

Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 15.06.2016

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

General Provisions

Preamble

Eurex Clearing AG, having its registered office in Frankfurt am Main, acts as central counterparty for (a) (i) transactions in securities and *Wertrechte*, including German book-entry securities (*Gutschriften in Wertpapierrechnung*) and Swiss intermediated securities (*Schweizer Bucheffekten*) (hereinafter together the “**Securities**”) and (ii) futures, options and other derivative transactions, which, in each case, result from either matching orders and quotes of trading participants (the “**Matching**”) on the markets Eurex Deutschland, Eurex Zürich, Eurex Bonds, Eurex Repo, Frankfurter Wertpapierbörse and Irish Stock Exchange (hereinafter collectively referred to as “**Markets**” and each a “**Market**”, each Transaction resulting from Matching a “**Market Transaction**”), (b) novations of transactions executed over-the-counter (each transaction resulting from an over-the-counter transaction an “**OTC Transaction**”) or (c) novations of executed over-the-counter securities or cash lending transactions or securities lending transactions executed on Eurex Repo (each transaction resulting from a novation of any such **securities** (or cash) **lending transaction** a “**Securities Lending Transaction**”, and each Market Transaction, OTC Transaction and Securities Lending Transaction, a “**Transaction**”).

Hereinafter (i) the conclusion by Eurex Clearing AG as central counterparty of Transactions of one or more Transaction Types (as defined in Number 1.1.2), (ii) the processing by Eurex Clearing AG of such Transactions in preparation for the fulfilment of all obligations resulting therefrom, and (iii) the related services rendered by Eurex Clearing AG, in each case as set out in Chapters I–IX (the “**Clearing Conditions**”), shall together be referred to as “**Clearing**”.

This Chapter I forms an integral part of the Clearing Conditions and respective references in any other rules or documents to the Clearing Conditions also apply to this Chapter I

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[...]

Part 1 General Clearing Provisions

[...]

6.2 Realisation of the Clearing Fund

[....]

6.2.1 In case of a Realisation Event, the (Further) Contributions of Clearing Members to the Clearing Fund will be realised (with respect to Interim Participants as modified by the specific provisions set out in Subpart A Number 15 of the Individual Clearing Model Provisions) in accordance with the following order of priority with respect to each “**Relevant Liquidation Group**”, i.e. each Liquidation Group (as defined in Number 7.5.1) ~~within the scope of the Clearing Fund~~ to which Terminated Transactions (as defined in Number 7.5) belong (whereby each Paragraph (1) to (10) of such order of priority shall ~~within the scope of the Clearing Fund~~, be applied to all Relevant Liquidation Groups simultaneously before, in each case, the respective next Paragraph is applied and whereby all Terminated Transactions ~~within the scope of the Clearing Fund~~ which do not form part of any Liquidation Group shall collectively be treated as one “**Relevant Liquidation Group**” within the scope of the Clearing Fund for the purposes of this Number 6):

- (1) first, the applicable Liquidation Group Ratio of the Contribution of the Affected Clearing Member;
- (2) second, the applicable Liquidation Group Ratio of any remainder of the Contribution of the Affected Clearing Member ;
- (3) third, the applicable Liquidation Group Ratio of the Dedicated Amount;
- (4) fourth, the applicable Liquidation Group Ratio of any remainder of the Dedicated Amount;
- (5) fifth, the applicable Liquidation Group Ratio of the Contributions of all Non-Affected Clearing Members that are Non-Bidding Participants pursuant to Number 7.5.3 Paragraph (5) with respect to the relevant DM Auction(s) (as defined in Number 7.5.3 Paragraph (1));
- (6) sixth, the applicable Liquidation Group Ratio of any remainder of the Contributions of all Non-Affected Clearing Members that are Non-Bidding Participants pursuant to Number 7.5.3 Paragraph (5) (with respect to the relevant DM Auction(s) (as defined in Number 7.5.3 Paragraph (1)));

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- (7) seventh, the applicable Liquidation Group Ratio of the Contributions of all other Non-Affected Clearing Members;
- (8) eighth, the applicable Liquidation Group Ratio of any remainder of the Contributions to the of all other Non-Affected Clearing Members;
- (9) ninth, the applicable Liquidation Group Ratio of the Further Contributions of all Non-Affected Clearing Members that are Non-Bidding Participants pursuant to Number 7.5.3 Paragraph (5) with respect to the relevant DM Auction(s) (as defined in Number 7.5.3 Paragraph (1)); and

