 1 Number 1.3.1 (2) (a) (aa) and (2) (c) (subject to any limitations on set-off set out in any other applicable Part of Chapter I) apply.

(4) If the Valuation Date (for the avoidance of doubt, taking into account any adjustments as per the terms of the Relevant EMTA Template Terms set out next to the term "Valuation Date") or any date on which the determination of the Settlement Rate or the calculation of the Settlement Currency Amount would otherwise be due in accordance with the relevant OTC NDF Template Documentation or the provisions of this Part 5 (including, without limitation, any Disruption Fallback) falls on a day that is not a TARGET Settlement Day, the determination of the Settlement Rate and the calculation of the Settlement Currency Amount (but not the Valuation Date itself) shall be postponed to the next succeeding day that is a TARGET Settlement Day using the Settlement Rate that applied on the date on which the determination would otherwise have become due).

(5) If,

(i) the NDF Settlement Date falls on a day that is not a TARGET Settlement Day; or

(ii) as a result of a postponement in accordance with Paragraph (4), the calculation of the Settlement Currency Amount will occur on or after the NDF Settlement Date,

the NDF Settlement Date shall be postponed in the case of (i) to the first succeeding day that is a TARGET Settlement Day and a New York Banking Day and in the case of (ii) to the first day after the date on which the Settlement Currency Amount is to be calculated (as a result of such postponement) that is a TARGET Settlement Day and a New York Banking Day. No interest shall be payable as a result of the postponement of an NDF Settlement Date pursuant to this Paragraph (5).

(6) Upon the novation of the Original OTC Transaction in accordance with this Part 5, (i) the Clearing Member set out as Reference Currency Seller in the Trade Record (or, if the party stated as Reference Currency Seller in the Trade Record is a DC With System Access or Basic DC, its relevant Clearing Member) shall become the Reference Currency Seller to Eurex Clearing AG (and Eurex Clearing AG shall become the Reference Currency Buyer vis-à-vis such party) in the OTC NDF Transaction between such party and Eurex Clearing AG and (ii) the party set out as Reference Currency Buyer in the Trade Record (or, if the party stated as Reference Currency Buyer in the Trade Record is a DC With System Access or Basic DC, its relevant Clearing Member) shall become the Reference Currency Buyer vis-à-vis Eurex Clearing AG (and Eurex Clearing AG shall become the Reference Currency Seller to Eurex Clearing AG) in the OTC NDF Transaction between Eurex Clearing AG and such party.

5.2.2 Provisions in respect of Price Source Disruption

(1) Price Source Disruption

If with respect to an OTC NDF Transaction, it becomes impossible to obtain the applicable Settlement Rate (on the basis of the applicable Settlement Rate Option) on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant publishing institution) from the relevant publishing institution stipulated in the OTC NDF Template Documentation and in relation to such Valuation Date no Permanent Settlement Rate Option Discontinuation has occurred or a Permanent Settlement Rate Option Discontinuation has occurred, but has not resulted in a termination of such OTC NDF Transaction prior to such Valuation Date ("**Price Source Disruption**") then the provisions set out in Paragraph (2) shall apply.

(2) Fallback provisions for Price Source Disruption

With respect to an OTC NDF Transaction, if (where applicable in respect of the Reference Currency of such OTC NDF Transaction) a Price Source Disruption occurs, then the Disruption Fallbacks for a Price Source Disruption shall apply as set out in the OTC NDF Template Documentation (and in the order specified in the Relevant EMTA Template Terms), provided that where Calculation Agent

Determination of Settlement Rate is applied as the relevant Disruption Fallback, the Calculation Agent will use as the Settlement Rate (in its reasonable discretion (*billiges Ermessen*)) either

(A) the last rate that had been published for the relevant Reference Currency by the relevant publishing institution (as such publishing institution is specified in the OTC NDF Template Documentation or, as applicable, the publishing institution in relation to a successor determined in accordance with Number 5.2.3) prior to the occurrence of the Price Source Disruption,

(B) a Successor Rate, if any, or

(C) notwithstanding the application of Calculation Agent Determination of Settlement Rate as the applicable Disruption Fallback, the most recent Fallback Reference Price, if applicable, published for the relevant NDF Currency Pair.

