

Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 02.07.2018

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
Chapter I Part 2	Page 1

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

Chapter I General Provisions

[...]

Part 2 Elementary Clearing Model Provisions

[...]

Part 2 Subpart A: General Elementary Clearing Model Provisions

[...]

4 Margin

[...]

4.4 Margin Allocation

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
Chapter I Part 2	Page 2

4.4.1 Value Based Allocation

In case the Value Based Allocation is the Applicable Allocation Method, the following applies:

4.4.1.1 [...]

“**Allocation Algorithm**” means a pre-determined and non-discretionary algorithm (~~as published by Eurex Clearing AG on its website~~) for the continuous allocation of Eligible Margin Assets in the form of Securities and Redelivery Claims for Margin in the form of Cash (in each case, that have been actually delivered) in accordance with the Applicable Allocation Method. Eurex Clearing AG publishes a description of the framework underlying the Allocation Algorithm on its website.

[...]

6.2 Suspension or Restriction of Clearing after the occurrence of a Termination Event or an Insolvency Termination Event

[...]

6.2.2 Upon the occurrence of a ~~Termination n Insolvency Termination Event~~ with respect to a Clearing Member, the Clearing of new Own Transactions under the Proprietary Standard Agreement and new Omnibus Transactions under all Omnibus Standard Agreements of such Clearing Member shall automatically be suspended.

6.3 Consequences of a Termination

If a Termination Date has occurred with respect to a Clearing Member and an ECM Standard Agreement, the following provisions shall apply.

6.3.1 Termination of ECM Transactions and Redelivery Claims

[...]

For the avoidance of doubt, Unallocated Redelivery Claims shall not so expire. Unallocated Redelivery Claims are subject to Number 7.4 and Subpart C Number 8.4, Number 8.14 and Number 9.4. and shall, subject to Subpart C Number 8.14, become due and payable (*fällig*) on the Last Valuation Date (as defined in Number 7.3.2 (1) of the General Clearing Provisions).

Upon the occurrence of a Termination, Eurex Clearing AG may inform all other Clearing Members, other market participants and/or the public of the Termination with respect to the affected Clearing Member.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 3
Chapter I Part 2	

Part 2 Subpart C: Clearing of Omnibus Transactions

[...]

2.2 Client Transaction Accounts Groups

Eurex Clearing AG shall, upon the instructions of the Clearing Member (which shall be provided in the form requested by Eurex Clearing AG) allocate each Client Transaction Account to one of the following Client Transaction Accounts Groups:

- (1) a “**NOSA Transaction Accounts Group**” shall comprise one NOSA Direct Client Account and any Indirect Client Accounts linked to this NOSA Direct Client Account;
- (2) an “**NCM/RC Transaction Accounts Group**” shall comprise ~~an one~~ NCM/RC Own Account and any other Transaction Account linked to this NCM/RC Own Account, which may include one or more NCM/RC Own Accounts relating to the same Non-Clearing Member and/or Registered Customer and/or one or more any Indirect Client Accounts ~~that are linked to this NCM/RC Own Account~~; and
- (3) an “**SC Transaction Accounts Group**” shall comprise ~~an one~~ SC Own Account and any other Transaction Account linked to this SC Own Account, which may include one or more SC Own Accounts relating to the same Specified Client and/or one or more any Indirect Client Accounts ~~that are linked to this SC Own Account~~ (each NOSA Transaction Accounts Group, NCM/RC Transaction Accounts Group or SC Transactions Accounts Group a “**Client Transaction Accounts Group**”).

[...]

8 Porting of assets and positions in relation to an Omnibus Standard Agreement

[...]

- 8.3 Upon the occurrence of a Termination Event or an Insolvency Termination Event with respect to the Clearing Member, Eurex Clearing AG shall (a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the Termination Time, give notice to all other Clearing Members and all GOSA Direct Clients ~~of the affected Clearing Member~~ in accordance with Number 16.1 of the General Clearing Provisions (i) of the occurrence of the Termination Event and (ii) that the ECM Porting Period commences (the “**ECM Porting Notice**”). Eurex Clearing AG may inform other market participants and/or the public of the Termination with respect to the affected Clearing Member.

