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CHAPTERS I AND 2 AS WELL AS ANNEXES 1, 9 AND 10 WILL BE AMENDED.
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED.
DELETIONS ARE CROSSED OUT.

Chapter 1 General Provisions

[...]

Part 1 General Clearing Provisions

[...]

1.2.6 Mandatory Business Hours

Clearing Members, Non-Clearing Members and Registered Customers ~~shall be~~are obliged to procure that they are prepared to handle Clearing-related business, including ~~compliance with the obligation to assess~~the assessment of reports and notifications in accordance with Number 4.6, on each Business Day (in the case of Clearing Members from 7:00 hours until 23:30 hours ~~(Frankfurt am Main time).~~

[...]

Part 2 Elementary Clearing Model Provisions

[...]

2.3.2 Allocation of Accounts to an Elementary Omnibus Standard Agreement

[...]

Eurex Clearing AG reserves the right to limit the total number of Elementary Omnibus Standard Agreements available per Clearing Member generally by publication of a corresponding notice pursuant to Part 1 Number 16.1. Eurex Clearing AG shall have the right to inform the Non-Clearing Members and Registered Customers of the Clearing Member to which Elementary Omnibus Standard Agreement they are allocated.

[...]

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6.6 Delivery of Eligible Margin Assets in the form of Securities

6.6.1 [...]

- (1) The Clearing Member shall instruct Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG in a timely manner to transfer the relevant Securities to the Pledged Securities Account or Elementary Omnibus Pledged Securities Account, as applicable, and authorizes Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG to ~~then~~ inform Eurex Clearing AG of such transfer.

[...]

Part 3 Subpart A: Provisions on Transactions between Eurex Clearing AG and the Clearing Member for ICM-ECD and ICM-CCD

[...]

2.2 General principles applicable to the settlement of Covered Transactions and any Delivery and Redelivery of Segregated Margin or Segregated Variation Margin

2.2.1 [...]

In the case of a transfer of Eligible Margin Assets in the form of Securities by the Clearing Member to Eurex Clearing AG, the Clearing Member shall instruct Clearstream Banking AG ~~or SIX SIS AG~~ in a timely manner to transfer the relevant Securities to the Securities Margin Account and ~~procure authorizes that~~ Clearstream Banking AG ~~or SIX SIS AG, as applicable, then to~~ informs Eurex Clearing AG of such transfer.

[...]

Part 3 Subpart B: Tripartite-Provisions regarding the Individual Clearing Model for ICM-ECD and for ICM-CCD

[...]

5.2 Immediate Re-Establishment with Replacement Clearing Member

[...]

5.2.2 The following conditions (the “**Immediate Re-Establishment Conditions**”) must be satisfied by 13:00 hours (Frankfurt am Main time) on the Business Day following the Valuation Date (as defined in Number 7.3.3 Paragraph (1) of the General Clearing Provisions) or within a longer period of time specified by Eurex Clearing AG in the individual case at the latest to effect the re-establishment of Covered Transactions with a replacement Clearing Member (the “**Replacement Clearing Member**”) pursuant to this Subpart B Number 5.2.3 – 5.2.7 below:

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[...]

If following receipt of a Re-Establishment Election Notice by the Re-Establishment Cut-Off Time in which an Immediate Re-establishment Election was made the Immediate Re-establishment Conditions set out in Subpart B Number 5.2.2 are not satisfied by 13:00 hours (Frankfurt am Main time) on the Business Day following the Valuation Date (as defined in Number 7.3.3 Paragraph (1) of the General Clearing Provisions) or such longer period of time specified by Eurex Clearing AG in the individual case, there will be no re-establishment of the terminated Covered Transactions and Subpart A Number 7.3.2 and 7.3.3 and Subpart C Number 6.3.2 and 6.3.3, if applicable, apply.

[...]

10.3 Information received in relation to the Securities held in the Securities Margin Account

Eurex Clearing AG shall forward any and all information received, if any, in relation to Securities held in the Securities Margin Account to the relevant Clearing Member.

The Clearing Member shall forward any information in relation to Securities held in the Securities Margin Account it receives from Eurex Clearing AG or, Clearstream Banking AG ~~or SIX SIS AG~~ to the ICM Client.

[...]

Part 4 Net Omnibus Clearing Model Provisions

[...]

2.3.2 Allocation of Accounts to a Net Omnibus Standard Agreement

[...]

Eurex Clearing AG reserves the right to limit the total number of Net Omnibus Standard Agreements available per Clearing Member generally by publication of a corresponding notice pursuant to Part 1 Number 16.1. Eurex Clearing AG shall have the right to inform the Non-Clearing Members and Registered Customers of the Clearing Member to which Net Omnibus Standard Agreement they are allocated.

[...]

5 Set-off

[...]

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Any other set-off of claims between Eurex Clearing AG and the Clearing Member under a Net Omnibus Standard Agreement as well as any set-off of the Difference Claim shall be prohibited, except for a set-off by the Clearing Member with claims which are undisputed or have been determined as legally binding. The rights of Eurex Clearing AG under Number 8.6 shall remain unaffected.

[...]

6.6 Delivery of Eligible Margin Assets in the form of Securities

6.6.1 [...]