If and when, during the application of any of the fallback provisions in accordance with the preceding paragraph, a Permanent Settlement Rate Option Discontinuation occurs, and a Successor Rate is determined, in relation to the relevant Valuation Date, the provisions of this Paragraph (2) shall no longer apply and instead such Successor Rate shall be applied in accordance with Number 5.2.3.

5.2.3 Permanent Settlement Rate Option Discontinuation

(1) A "**Permanent Settlement Rate Option Discontinuation**" means,

(a) a public statement or publication of information by or on behalf of the relevant publishing institution of the relevant Settlement Rate Option (both as specified in the OTC NDF Template Documentation in respect of the relevant NDF Currency Pair) that it has ceased or will cease to provide the relevant Settlement Rate Option permanently or indefinitely, provided that at the time of the publication, there is no announcement of a successor administrator that will continue to provide the relevant Settlement Rate Option;

(b) a public statement or publication of information by the regulatory supervisor of the relevant publishing institution of the relevant Settlement Rate Option, an insolvency official or a resolution authority with jurisdiction over the relevant publishing institution of the relevant Settlement Rate Option or a court or an entity with similar insolvency or resolution authority over the of the relevant publishing institution of the relevant Settlement Rate Option or (where applicable) the competent central bank for the Reference Currency of the relevant Settlement Rate Option, which states that the relevant publishing institution of the relevant Settlement Rate Option (both as specified in the OTC NDF Template Documentation in respect of the relevant NDF Currency Pair) has ceased or will cease to provide the relevant Settlement Rate Option permanently or indefinitely, provided that at the time of the publication, there is no announcement of a successor administrator that will continue to provide the relevant Settlement Rate Option;

(c) a public statement or a decision by a regulator, a competent public entity or a court prohibiting Eurex Clearing AG the use of the relevant Settlement Rate Option; or

(d) a statement by Eurex Clearing AG published in accordance with Chapter I Part 1 Number 16.1 that it determines that its further use of the relevant Settlement Rate Option will be a violation of laws applicable to it, provided that such announcement is based on reasonable grounds.

The Permanent Settlement Rate Option Discontinuation shall occur at the earliest point in time which has been specified in a public statement, publication of information, decision or public announcement referred to in lit. (a) – (d) or, if no point in time has been so specified, immediately after the earliest of the events listed in lit. (a) – (d) has occurred (the "**Permanent Settlement Rate Option Discontinuation Date**").

A Permanent Settlement Rate Option Discontinuation Date shall not occur if an amendment to the OTC NDF Template Documentation is published that addresses such Permanent Settlement Rate Option Discontinuation and, as a result of the application of such amendment, the grounds for the Permanent Settlement Rate Option Discontinuation no longer persist. If, following the occurrence of a Permanent Settlement Rate Option Discontinuation Date and the determination of a Successor Rate in accordance with Paragraph (3), any such amendment to the OTC NDF Template Documentation is published, then such amendment shall apply pursuant to Number 5.2.9 (1).

(2) For the avoidance of doubt, the mere change of the definition, methodology or formula of a Settlement Rate Option does not constitute a Permanent Settlement Rate Option Discontinuation.

(3) If a Permanent Settlement Rate Option Discontinuation occurs, Eurex Clearing AG will determine the relevant Settlement Rate Option for a date from (and including) the Permanent Settlement Rate Option Discontinuation Date based on the following fallbacks (any such fallback rate a "**Successor Rate**"), whereby lit. (a) and (b) of this Paragraph (3) stipulate the order of application of the relevant fallback.