(10) tenth, the applicable Liquidation Group Ratio of the Further Contributions of all other Non-Affected Clearing Members including the applicable Liquidation Group Ratio of the Further Dedicated Amount; Eurex Clearing AG shall realise the applicable Liquidation Group Ratio of the Further Contributions of all other Non-Affected Clearing Members and the applicable Liquidation Group Ratio of the Further Dedicated Amount on a pro rata basis; the sum of all Further Dedicated Amounts with respect to all Liquidation Groups shall not exceed the amount of EUR 300,000,000.

With respect to each Relevant Liquidation Group, the term “**Liquidation Group Ratio**” means the fraction of the amount which may be realised, in each case, under Paragraph (1) – (10) which is to be determined as follows:

- (i) with respect to Paragraph (1), the ratio of (A) the part of the Contribution Requirement of the relevant Affected Clearing Member applicable to such Relevant Liquidation Group and (B) its aggregate Contribution Requirement,
- (ii) with respect to Paragraphs (2) ~~(a) and (2) (b)~~, the ratio of (A) the part of the Contribution Requirement of the relevant Affected Clearing Member applicable to such Relevant Liquidation Group and (B) its aggregate Contribution Requirement (in each case, not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to Paragraph (1), ~~and in the case of Paragraph (2) (b), also Paragraph (2) (a)~~),
- (iii) with respect to Paragraph (3), the ratio of (A) the part of the ~~Clearing Fund Related~~ Total Margin Requirement determined for such Relevant Liquidation Group and (B) the aggregate ~~Clearing Fund Related~~ Total Margin Requirement,
- (iv) with respect to Paragraph (4), the ratio of (A) the part of the ~~Clearing Fund Related~~ Total Margin Requirement determined for such Relevant Liquidation Group and (B) the aggregate ~~Clearing Fund Related~~ Total Margin Requirement (not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to the respective preceding Paragraphs),
- (v) with respect to Paragraphs (5) and (7), the ratio of (A) the part of the Contribution Requirement of the relevant Clearing Members applicable to such Relevant Liquidation Group and (B) their aggregate Contribution Requirements,

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(vi) with respect to Paragraphs (6) and (8), the ratio of (A) the part of the Contribution Requirement of the relevant Clearing Members applicable to such Relevant Liquidation Group and (B) their aggregate Contribution Requirement (in each case, not taking into account Relevant Liquidation Groups in respect of which the relevant claims have already been discharged pursuant to the respective preceding Paragraphs), ~~and~~

~~(vii) with respect to Paragraphs (9) and (10), the ratio of (A) the part of the requirement for Further Contributions of the relevant Non-Affected Clearing Members that are Non-Bidding Participants pursuant to Number 7.5.3 Paragraph (5) with respect to the relevant DM Auction(s) (as defined in Number 7.5.3 Paragraph (1)) applicable to such Relevant Liquidation Group and (B) their aggregate requirement for Further Contributions, and~~

~~(viii) with respect to Paragraphs (10), (A) the Liquidation Group Ratio of the Further Contributions of all other Non-Affected Clearing Members means the ratio of (a) the part of the contribution requirement for Further Contributions of any other Non-Affected Clearing Members applicable to such Relevant Liquidation Group and (b) the sum of the aggregate contribution requirement for Further Contributions of such Non-Affected Clearing Members, and (B) the Liquidation Group Ratio of the Further Dedicated Amount means the product of (a) the applicable Liquidation Group Ratio determined with respect to the Dedicated Amount pursuant to Paragraph (iii) above and (b) the ratio of (A) the sum of the Further Contributions of all Non-Affected Clearing Members, which have actually been delivered to Eurex Clearing AG with respect to the Relevant Liquidation Group and (B) the sum of all Further Contributions Eurex Clearing AG is entitled to require from all Non-Affected Clearing Members with respect to the Relevant Liquidation Group up to the relevant Liability Cap.~~

Where, in case of Paragraphs (5) to (10), with respect to a Relevant Liquidation Group the (Further) Contributions of several Non-Affected Clearing Members are still available and the amount needed to discharge the claims in respect of the Relevant Liquidation Group is lower than such available (Further) Contributions, with respect to each such Non-Affected Clearing Member's (with respect to Paragraphs (5) and (6) and Paragraph (9) limited to Non-Bidding-Participants) only the Non-Affected Clearing Member's Ratio shall be realised under the relevant Paragraph.