[...]

- 8.4 If, at or prior to the end of the ECM Porting Period, Eurex Clearing AG determines that all Porting Requirements in respect of ~~one or more an~~ Omnibus Standard Agreements are

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 4
Chapter I Part 2	

fulfilled (each such Omnibus Standard Agreement a “**Transferred Omnibus Standard Agreement**”), all rights and obligations of the affected Clearing Member with respect to:

- (i) the relevant Transferred Omnibus Standard Agreement (including all related Omnibus Transactions),
- (ii) the Allocated Redelivery Claims relating to the relevant Transferred Omnibus Standard Agreement,
- (iii) all Redelivery Claims for Variation Margin relating to the relevant Transferred Omnibus Standard Agreement,
- (iv) the Redelivery Claims (if any) relating to the proceeds of the realisation of Securities liquidated by Eurex Clearing AG in accordance with Number 8.10 to the extent such Redelivery Claims have arisen or will arise in relation to the relevant Transferred Omnibus Standard Agreement, under such Omnibus Standard Agreement (including all existing Omnibus Transactions) shall be transferred by way of assumption of contract (Vertragsübernahme), and all Allocated Redelivery Claims, all Redelivery Claims for Variation Margin relating thereto and,
- (v) if the additional requirements pursuant to Number 8.14 are met, the related Unallocated Redelivery Claims (if any), shall be assigned

shall be transferred by way of assumption of contract (Vertragsübernahme) (together a “Transfer”), to the relevant Replacement Clearing Member; and each Clearing Member (that becomes an Affected Clearing Member) hereby expressly and irrevocably consents to each such Transfer.

“**ECM Porting Period**” means

- (i) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day; and
- (ii) if any other Termination Event has occurred, the period from the publication of the ECM Porting Notice until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day.

Eurex Clearing AG may extend the ECM Porting Period with respect to one or more or all Omnibus Standard Agreements in order to facilitate a Transfer by giving notice to all the Affected Clearing Members and the all-affected GOSA Direct Client(s) of the Affected Clearing Member. All other Clearing Members as well as Non-Clearing Members and Registered Customers may be informed by Eurex Clearing AG of the extension in accordance with Number 16.1 of the General Clearing Provisions. Eurex Clearing AG may likewise inform other market participants or the public of the extension.

“**Porting Requirements**” means with respect to an Omnibus Standard Agreement, all of the following requirements:

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
Chapter I Part 2	Page 5

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 6
Chapter I Part 3 Subpart A	

Part 3 The Individual Clearing Model Provisions

[...]

Part 3 Subpart A: General Provisions for ICM-ECD and ICM-CCD

[...]

4.1.3 Internal Margin Account

An internal margin account (or in case the Sub Pool Provisions apply, a separate internal margin account in relation to each Sub Pool) for the Clearing Member in which all daily credits and debits of Eligible Margin Assets pursuant to the Individual Clearing Model Provisions will be recorded (each a “**Segregated Internal Margin Account**”). The Eligible Margin Assets recorded on a Segregated Internal Margin Account shall be deemed allocated pro rata to each of the related Client Transaction Accounts up to an amount equal to the related Margin Requirement for each such Client Transaction Account. Such deemed allocation shall have not effect on the rights and/or obligations of Eurex Clearing AG.

[...]