(a) If a rate is formally designated, nominated or recommended as a fallback rate by (i) the competent central bank for the relevant Settlement Rate Option, the regulatory supervisor for either the relevant Settlement Rate Option or the relevant publishing institution, or any working group or committee officially endorsed or convened by any of the foregoing authorities, a group of any of the foregoing authorities, or the Financial Stability Board, or any part thereof, or (ii), if (i) does not apply, the relevant publishing institution of the relevant Settlement Rate Option, then, as of the Permanent Settlement Rate Option Discontinuation Date, this rate shall be applied as the Successor Rate, provided that Eurex Clearing AG communicates in accordance with Chapter I Part 1 Number 16.1 that it is operationally and legally capable to use this rate.

(b) If Eurex Clearing AG communicates (in accordance with Chapter I Part 1 Number 16.1) the application of a rate as a fallback of the relevant Settlement

Rate Option, then, as of the Permanent Settlement Rate Option Discontinuation Date, this rate shall be applied as the Successor Rate provided that Eurex Clearing AG shall take into account inter alia market practice, recommendations and documents by ISDA, EMTA, IOSCO and competent authorities. If reasonably possible, Eurex Clearing AG shall consult affected Clearing Members prior to communicating any Successor Rate in accordance with this lit. (b).

(4) If no Successor Rate can be determined in accordance with Paragraph (3), Number 5.2.6 (2) applies.

(5) Without prejudice to any termination rights a Clearing Member may have pursuant to Chapter I, Clearing Members are not entitled to terminate transactions due to the occurrence of a Permanent Settlement Rate Option Discontinuation.

5.2.4 Unscheduled Holiday and Cumulative Events

For the avoidance of doubt, with respect to an OTC NDF Transaction,

(i) the provisions of the OTC NDF Template Documentation (that applies with respect to such OTC NDF Transaction and the Reference Currency thereof) in respect of an Unscheduled Holiday apply; and

(ii) the provisions of the Relevant EMTA Template Terms set out next to the term "Cumulative Events" apply.

5.2.5 Currency Replacement and rate correction

(1) Currency Replacement

The provisions on the effects of an elimination, conversion, redenomination or exchange of currencies (a "**Currency Replacement**") set forth in Section 4.3 of Annex A to the 1998 FX and Currency Option Definitions apply, except that if, in the reasonable opinion of Eurex Clearing AG, as notified to the Clearing Members in accordance with Chapter I Part 1 Number 16, (A) the use of the relevant Successor Currency will not meet applicable regulatory requirements or (B) a ratio for converting the Original Currency into the Successor Currency cannot be determined, the following applies:

(a) With respect to OTC NDF Transactions in the relevant Reference Currency for which the Scheduled Valuation Date has occurred, the Calculation Agent will use as the Settlement Rate for the OTC NDF Transactions in the relevant Reference Currency the last rate that had been published in respect of such Settlement Rate Option by the relevant publishing institution prior to the occurrence of the Currency Replacement (notwithstanding the occurrence or continuation, if any, of any Price Source Disruption).

(b) With respect to all OTC NDF Transactions with a Reference Currency affected by the Currency Replacement in respect of which the Scheduled Valuation Date

has not occurred, the provisions on a termination and a cash settlement set out in Number 5.2.6 Paragraph (3) apply.

For the avoidance of doubt, following a Currency Replacement in respect of a Reference Currency, (A) Eurex Clearing AG will not clear any OTC NDF Transactions with a currency pair (including a currency pair combining the Settlement Currency and a successor currency to the Reference Currency) other than an NDF Currency Pair and (B) an original non-deliverable FX transaction traded over the counter that was denominated in such Reference Currency and has become, or, following a novation, would be subject to the Currency Replacement, will not be eligible for a novation pursuant to this Part 5 since it will not meet the Transaction Type specific novation criteria set out in Number 5.1.5.1 Paragraph (2).

(2) Rate correction

With respect to the determination of the Settlement Rate, the provisions on corrections to published and displayed rates set forth in Section 4.7 of Annex A to the 1998 FX and Currency Option Definitions apply, except that the phrase ", together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of such cost) to the relevant party (certified by it) of funding that amount for the period from, and including, the day on which, based on such correction, a payment in the incorrect amount was first made to, but excluding, the day of payment of the refund or payment resulting from such correction" in paragraph (c) of Section 4.7 of Annex A to the 1998 FX and Currency Option Definitions shall not apply.