The "**Non-Affected Clearing Member's Ratio**" with respect to a Non-Affected Clearing Member shall be the ratio of (A) its available (Further) Contribution with respect to the Relevant Liquidation Group and (B) all available (Further) Contributions of all Non-Affected Clearing Members (with respect to Paragraphs (5) and (6) and Paragraph (9) limited to Non-Bidding-Participants) with respect to the Relevant Liquidation Group.

"Total Margin Requirement" means the sum of the Additional Margin requirement, the Spread Margin requirement and the Initial Margin requirement of all Clearing Members in respect to which no Termination Date has occurred ("Non-Affected Clearing Members").

[...]

6.3 Further Contributions to the Clearing Fund (*Assessments*); Replenishment of Contributions to the Clearing Fund

6.3.1

If, following a Realisation Event, Eurex Clearing AG determines that the Contributions of the Non-Affected Clearing Members may not be sufficient to cover the respective claims secured by the Clearing Fund in accordance with Number 6.2.1 above, it shall at its discretion be entitled to require from the Non-Affected Clearing Members, within a Capped Period, by making one or several demands, and the Non-Affected Clearing Members shall, subject to the Liability Cap, be obliged to make, further Contributions ("**Further Contributions**") to the Clearing Fund, in each case as soon as possible but no later than one Business Day following receipt of Eurex Clearing AG's demand.

The "**Liability Cap**" for each Non-Affected Clearing Member shall, with respect to the Clearing Fund, be two times the originally applicable Contribution Requirement to the Clearing Fund for such Non-Affected Clearing Member and shall apply for the relevant Capped Period.

A "**Capped Period**" shall, with respect to the Clearing Fund, be a period of twenty (20) Business Days which shall commence on the Termination Date and which, if one or more further Termination Date(s) occur within such twenty (20) Business Day period shall, in the case of each such further Termination Date, be extended by twenty (20) Business Days from (and including) the relevant further Termination Date, subject to a maximum duration of three (3) months. If, following the occurrence of a Termination Date, the Clearing Fund will not be realised, the Capped Period shall end upon finalisation of the default management process with respect to such Termination Date as notified by Eurex Clearing AG to the Clearing Members.

A Non-Affected Clearing-Member shall not be obliged to pay Further Contributions, if the respective Non-Affected Clearing-Member has terminated all of its Clearing Licenses and such terminations have become effective prior to the start of the respective Capped Period. If a Clearing Member which has terminated all its Clearing Agreements with Eurex Clearing AG has not settled all its Transactions within a Capped Period, such Clearing Member remains liable for any subsequent Capped Period(s) in accordance with the foregoing sentence until it is no longer a party to any Transactions with Eurex Clearing AG.

Without undue delay after the end of each Capped Period each Non-Affected Clearing Member shall be obliged to replenish the Clearing Fund up to the relevant Contribution Requirement applicable to it; this shall not apply if a Non-Affected Clearing Member has terminated all its Clearing Licenses and the relevant terminations have become effective before such replenishment obligation has become due.

6.3.2 Where Eurex Clearing AG requires Further Contributions from the Non-Affected Clearing Members, Eurex Clearing AG will allocate further own funds to the Clearing Fund (**Further Dedicated Amount**). Eurex Clearing AG will determine the Further Dedicated Amount separately for each Liquidation Group. The Further Dedicated Amount is determined by reference to the pro rata amount of Further Contributions actually delivered to Eurex Clearing AG by the Non-Affected Clearing Members as set out in Number 6.2.1 (viii). Eurex Clearing AG will allocate a Further Dedicated Amount to the Clearing Fund up to a maximum amount of EUR 300.000.000. Such maximum amount shall cover all future Realisation Events irrespective of whether they occur within one or more Capped Period.

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