

To:

Eurex Clearing AG
Client Service, Trading & Clearing
60485 Frankfurt am Main
Germany

by email: client-porting@eurex.com

From:

Legal Name:

Member ID:

Date:

Declarations of the ISA Direct Indemnified Clearing Member with respect to the Clearing Agent Replacement Requirements

We, _____ (Member ID: [____]) refer to the ISA Direct Standard Agreement (Pool ID: [____]) entered into between Eurex Clearing AG and us.

We hereby make the following declarations in order to fulfil the following Clearing Agent Replacement Requirements:

1. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (a) (ii) of the Clearing Conditions:

We acknowledge, with respect to all ISA Direct Transactions which form part of the Replacement, to be bound by the provisions of the ISA Direct Clearing Agreement in the form appended to the Clearing Conditions as Appendix 10, unless such ISA Direct Clearing Agreement has already been entered into between Eurex Clearing AG, the Replacement Clearing Agent and us.

We further acknowledge that we will, no later than five (5) Business Days after the end of the Replacement Period, enter into an ISA Direct Clearing Agreement with Eurex Clearing AG and the Replacement Clearing Agent in the form appended to the Clearing Conditions as Appendix 10, unless such ISA Direct Clearing Agreement has already been entered into.

2. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (a) (iv) of the Clearing Conditions:

Finally, we undertake to Eurex Clearing AG that, without undue delay following the Replacement, we will provide Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in ISA Direct Margin and ISA Direct Variation Margin with respect to all ISA Direct Transactions which form part of the Replacement.

Capitalised terms used in this document, but not defined herein, have the same meaning given to them in the Clearing Conditions.

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)