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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

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Appendix 10 to the Clearing Conditions of Eurex Clearing AG:

## Clearing Agreement

with a ~~FCM Clearing Member~~OTC IRS FCM Clearing Member~~OTC IRS~~  
OTC IRS FCM Clearing Member and a ~~FCM Client~~OTC IRS FCM Client  
for the U.S. Clearing Model

As of 02.10.2017

This Clearing Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
(legal name)

acting through /  having its ( registered) office at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as ~~FCM-Clearing Member~~ OTC IRS FCM Clearing Member (the “**FCM-Clearing Member** ~~OTC IRS FCM Clearing Member~~”);

(2) \_\_\_\_\_  
(legal name)

acting through /  having its ( registered) office at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as ~~FCM-Client~~ OTC IRS FCM Client (the “**FCM-Client** ~~OTC IRS FCM Client~~”); and

(3) [...]

The ~~FCM-Clearing Member~~ OTC IRS FCM Clearing Member, the ~~FCM-Client~~ OTC IRS FCM Client and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of ~~FCM-Client~~OTC IRS FCM Client Transactions pursuant to the U.S. Clearing Model Provisions. This Agreement shall only cover the Clearing of OTC Interest Rate Derivative Transactions in accordance with Chapter VIII Part 2 of the Clearing Conditions.

2. [...]

3. Eurex Clearing AG charges fees to the ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member (acting for the account of the ~~FCM-Client~~OTC IRS FCM Client) for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended. The ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member may charge the same amount (plus any additional fees as may be agreed between the Clearing Member and the ~~FCM-Client~~OTC IRS FCM Client) to the ~~FCM-Client~~OTC IRS FCM Client.

4. Each of the ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member and the ~~FCM-Client~~OTC IRS FCM Client makes, severally but not jointly, to Eurex Clearing AG amongst others the representations and warranties set out in the following provisions of the Clearing Conditions (as relevant):

- (1) Chapter I Part 1 Number 1.7 (*Representations with respect to Clearing Agreements*); and
- (2) Chapter I Part 1 Number 1.9 (*No Clearing of FX Options Transactions for US Persons*).

The representations and warranties set out in under Chapter I Part 1 Number 1.8 (*No Clearing of OTC Interest Rate Derivatives for US Persons*) shall not be applicable.

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.

5. The ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member hereby grants the ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member Guarantee in favour of Eurex Clearing AG pursuant to Chapter I Part 5 Number 1.6.7 of the Clearing Conditions.

6. Unless otherwise agreed between the FCM-Clearing Member and Eurex Clearing AG, the FCM-Clearing Member undertakes to enter into a pledge agreement with Eurex Clearing AG in the form as may be required by Eurex Clearing AG in order to grant a pledge required pursuant to Chapter I Part 5 Number 5.7 in order to provide ~~FCM-Client~~OTC IRS FCM Client Margin pursuant to the U.S. Clearing Model Provisions.

The ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member may not participate in the Clearing of ~~FCM-Client~~OTC IRS FCM Client Transactions if the relevant pledge(s) have not been granted.

7. Each of the ~~FCM-Clearing Member~~OTC IRS FCM Clearing Member and the ~~FCM-Client~~OTC IRS FCM Client hereby grants all powers of attorney, authorisations and instructions stated to be granted by it in the Clearing Conditions and acknowledges to be

bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of FCM Client OTC IRS FCM Client Transactions, in particular pursuant to (as relevant):

- (1) Chapter I Part 5 Number 1.4 (Conclusion of FCM Client OTC IRS FCM Client Transactions);
- (2) Chapter I Part 5 Number 1.6.3 (Authorisation of the FCM Clearing Member OTC IRS FCM Clearing Member to issue, submit and receive, also on behalf of the FCM Client OTC IRS FCM Client, all statements (including, without limitation, any notice, termination notice or other declaration to and from Eurex Clearing AG) and to take and accept all other acts on behalf of the FCM Client OTC IRS FCM Client that are necessary or expedient to effect the FCM Client OTC IRS FCM Client Transactions and for the performance by or to the FCM Client OTC IRS FCM Client of obligations arising thereunder or under the Clearing Conditions);
- (3) Chapter I Part 5 Numbers 8.4.6 and 8.4.7 (Transfer of Eligible Margin Assets in the form of Securities);
- (4) Chapter I Part 5 Number 8.7.2 Paragraph (2) (Instruction of Eurex Clearing AG to pay the determined amount of the Difference Claim for the account of the FCM Client OTC IRS FCM Client to the Bankruptcy Trustee);
- (5) Chapter I Part 5 Number 10 (Authorisation of FCM Clearing Member OTC IRS FCM Clearing Member to enforce pledge over Collateral Account); and
- (6) Chapter VIII Part 1 Number 1.2.4 (Special Provisions with respect to the conclusion of CCP Transactions).

The FCM Client OTC IRS FCM Client acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any FCM Client OTC IRS FCM Client Transaction resulting from the operation of any such provision.

[...]

10. Unless otherwise provided for in the Clearing Conditions, neither the FCM Clearing Member OTC IRS FCM Clearing Member nor the FCM Client OTC IRS FCM Client shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.

[...]

**AUTHORISED SIGNATURES**  
**to the Clearing Agreement**

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(as ~~FCM Clearing Member~~ OTC IRS FCM Clearing Member) (Place / Date)

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Name:

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Name:

Function:

Function:

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(as ~~FCM Client~~ OTC IRS FCM Client)

(Place / Date)

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Name:

---

Name:

Function:

Function:

**Eurex Clearing Aktiengesellschaft**

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(Eurex Clearing AG)

(Place / Date)

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Name:

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Name:

Function:

Function:

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