7 Termination, Consequences of a Termination, Post Settlement and Re-Establishment

7.1 Suspension or Restriction of Clearing, Termination, and Re-Establishment after the occurrence of a Termination Date

Upon the occurrence of a Termination Event or Insolvency Termination Event ~~and a Termination Date~~ with respect to the Clearing Member,

- (i) subject to Number 7.2., the Clearing of new Covered Transactions under the relevant Standard Agreement will be suspended (the “**Suspension**”) and
- (ii) subject to Part 1 Number 7.2.1., the existing Covered Transactions will be terminated (the “**Termination**”), and
- (iii) if a Termination occurred., either a termination payment (the “**Termination Payment**”) shall become payable or a re-establishment of transactions with a Replacement Clearing Member shall occur (the “**Re-Establishment**”)

as further set out in this Number 7 and Number 11.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 7
Chapter I Part 3 Subpart A	

7.2 Suspension or Restriction of Clearing after the occurrence of a Termination Event

7.2.1 If a Termination Event or any of the following events occurs with respect to a Clearing Member:

[...]

- (v) any other event in respect of the Clearing Member that could materially impact the ability of that Clearing Member to perform its obligations under the Clearing Conditions and the relevant Clearing Agreement, ~~then Eurex Clearing AG may~~

then Eurex Clearing AG may (taking into account the interests of such Clearing Member and its clients and provided that such action constitutes a proportionate and reasonable action) one or more times suspend or limit the Clearing of new Covered Transactions under any or all of the Standard Agreements between Eurex Clearing AG and the Clearing Member. Eurex Clearing AG shall notify the affected Clearing Member and the ICM Client of such decision to suspend or limit such Clearing. Eurex Clearing AG shall specify a reasonable period of time during which such Suspension or limitation shall apply.

[...]

7.2.2 Upon the occurrence of a Termination with respect to a Clearing Member, the Clearing of new Covered Transactions under all relevant ICM Standard Agreements of such Clearing Member shall automatically be suspended.

[...]

11 Re-Establishment of Transactions upon request by ICM-Client

[...]

11.1 If a Termination Event or an Insolvency Termination Event has occurred with respect to the Clearing Member, Eurex Clearing AG shall (a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the Termination Time, give notice to all other Clearing Members, Non-Clearing Members and Registered Customers in accordance with Number 16.1 of the General Clearing Provisions on (i) the occurrence of the Termination Event and (ii) that the ICM Porting Period commences (the “**ICM Porting Notice**”). Eurex Clearing AG may inform other market participants or the public of the Termination with respect to the affected Clearing Member.

“**ICM Porting Period**” means

- (i) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day; and

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> <u>02.07.2018</u>
	Page 8
Chapter I Part 3 Subpart A	

- (ii) if any other Termination Event has occurred, the period from the publication of the ICM Porting Notice until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day.

Eurex Clearing AG may extend the ICM Porting Period with respect to one or more or all ICM Standard Agreements in order to facilitate the re-establishment by giving notice to the affected #Clearing Members and the affected ICM-Client(s). All other Clearing Members as well as ,Non-Clearing Members and Registered Customers may be notified by Eurex Clearing AG of the extension in accordance with Number 16.1 of the General Clearing Provisions. Eurex Clearing AG may likewise inform other market participants or the public of the extension.

[...]

11.3 Interim Participation of the ICM Client

[...]

11.3.6 Re-Establishment with other Clearing Member

In addition, the ICM Client shall with respect to the clearing model selected by the ICM Client under the Clearing Conditions be obliged to enter or have been entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2, an ICM Clearing Agreement with another Clearing Member and Eurex Clearing AG by not later than five Business Days after the Termination Date or such longer period of time specified by Eurex Clearing AG in its own discretion and shall transfer all Direct Covered Transactions to such Clearing Member and shall enter into transactions corresponding to all such Direct Covered Transactions with such Clearing Member by executing a transfer agreement in form and substance satisfactory to Eurex Clearing AG (the “**Transfer Agreement**”) with Eurex Clearing AG and such Clearing Member within such time. Eurex Clearing AG may, in its free discretion, waive the requirement in whole or in part to the extent alternative arrangements have been made with the Replacement Clearing Member with respect to the relevant Direct Covered Transactions.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 9
Chapter I Part 4	

Part 4 Individual Clearing Model Provisions for Specified Clients

[...]

9 Suspension or Restriction of Clearing after the occurrence of a Termination Event or an Insolvency Termination Event

[...]