5.2.6 Termination and cash settlement rights of Eurex Clearing AG in respect of affected NDF Currency Pairs

(1) Price Source Disruption

If the Disruption Fallback Calculation Agent Determination of Settlement Rate is conducted in respect of an OTC NDF Transaction, Eurex Clearing AG shall be entitled to terminate by giving three Business Days' prior notice to the relevant Clearing Members (“**NDF Termination Period**”) and by written notice (“**NDF Termination Notice**”),

(i) all (and not only some) OTC NDF Transactions relating to the affected NDF Currency Pair in respect of which the Scheduled Valuation Date has not yet occurred,

(ii) established between Eurex Clearing AG and all (and not only some) Clearing Members

unless at the time of the submission of such termination notice the relevant Price Source Disruption that has resulted in the application of the Calculation Agent Determination of Settlement Rate no longer continues (“**NDF Termination**”).

(a) The NDF Termination shall become effective with expiry of the NDF Termination Period.

(b) If, after the submission of the NDF Termination Notice and prior to the effective date of the NDF Termination, a Scheduled Valuation Date occurs and provided that the NDF Settlement Date occurs prior to the expiry of the NDF Termination Period, the Calculation Agent shall calculate the relevant Settlement Currency Amount based on the same Settlement Rate the Calculation Agent used when the Disruption Fallback Calculation Agent Determination of Settlement Rate was conducted with respect to the relevant OTC NDF Transaction with the same Currency Pair in accordance with Number 5.2.2 (2).

If the Settlement Currency Amount (a) is a positive figure, the amount shall be payable by the Reference Currency Buyer to the relevant other party, and (b) is a negative figure, the absolute value of that amount (in USD) shall be payable by the Reference Currency Seller to the relevant other party.

For the avoidance of doubt, if the NDF Settlement Date of an OTC NDF Transaction occurs after the expiry of the NDF Termination Period, the relevant OTC NDF Transaction shall be treated as terminated as of the expiry of the NDF Termination Period.

(c) If reasonably possible and appropriate, Eurex Clearing AG will consult individual or all affected Clearing Members before exercising its termination right. When deciding upon whether Eurex Clearing AG will exercise its termination right, Eurex Clearing AG will consider the collective interests of its Clearing Members including, in particular, the interest in a sound risk management.

(d) If Eurex Clearing AG exercises such termination right, the Calculation Agent shall calculate the net present value (in USD) of each OTC NDF Transaction so terminated on the basis of raw market quotes deteremined on the Business Day on which the NDF Termination Notice was submitted (Number 5.1.6, applied *mutatis mutandis*).

If such net present value is positive for Eurex Clearing AG, the Clearing Member shall, with respect to each such OTC NDF Transaction between such Clearing Member and Eurex Clearing AG, pay to Eurex Clearing AG a cash settlement amount (in USD) in the amount of such net present value and if such net present value is negative for Eurex Clearing AG, Eurex Clearing AG shall pay to the Clearing Member a cash settlement amount (in USD) in the absolute amount of such net present value. Each such payment shall become due on the date on which the termination becomes effective (or, if such date is not a TARGET Settlement Day and a New York Banking Day, the next succeeding day that is a TARGET Settlement Day and a New York Banking Day)

(2) Permanent Settlement Rate Option Discontinuation

If a Permanent Settlement Rate Option Discontinuation has occurred with respect to an Reference Currency and no Successor Rate has been determined in accordance with Number 5.2.3 (3), Paragraph (1) shall apply *mutatis mutandis* with respect to all OTC NDF Transactions with all Clearing Members (but neither some OTC NDF Transactions only nor with respect to some Clearing Members only) relating to such Reference Currency in respect of which the Scheduled Valuation Date has not yet

occurred, except that (i) Eurex Clearing AG will, in such case, always exercise its termination right and (ii) the exercise of the termination right shall be with immediate effect.

