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MODIFICATIONS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

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[...]

## Chapter V

### Transactions Concluded at the Frankfurter Wertpapierbörse

[...]

#### Part 2

#### Clearing of transactions concluded at the Frankfurter Wertpapierbörse (FWB)

[...]

#### 2.2 Default

[...]

- (6) The defaulting Clearing Member shall bear the costs arising from measures within the meaning of Paragraph 1, 2 and 3. Eurex Clearing AG shall for each auction in one security category held pursuant to Paragraph 1 levy upon each defaulting Clearing Member a fee of 10 % of the value of the securities owed pursuant to Paragraph 1 Clause 1, but in any case not less than EUR 250.00 or USD 350.00 or CHF 375.00 respectively AUD 500.00 respectively CAD 400.00 respectively DKK 1,900.00 respectively GBP 225.00 respectively JPY 30,000.00 respectively NOK 2,000.00 respectively SEK 2,750.00 and at maximum EUR 5,000.00 respectively USD 7,000.00 respectively CHF 7,500.00 respectively AUD 10,000.00 respectively CAD 8,000.00 respectively DKK 37,300.00 respectively GBP 4,500.00 respectively JPY 600,000.00 respectively NOK 41,000.00 respectively SEK 55,000.00. For the conversion of the fees into the settlement currency, Number 12 Paragraph 4 of the Price List shall apply accordingly. The

assertion of damages according to Chapter I Number 7.1 Paragraph 4 Clause 1 is not excluded by the provisions of this Paragraph.

[...]

### Part 3

#### Transactions regarding foreign Securities and Rights with Settlement on the Home Market ("XIM-Transactions")

##### 3.1 General Provisions

[...]

###### 3.1.3 Prerequisites of Clearing License

- (1) Regarding the prerequisites to be fulfilled within the granting of the XIM Clearing License, Number 1.1.2 – with the exception of Paragraph 2 item b – shall apply.
- (2) In order to be granted the XIM Clearing License, the applicant shall provide evidence that the settlement of the XIM Transactions in at least one of the concerned home markets Austria, Belgium, Denmark, Finland, France, Great Britain, Ireland, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland is guaranteed.
- (3) In order to be granted the XIM Clearing License, the granting of authorizations according to Chapter I Number 2.2 Paragraph 4 item h is not necessary.

[...]

##### 3.2 Settlement of XIM Transactions

[...]

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

- (1) If the securities from a XIM Transaction with settlement in Belgium, France, ~~Netherlands~~ or Portugal to be delivered by the Clearing Member obligated to deliver are not delivered to Eurex Clearing AG at the latest on the 7th business day after the delivery day in the course of the last settlement run of the central custodian depository determined by the Management Board of FWB within the meaning of § 169 f Paragraph 1 Exchange Rules of Frankfurter Wertpapierbörse (the "non-

fulfilled XIM Transaction"), Eurex Clearing AG shall arrange for deletion of the respective delivery instructions in the respective home market and repurchase the non-delivered securities by means of an auction. In turn, the Clearing Member obligated to deliver undertakes to arrange for deletion of the respective delivery instructions in the respective home market. As soon as Eurex Clearing AG has informed the Clearing Member obligated to deliver about the intended implementation of an auction, the Clearing Member is no longer authorized to deliver the concerned securities to Eurex Clearing AG.

[...]

(5) [...]

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

[...]

(8) If the rights from a XIM Transaction with settlement in Belgium, France, ~~or~~ Netherlands or Portugal (e.g. subscription rights) or the rights resulting from securities to be delivered (e.g. partial rights and subscription rights) to be transferred by the Clearing Member obligated to deliver are not transferred in due time on the delivery day on instruction by Eurex Clearing AG, the latter shall execute measures pursuant to Number 2.2 Paragraph 2 after the last settlement run of the central custodian determined by the Management Board of FWB (§ 169 f Paragraph 1 Exchange Rules of the Frankfurter Wertpapierbörse) on the last day before expiry of the deadline existing for the rights.

[...]

(11) The costs occurred with Eurex Clearing AG by its measures according to Number 3.2.2.1 shall be borne by the defaulting Clearing Member. For each auction carried out in a security class according to Paragraph 3, Eurex Clearing AG shall charge from the defaulting Clearing Member a fee of 10 % of the value of the owed securities, at least, however, EUR 250.00 and at maximum EUR 5,000.00. The assertion of damages according to Chapter I Number 7.1 Paragraph 4 Clause 1 is not excluded hereby.

[...]

3.2.2.2 XIM Transactions with Settlement in Denmark, Finland or Sweden

- (1) If the Clearing Member obligated to deliver is in default regarding delivery of securities or the transfer of rights from a XIM Transaction with settlement in Denmark, Finland or Sweden, Number 3.2.2.1 shall apply accordingly, unless provided otherwise in the following.
- (2) In deviation to Number 3.2.2.1 Paragraph 3, the maximum price for XIM Transactions with settlement in Denmark, Finland or Sweden within this provision results from the settlement price defined by Eurex Clearing AG for the respective security class plus a surcharge of 50 %.
- (3) In deviation to Number 3.2.2.1 Paragraph 5 ~~Clause 5~~, the amount of the cash settlement to be paid by the defaulting Clearing Member within this regulation shall be determined by comparison of the settlement price for the respective security class defined by Eurex Clearing AG ~~plus a surcharge in the amount of 50 %~~ as well as the highest sale price and the highest purchase price of the concerned XIM Transactions, plus a surcharge in the amount of 50 %.

[...]

3.2.2.6 XIM Transactions with Settlement in Austria

- (1) If the Clearing Member obligated to deliver is in default regarding delivery of securities or the transfer of rights from a XIM Transaction with settlement in Austria, Number 3.2.2.1 shall apply accordingly, unless provided otherwise in the following.
- (2) In deviation to Number 3.2.2.1 Paragraph 3, the auction takes place on the 3rd business day after the delivery day.
- (3) In deviation to Number 3.2.2.1 Paragraph 5, Eurex Clearing AG may determine the cash settlement within the meaning of this provision from beginning of the 4th business day after the delivery day.

3.2.2.7 XIM Transactions with Settlement in Norway

- (1) If the Clearing Member obligated to deliver is in default regarding delivery of securities or the transfer of rights from a XIM Transaction with settlement in Norway, Number 3.2.2.1 shall apply accordingly, unless provided otherwise in the following.
- (2) In deviation to Number 3.2.2.1 Paragraph 3, the maximum price for XIM Transactions with settlement in Norway within this provision results from the settlement price defined by Eurex Clearing AG for the respective security class plus a surcharge of 50 %.
- (3) In deviation to Number 3.2.2.1 Paragraph 3, the auction takes place on the 16th business day after the delivery day.
- (4) In deviation to Number 3.2.2.1 Paragraph 5, the amount of the cash settlement to be paid by the defaulting Clearing Member within this regulation shall be determined by comparison of the settlement price for the respective security class defined by Eurex Clearing AG as well as the highest sale price and the highest purchase price of the concerned XIM Transactions plus a surcharge in the amount of 50 %.
- (5) In deviation to Number 3.2.2.1 Paragraph 5, Eurex Clearing AG may determine the cash settlement within the meaning of this provision from beginning of the 17th business day after the delivery day.