

Chapter IX of the Clearing Conditions of Eurex Clearing AG

## Clearing of Securities Lending Transactions

As of 01.06.2018

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 01.06.2018
	Page 1
Chapter IX Part 1	

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AMENDMENTS ARE MARKED AS FOLLOWS:  
 INSERTIONS ARE UNDERLINED,  
 DELETIONS ARE CROSSED OUT.

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[...]

**2.6.4 Failure to Deliver by the Borrower Clearing Member on the Maturity Date**

- (1) If the Borrower Clearing Member fails to actually deliver the relevant Equivalent Loaned Assets which are due to be returned to Eurex Clearing Lender in full on the Maturity Date or any Business Day thereafter with respect to a specific Securities Lending Transaction (the “**Non-Performed Transaction**”) and provided that the related Return or Recall request, if any, has not been withdrawn in accordance with Number 2.2.2 Paragraph (7) or cancelled, the redemption of such Non-Performed Transaction and the redemption of the related Securities Lending Transaction shall be postponed to the next following Business Day.

If any party to a Non-Performed Transaction or the related Securities Lending Transaction has already received any Equivalent Loaned Assets or Equivalent Principal Collateral from the respective other party on such Maturity Date or such Business Day prior to the postponement in relation to such Non-Performed Transaction or the related Securities Lending Transaction, such party shall return such assets on such Business Day.

If the Borrower Clearing Member fails to actually deliver the Equivalent Loaned Assets in the form of cash to Eurex Clearing AG in full until 9:30 (Frankfurt am Main time) on the Business Day following the Maturity Date with respect to the Non-Performed Transaction, a Termination Event pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (1) shall have occurred with respect to the Borrower Clearing Member (irrespective of the fact whether a failure to deliver the Equivalent Principal Collateral by the Lender Clearing Member pursuant to Number 2.6.5 Paragraph (1) occurs at the same time).

- (2) If a Record Date for a Cash Distribution or for a Securities Distribution pursuant to Number 2.4.1 (including a Record Date in respect of a Dividend With Options in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location, but excluding any Record Date in respect of any other Securities Distribution in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location) -or the Market Deadline in connection with a Voluntary Reorganisation pursuant to Number 2.4.2 (but excluding any Voluntary Reorganisation in relation to Loaned Securities or Equivalent Loaned Securities for which EUI acts as the settlement location) occurs with respect to a Non-Performed Transaction between Eurex Clearing Lender and the Borrower

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 01.06.2018
	Page 2
Chapter IX Part 1	

Clearing Member, the Borrower Clearing Member shall be obliged to pay a contractual penalty to Eurex Clearing AG irrespective of whether Eurex Clearing AG has suffered a loss.

If a Record Date for a Cash Distribution pursuant to Number 2.4.1 Paragraph (1) occurs accordingly with respect to a non-performed Transaction between a Lender Clearing Member and Eurex Clearing Borrower, Eurex Clearing Borrower shall be obliged to pay a contractual penalty to Lender Clearing Member, irrespective of whether Lender Clearing Member has suffered a loss.

The assertion of the contractual penalty against Eurex Clearing Borrower by the Lender Clearing Member must be in written form by using a template accessible on Eurex Clearing AG's website ([www.eurexclearing.com](http://www.eurexclearing.com)), within 30 days following the Maturity Date.

Eurex Clearing AG may waive the assertion of contractual penalties against the Borrower Clearing Member in case of certain Non-Performed Transactions. Eurex Clearing AG will inform the Clearing Members thereof by circular.

Such relevant contractual penalty shall be determined as follows:

- (a) with respect to Cash Distributions pursuant to Number 2.4.1 Paragraph (1), the contractual penalty shall be (i) in relation to the Borrower Clearing Member 35-8 per cent of the net Cash Distribution, multiplied by the number of Equivalent Loaned Securities owed by the Borrower Clearing Member to Eurex Clearing Lender on the Maturity Date, and (ii) in relation to Eurex Clearing Borrower 15 per cent of the net Cash Distribution, multiplied by the number of Equivalent Loaned Securities owed by Eurex Clearing Borrower to Clearing Member Lender on the Maturity Date. The relevant contractual penalty shall be payable in the currency of the Equivalent Loaned Securities and only be charged by Eurex Clearing AG if the calculation in the applicable currency results in a value of at least EUR 5,000, GBP 5,000, CHF 7,000 or USD 7,000. To the extent the Borrower Clearing Member has paid to Eurex Clearing Lender a contractual penalty, Eurex Clearing Lender shall not assert damages up to the amount of such penalty. To the extent Eurex Clearing Borrower has paid to the Lender Clearing Member a contractual penalty, such Lender Clearing Member shall not assert damages up to the amount of such penalty. The assertion of further damages by Eurex Clearing Lender as well as the Lender Clearing Member remains unaffected;
- (b) with respect to Securities Distributions in the form of rights pursuant to Number 2.4.1 Paragraph (2) (d), the contractual penalty of the Borrower Clearing Member shall be (i) the Rights Cash Settlement Price or (ii) if no such Rights Cash Settlement Price is available, such other amount as determined by Eurex Clearing AG in its reasonable discretion, the amount pursuant to (i) or (ii) above to be multiplied by two;

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 01.06.2018
	Page 3
Chapter IX Part 1	

- (c) with respect to Voluntary Reorganisations pursuant to Number 2.4.2 Paragraph (2), the contractual penalty of the Borrower Clearing Member shall be calculated on the basis of the offer as follows:

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