(3) Currency Replacement

If a Currency Replacement has occurred with respect to a Reference Currency and, in the reasonable opinion of Eurex Clearing AG,

(A) the use of the relevant Successor Currency will not meet applicable regulatory requirements or

(B) a ratio for converting the Original Currency into the Successor Currency cannot be determined,

Paragraph (1) shall apply *mutatis mutandis* with respect to all OTC NDF Transactions with all Clearing Members (but neither some OTC NDF Transactions only nor with respect to some Clearing Members only) relating to such Reference Currency in respect of which the Scheduled Valuation Date has not occurred and the determination of the Settlement Rate has not otherwise become due, except that (i) Eurex Clearing AG will, in such case, always exercise its termination right and (ii) the exercise of the termination right shall be with immediate effect.

5.2.7 Suspension of Clearing

Eurex Clearing AG may suspend the Clearing of new OTC NDF Transactions in the relevant NDF Currency Pair in respect of which a termination notice has been published in accordance with Number 5.2.6. For the avoidance of doubt, such suspension by Eurex Clearing AG shall not become ineffective if, subsequently, the reasons for the related termination made in accordance with Number 5.2.6 cease to continue.

5.2.8 Quotation Disclaimer

Eurex Clearing AG and each Clearing Member acknowledge that each of them, acting directly or through a branch or an affiliate, may be requested to provide quotations from time to time for the purpose of determining an industry rate for the NDF Currency Pair that is the subject of an OTC NDF Transaction and that such quotation may affect the settlement of an OTC NDF Transaction.

5.2.9 References to Market Standard OTC Non-Deliverable FX Documentation

(1) Notwithstanding any other selection in the data to be transmitted via the ATS, the provisions of the OTC NDF Template Documentation applicable to Non-Deliverable FX Transactions (including the definitions set out therein) shall, unless otherwise provided in this Part 5, apply to all OTC NDF Transactions. In the event of any inconsistency between the OTC NDF Template Documentation on the one hand and the Clearing Conditions on the other hand, the Clearing Conditions shall prevail.

Any amendment to the OTC NDF Template Documentation (or any part thereof) so published will (subject to the preceding sentence) automatically be incorporated into all OTC NDF Transactions on the envisaged date on which such amendment is

stated to become effective, except that such amendment shall not become effective, and shall be disregarded, for the purposes of the Clearing Conditions if Eurex Clearing AG, prior to the date on which such amendment would otherwise become effective, notifies the Clearing Members in accordance with Chapter I Part 1 Number 16.1 that it considers, at its reasonable discretion (*billiges Ermessen*), the implementation of such amendment not to be feasible for legal, operational or commercial reasons.

(2) For the purposes of these Clearing Conditions,

(a) references in the OTC NDF Template Documentation to a “Transaction”, “FX Transaction” or “Non-Deliverable FX Transaction” shall be deemed to be references to an OTC NDF Transaction;

(b) any reference in the OTC NDF Template Documentation (excluding the Relevant EMTA Template Terms) to a “Confirmation” shall be a reference to the Clearing Conditions (including the Relevant EMTA Template Terms) in conjunction with the relevant OTC Trade Novation Report; and

(c) provisions in the OTC NDF Template Documentation relating to "No Fault Termination" shall not apply.

(4) Notwithstanding the fact that the Clearing Conditions (including this Part 5 and the market standard documentation incorporated herein by reference) are governed by the laws of Germany, the terms and provisions of the 1998 FX and Currency Option Definitions and the Relevant EMTA Template Terms shall be interpreted in accordance with international market practice for OTC non-deliverable FX forward transactions and shall be given the same meaning as they would have in English law-governed non-deliverable FX forward transactions incorporating the 1998 FX and Currency Option Definitions and the Relevant EMTA Template Terms.

If legal concepts applicable pursuant to such English-law governed provisions are incompatible with relevant concepts of German law, such provisions shall be applied in a manner consistent with such concepts of German law.