9.3 Upon the occurrence of an ~~Insolvency~~ Termination ~~Event~~ with respect to a Clearing Member the Clearing of new ICM SC Transactions under all ICM SC Standard Agreements of such Clearing Member shall automatically be suspended.

10 Porting of assets and positions in relation to an ICM SC Standard Agreement

[...]

10.3 Upon the occurrence of a Termination Event or an Insolvency Termination Event with respect to the Clearing Member, Eurex Clearing AG shall (a) if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice, (b) if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice, and (c) if an Insolvency Termination Event has occurred, without undue delay after the Termination Time, give notice to all other Clearing Members and all ICM Specified Clients ~~of the affected Clearing Member~~ in accordance with Number 16.1 of the General Clearing Provisions (i) of the occurrence of the Termination Event or the Insolvency Termination Event (as relevant) and (ii) that the ICM SC Porting Period commences (the "**ICM SC Porting Notice**"). Eurex Clearing AG may inform other market participants or the public of the Termination with respect to the affected Clearing Member.

[...]

10.4 If, at or prior to the end of the ICM SC Porting Period, Eurex Clearing AG determines that all Porting Requirements in respect of an ICM SC Standard Agreement are fulfilled, all rights and obligations of the affected Clearing Member with respect to:

(i) under such ICM SC Standard Agreement (including all existing ICM SC Transactions) and

(ii) all Redelivery Claims for Margin or Variation Margin relating to such ICM SC Standard Agreement

~~shall be transferred by way of assumption of contract (Vertragsübernahme), and all Redelivery Claims for Margin and Variation Margin relating thereto shall be assigned~~ (together a "**Transfer**"), to the relevant Replacement Clearing Member, and each

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of <u>02.07.2018</u> 02.07.2018
	Page 10
Chapter I Part 4	

Clearing Member (conditionally upon becoming an Affected Clearing Member) hereby expressly and irrevocably consents to such Transfer.

“ICM SC Porting Period” means

- (i) if an Insolvency Termination Event has occurred, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day; and
- (ii) if any other Termination Event has occurred, the period from the publication of the ICM SC Porting Notice until (and including) 13:00 hours (Frankfurt am Main time) on the immediately following Business Day.

Eurex Clearing AG may extend the ICM SC Porting Period with respect to one or more ICM SC Standard Agreements in order to facilitate a Transfer by giving notice to the affected Clearing Member. ~~a~~All other Clearing Members as well as Non-Clearing Members and Registered Customers may be informed of the extension and all ICM Specified Clients of the Affected Clearing Member in accordance with Number 16.1 of the General Clearing Provisions Eurex Clearing AG may likewise inform other market participants or the public of the extension.

“Porting Requirements” means, with respect to an ICM SC Standard Agreement, all of the following requirements:

- (i) a transferee Clearing Member (the **“Replacement Clearing Member”**) has agreed with Eurex Clearing AG in writing on the assumption of contract (*Vertragsübernahme*) pursuant to this Number 10.4 in form and substance satisfactory to Eurex Clearing AG;
- (ii) the Replacement Clearing Member has confirmed to Eurex Clearing AG that the relevant ICM Specified Client to which ICM SC Transactions under the relevant ICM SC Standard Agreement relate, has designated, and has taken all necessary steps to allow, the Replacement Clearing Member to act as its future Clearing Member in respect of its transactions that correspond to ICM SC Transactions under the relevant ICM SC Standard Agreement;
- (iii) the Replacement Clearing Member has (a) provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in Margin and Variation Margin in respect of all ICM SC Transactions that are subject to the Transfer or (b) undertaken to Eurex Clearing AG to provide the relevant amount of Eligible Margin Assets without undue delay following the Transfer.

Eurex Clearing AG may, in its free discretion, waive the requirement set out in (ii) above in whole or in part to the extent alternative arrangements have been made with the Replacement Clearing Member with respect to the relevant ICM SC Transactions.