- (1) The Clearing Member shall instruct Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG in a timely manner to transfer the relevant Securities to the Net Omnibus Pledged Securities Account, as applicable, and authorizes Clearstream Banking AG, Clearstream Banking S.A. or SIX SIS AG to inform Eurex Clearing AG, ~~in a timely manner, of such each transfer, of Securities to its Net Omnibus Pledged Securities Account.~~

[...]

Chapter II Transactions Concluded at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)

[...]

Part 2 Clearing of Futures Contracts

[...]

2.1.2 Daily Settlement Price

[...]

- (5) Reference times

The scheduled reference times for the determination of the Daily Settlement Prices for the respective Contracts are set out in the table below.

Eurex Clearing AG may on a case by case basis determine that a different reference time shall apply for the determination of a Daily Settlement Price, if it so deems appropriate under prevailing circumstances, in particular in case of a closure of the spot market of the underlying of the respective contract prior to the scheduled reference time. Eurex Clearing AG will publish any reference times so determined.

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| Contract | Reference Time (CET) |
|---|---|
| Agricultural Index Futures with assigned product ID FEPP, FHOG or FPIG | 16:00 |
| Agricultural Index Futures with assigned product ID FSMP, FWHY or FBUT | 18:30 |
| All other Index Dividend Futures | 17:30 |
| All other Index-Futures | 17:30 |
| CECE® EUR-Futures | 17:10 |
| Commodity Index Futures | 17:30 |
| CONF-Futures | 17:00 |
| ETC Futures | 17:30 |
| Eurex -KOSPI-Daily Futures Contracts | 17:30 |
| Fixed Income Futures (denominated in Euro) | 17:15 |
| Futures Contracts with assigned group ID BR01, CA01, CA02, US01 or US02 | 17:45 |
| FX Futures | 17:30 (15:00 on every expiry day of a series / third Wednesday of the expiry month for the expiring contract) |
| Gold Futures | 17:30 |
| Index Dividend Futures | 17:30 |
| Money Market Futures (FEO1 AND FEU3) | 17:15 |
| FLIC | 18:00 |
| RDX® EUR Futures, RDX® USD Futures | 16:30 |
| Silver Futures | 17:30 |

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| Contract | Reference Time (CET) |
|--------------------------------------|----------------------|
| SMI® Index Dividend Futures | 17:20 |
| SMI®-Futures, SLI® Futures | 17:20 |
| SMIM® Futures | 17:20 |
| Variance futures | 17:50 |
| TA-25 Futures | 16:35 |
| Interest Rate Swap Futures Contracts | 17:15 |

[...]

Appendix 1 to the Clearing Conditions: Clearing Agreement between Eurex Clearing AG and a Clearing Member

[...]

Part 1 General Provisions

[...]

3 Provision of Margin in the Form of Securities

[...]

3.4 The Clearing Member elects:

- The provisions of number 3.1 and 3.2 regarding the granting of pledges shall not apply. The Clearing Member has entered or will enter into one or more separate pledge agreements with Eurex Clearing AG in form and substance satisfactory to Eurex Clearing AG to grant the relevant pledges (the "Pledge Agreement relating to the pledge of Eligible Margin Assets in the form of Securities and supplementing the Clearing Agreement").

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[...]

Appendix 9 Clearing Agreement for the Clearing of GC Pooling Repo Transactions with the Holder of a Specific Repo License

[...]

7 Set off between Eurex Clearing AG and Holder of a Specific Repo License

Only Eurex Clearing AG may set off its claims vis-à-vis the Holder of a Specific Repo License. ~~This~~ The right of the Holder of a Specific Repo License does not apply to a set-off with claims which are undisputed or have been determined as legally binding remains unaffected.

[...]

Appendix 10 to the Clearing Conditions: Form of Security Trust Agreement and Pledge and Assignment Agreement for the Individual Clearing Model Provisions (Clearing Members in England and Wales)

[...]

Security Trust Agreement and Pledge and Assignment Agreement

**for the Individual Clearing Model Provisions
(Clearing Members in England and Wales)**

between

Part 2 Security Trust Provisions

1 Appointment of the Security Trustee; Powers of Attorney

1.1 The Clearing Member hereby appoints

~~[THE SECURITY TRUSTEE]~~ Eurex Clearing Security Trustee GmbH

to hold and enforce certain security interests granted to it under this Part 2 as security trustee for the benefit of the Secured Parties in accordance with Part 1, 2 and 4 of this Agreement; Part 3 of this Agreement shall not apply to the Security Trustee and the Security Trustee shall not have any rights and obligations thereunder. ~~[]~~ Eurex Clearing Security Trustee GmbH hereby accepts such appointment by the Clearing Member.

[...]

AUTHORISED SIGNATURES

To the Agreement

| | |
|--------------------------|----------------|
| [] (as Clearing Member) | (Place / Date) |
| Attention: | Fax: |
| Telephone: | E-Mail: |
| Name: | Name: |
| Title: | Title: |

EUREX CLEARING SECURITY TRUSTEE GMBH

| | |
|--------------------------------------|----------------|
| [] (as Security Trustee) | (Place / Date) |
| Attention: | Fax: |
| Telephone: | E-Mail: |
| Name: | Name: |
| Title: | Title: |

[...]