5.3 Trade Netting and Accumulation

(1) Eurex Clearing AG may agree with a Clearing Member upon the mutual cancellation (“**Netting**”) and the accumulation of OTC NDF Transactions provided that such OTC NDF Transactions form part of the same Standard Agreement. In this case, the Netting and accumulation shall be carried out on the basis of the following provisions agreed upon by Eurex Clearing AG and the Clearing Member.

(2) To the extent the OTC NDF Transactions that are subject to Netting or accumulation pursuant to Number 5.3.1 and 5.3.2 are DC-Related Transactions or UDC-Related Transactions, it is a matter of the relevant parties to agree, whether as a result of such Netting or accumulation, any CM-Customer Transactions shall be subject to netting or accumulation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such Netting or accumulation.

(3) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the netting or accumulation instructions were given by the relevant Direct Client to the Clearing Member and whether a netting or accumulation of CM-Customer Transactions is contractually possible or valid.

5.3.1 Inclusion of OTC NDF Transactions in the Netting and Accumulation Process

(1) All OTC NDF Transactions are eligible for Netting provided that:

(a) the relevant NDF Trade Criteria are identical; and

(b) OTC NDF Transactions may not be netted with OTC NDF Transactions booked on an account that forms part of a different Transactions Accounts Group or ISA Transaction Accounts Group.

"**NDF Trade Criteria**" means the commercial terms of the relevant OTC NDF Transactions, in particular the following basic criteria: NDF Currency Pair (Reference Currency and Settlement Currency), Forward Rate, Valuation Date, NDF Settlement Date.

(2) With respect to the eligibility of CCP Transactions that are OTC NDF Transactions for accumulation, Paragraph (1) (a) to (c) apply *mutatis mutandis*.

(3) OTC NDF Transactions will be netted and/or accumulated if the OTC NDF Transactions have been designated for Netting and/or accumulation, as the case may be, by the relevant Clearing Member (or DC With System Access acting on behalf of the relevant Clearing Member)in the system of Eurex Clearing AG. Such designation shall be submitted no later than by 10:00 p.m. (Frankfurt am Main time) on the relevant Business Day.

5.3.2 Netting and Accumulation Procedure

(1) The OTC NDF Transactions selected for Netting shall be netted with each other to the maximum extent possible on each Netting Level. Upon closing of the Netting, all OTC NDF Transactions existing before the Netting that were netted are cancelled.

The remaining OTC NDF Transactions for which there is no counter-position with which they can be netted may be accumulated and novated to one or more OTC NDF Transaction(s) with the aggregate notional amount of the accumulated OTC NDF Transactions. The OTC NDF Transactions existing before the accumulation and which are included in the accumulation shall be cancelled.

(2) The OTC NDF Transactions to be accumulated shall be novated to one or more OTC NDF Transaction(s) with the aggregate notional amount of the accumulated OTC NDF Transactions. The OTC NDF Transactions that were accumulated shall be cancelled.

(3) The Netting and the accumulation, respectively, of the OTC NDF Transactions will become effective when the OTC Trade Daily Summary Report, in which such event is included, is made available to the relevant Clearing Members.

5.4 Transfer of OTC NDF Transactions, Account Transfer and Trade Amendment

(1) A OTC NDF Transaction may be transferred in accordance with Paragraphs (3) to (7) and Numbers 5.4.1 and 5.4.2 below, as applicable, or amended in accordance with Number 5.4.3.

(2) In addition, a Clearing Member may, upon the request of any of its Disclosed Direct Clients, initiate a transfer of all DC-Related Transactions with respect to such Disclosed Direct Client to a New Clearing Member under the Elementary Clearing Model Provisions or the ISA Provisions in accordance with Chapter I Part 1 Number 8.

(3) The transfer of a OTC NDF Transaction will be performed against payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 5.1.6). Furthermore, the relevant Clearing Member(s) may specify in the system of Eurex Clearing AG an additional amount payable by a Clearing Member in connection with the transfer (in each case, as separately agreed between the relevant transferor and transferee). All amounts payable under this Paragraph (3) will be settled via Eurex Clearing AG.

(4) Any novation through which a transfer pursuant to Number 5.4 is to be made shall take effect with respect to the relevant Clearing Members involved in the transfer (either as a transferor or as a transferee) when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members electronically via Eurex Clearing AG's system.

(5) If the OTC NDF Transaction to be transferred is an STM NDF Transaction and no NDF STM Election is or has been made or no NDF STM Election is permitted with respect to the OTC NDF Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c), the relevant OTC NDF Transaction resulting from the novation pursuant to Chapter I Part 1 Number 1.2.2 (5) (c) shall be established as a CTM NDF Transaction and the additional primary payment obligations of the Clearing Member and Eurex Clearing AG set out in Number 5.2.1 (3) shall not arise with respect to such Transaction.

(6) To the extent the OTC NDF Transactions that are subject to a transfer or account transfer pursuant to Number 5.4.1 or 5.4.2 are DC-Related Transactions or UDC-Related Transactions it is a matter of the relevant parties to agree whether, as a result of such transfer or account transfer, any CM-Customer Transactions shall be created or be subject to a transfer or cancellation. The relevant Clearing Member is obliged to obtain the required instruction from the relevant Direct Client before initiating any such transfer.

(7) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the transfer or account transfer instructions were given by the relevant Direct Client to the Clearing Member.

5.4.1 Transfer of an OTC NDF Transaction to another Clearing Member

(1) Upon request of a Clearing Member or a DC With System Access (on behalf of the Clearing Member) entered into the system of Eurex Clearing AG, a OTC NDF Transaction may be transferred from a Clearing Member to another Clearing Member holding the required OTC Currency Products Clearing License. Number 5.4 (6) applies.

(2) Any transfer or partial transfer of a OTC NDF Transaction provided for in this Number 5.4.1 may be effected pursuant to Chapter I Part 1 Number 1.2.2 (5) (a) – (c), as applicable.

5.4.2 Account Management or Account Transfers

(1) Clearing Members may book OTC NDF Transactions to or from any of their transaction accounts in accordance with this Number 5.4.2. Any booking will take place by way of a transfer to another Standard Agreement by way of novation pursuant to Chapter I Part 1 Number 1.2.2 (5).

(2) Such bookings may also be made with respect to part of a OTC NDF Transaction.

5.4.2.1 Account Management in case of Own Transactions, DC-Related Transactions and UDC-Related Transactions

Upon request of a Clearing Member, Eurex Clearing AG may book

(a) an Own Transaction from its Clearing Member Own Account to a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client (thereby becoming a DC-Related Transaction or UDC-Related Transaction), or

(b) a DC-Related Transaction or UDC-Related Transaction from a NOSA UDC Account, DC Own Account or Indirect Client Account relating to an Indirect Client of a DC With System Access/Basic DC or Undisclosed Direct Client to its Clearing Member Own Account (thereby becoming an Own Transaction).

5.4.2.2 Account Transfer in case of a DC With System Access

(1) Upon request of a Clearing Member or a DC With System Access and subject to the consent of the Clearing Member, Eurex Clearing AG may book an account position relating to a OTC NDF Transaction that is a DC-Related Transaction from a Transaction Account relating to the relevant DC With System Access to a Transaction Account relating to another DC With System Access/Basic DC of the same Clearing Member.

(2) To the extent the request is not entered into Eurex Clearing AG's system by the relevant DC With System Access, the Clearing Member will be responsible for obtaining the relevant instruction from such DC With System Access separately.

5.4.3 Trade Amendment

A Clearing Member or a DC With System Access may, by means of an entry in Eurex Clearing AG's system, split OTC NDF Transactions and assign new customer references to the new Transactions resulting from the trade split provided that such new Transactions are booked in the same account as the Transaction that existed before the trade split was made. As a result, new OTC NDF Transactions will be created the aggregate nominal amount of which is equal to the nominal amount of the OTC NDF Transaction that was split.

5.5 Early Termination

(1) A OTC NDF Transaction that is an OTC NDF Transaction may be early terminated in accordance with Paragraphs (2) to (6) and Numbers 5.5.1 to 5.5.2 below, as applicable.

(2) A Clearing Member may, with the consent of Eurex Clearing AG, terminate a OTC NDF Transaction or, in case of a Clearing Member, convert a DC-Related Transaction into an Own Transaction of the Clearing Member in accordance with this Number 5.5.

(3) Any early termination pursuant to this Number 5.5 shall take effect when a respective OTC Trade Daily Summary Report is made available to the relevant Clearing Members via Eurex Clearing AG's system.

(4) Without prejudice to the early termination provisions set out in this Number 5.5 and any termination rights a Clearing Member may have pursuant to Chapter I, Clearing Members have no right to exercise any early termination option under any OTC NDF Transaction and no mandatory early termination shall apply to a OTC NDF Transaction. This paragraph shall not restrict the parties to agree on a bilateral basis that one party shall have a right to demand from the other party its consent to a termination of OTC NDF Transactions.

(5) To the extent the OTC NDF Transactions that are subject to an early termination pursuant to this Number 5.5 are DC-Related Transactions or UDC-Related Transactions, it is the responsibility of the relevant parties to agree on a bilateral basis that, as a result of such early termination, any CM-Customer Transaction shall be early terminated.

(6) For the avoidance of doubt, Eurex Clearing AG is not obliged to verify whether the termination instructions were given by the relevant Direct Client to the Clearing Member.

5.5.1 Conversion of DC-Related Transactions into Own Transactions

(1) A Clearing Member may convert a DC-Related Transaction into an Own Transaction of the Clearing Member. Such conversion may also be effected with respect to part of a DC-Related Transaction. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(2) A OTC NDF Transaction converted into an Own Transaction pursuant to Paragraph (1) will be credited to the Clearing Member Own Account. Chapter I Part 1 Number 11.3 shall apply *mutatis mutandis*.

(3) The provisions relating to the termination or close-out as a result of a default of the DC With System Access/Basic DC set out in Chapter I shall not be affected by the provisions of this Number 5.5.1.

5.5.2 Termination of Own Transactions, DC-Related Transactions and UDC-Related Transactions

A OTC NDF Transaction between the Clearing Member and Eurex Clearing AG may only be terminated (i) together with a OTC NDF Transaction between Eurex Clearing AG and another Clearing Member which has identical terms or (ii) against the payment of a cash settlement amount calculated by Eurex Clearing AG on the basis of the daily evaluation price (as set out in Number 5.1.6) and (iii) provided that:

(a) Eurex Clearing AG and both Clearing Members have given their consent to such termination;

(b) both Clearing Members were a party to the Original OTC Transaction; and

(c) the OTC NDF Transaction(s) created upon novation of the Original OTC Transaction were not subject to (i) any netting or accumulation pursuant to Number 5.3 or (ii) a transfer or trade amendment pursuant to Number 5.

If both Clearing Members have given their consent to the termination request in accordance with Number 5.5.2 (a), they may cancel such a request as long as the risk check performed by Eurex Clearing AG has not yet been successfully completed.

A termination pursuant to this Number 5.5.2 may also be effected with respect to part of a OTC NDF Transaction.

All amounts payable under this Number 5.5.2 will be settled via Eurex Clearing AG.

5.6 Use of Data provided by Eurex Clearing AG

The Clearing Member (who shall also procure that its DCs With System Access and Basic DCs consent accordingly) consents not to use any data provided to it by Eurex Clearing AG in connection with the determination of the daily evaluation price or the determination of the relevant OTC NDF Business Day without the prior consent of Eurex Clearing AG, save for the purposes of fulfilling its own obligations vis-à-vis its customers relating to corresponding OTC fx non-deliverable forward transactions or in order to comply with an obligation vis-à-vis a competent regulatory authority.