

Chapter IV of the Clearing Conditions of Eurex Clearing AG

Clearing of Repo Transactions

As of 15.01.2024

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSED OUT

Part 1 General Provisions

[...]

1.2 Provision of Margin

- (1) In connection with GC Pooling Repo Transactions, the determination of the margin requirement (including the Additional Margin), with regard to the securities assigned within the scope of the Front Leg, also in case of cross-border collateral provision, will be calculated directly by CmaX or the relevant other TPCM.
- (i) During the calculation, ~~Xema~~CmaX or such other TPCM will, according to the provisions of the relevant Collateral Management Service Agreement relating to CmaX ("**CMSA**") or the rules of the relevant other TPCM, respectively, consider the respective currency in which the underlying transaction has been concluded.

[...]

[...]

1.5 Changes to Settlement or Collateral Management Infrastructure

[...]

- (3) If the Clearing Member refuses or fails to take the actions pursuant to Paragraphs (1) and (2) ~~and/or the actions pursuant to Paragraph (8)(b)~~ by the relevant Final Implementation Date (in which case the Clearing Member or ISA Direct Clearing Member will be a "**Non-Compliant Clearing Member**"), Eurex Clearing AG shall be entitled (but not obliged) to terminate, by notice to such Non-Compliant Clearing Member, one or more of the relevant outstanding GC Pooling Repo Transactions (to which such decommissioning or change of systems or services pursuant to Paragraph (1) relates) with such Non-Compliant Clearing Member, such termination notice to set a Business Day on which the termination in respect of each relevant outstanding GC Pooling Repo Transaction shall take effect.

[...]

- (6) In deviation from Chapter I Number 1.2.2 (1) (a) and (b), Eurex Clearing AG may reject the conclusion of a GC Pooling Repo Transaction with a Non-Compliant Clearing Member that would be based on an order or quote entered into the trading systems of the relevant Market after the Final Implementation Date and with any settlement date that would fall on or after the relevant date that Eurex Clearing AG notifies reasonably in advance to the Clearing Members and ISA Direct Clearing Members (and their Clearing Agents) as the date on which the relevant existing Settlement Location or TPCM is no longer available ~~(or, in respect of Paragraph (8), the GC Pooling Migration Date (as defined below))~~; in the event of such rejection, neither such GC Pooling Repo Transaction with the Non-Compliant Clearing Member nor the corresponding GC Pooling Repo Transaction with the relevant other Clearing Member or ISA Direct Clearing Member will be established.

[...]

- ~~(8) Without prejudice to the provisions of Paragraphs (2) to (7) of this Number 1.5, the following applies:~~
- ~~(a) As of a date (which will be a Monday) that will be notified reasonably in advance by Eurex Clearing AG to the Clearing Members and ISA Direct Clearing Members (and their Clearing Agents) (the “GC Pooling Migration Date”), (i) the Collateral Management System Xemac of Clearstream Banking AG (“Xemac”) will no longer be available as a Settlement Location or TPCM for purposes of this Chapter IV and (ii) the relevant Settlement Location and TPCM services for Xemac customers will be offered under the collateral management system CmaX solely by Clearstream Banking S.A. (except that certain accounts for the participation in CmaX services may be held with Clearstream Banking AG). Eurex Clearing AG will also notify the Clearing Members and ISA Direct Clearing Members (and their Clearing Agents) of the Final Implementation Date relating to the GC Pooling Migration Date.~~
- ~~(b) Accordingly, and subject to any further details and requirements that may be communicated to the relevant Clearing Members and ISA Direct Clearing Members (and their Clearing Agents) separately by Clearstream Banking S.A. and/or Clearstream Banking AG, (i) Clearing Members and ISA Direct Clearing Members connected to CmaX shall, where relevant, enter into modified collateral management arrangements or additional documentation in relation to the CmaX service with Clearstream Banking S.A., (ii) Clearing Members and ISA Direct Clearing Members previously connected to Xemac shall enter into new collateral management arrangements in relation to CmaX with Clearstream Banking S.A. (or, as relevant and if they are already connected to CmaX, into modified or additional documentation with Clearstream Banking S.A. for the purposes of participating in CmaX) and, if they continue to use any accounts with Clearstream Banking AG for purposes of their participation in CmaX, allow access of the CmaX system to such accounts, and (iii) Clearing Members and ISA Direct Clearing Members shall take all other actions that (as reasonably advised by Clearstream Banking S.A. or Eurex Clearing AG) are necessary for their participation in the CmaX services and for establishing (or maintaining) the related technical connection.~~

~~(c) With respect to any GC Pooling Repo Transactions, settlement instructions (under the Front Leg or the Term Leg of such GC Pooling Repo Transactions) can be settled through the existing settlement infrastructure until (and including) 15:45 hours, Frankfurt am Main time, on Thursday immediately prior to the GC Pooling Migration Date. On Friday immediately after such Thursday a settlement will be unavailable (settlement holiday). If any settlement of a GC Pooling Repo Transaction would fall after the above-referenced time on such Thursday or would fall on such Friday, the due date for such settlement will be postponed to the following Monday (which is the GC Pooling Migration Date).~~

~~(d) As of the GC Pooling Migration Date, references in this Chapter IV in connection with GC Pooling Repo Transactions to "Xemac" and "CmaX" shall be read as references to CmaX with Clearstream Banking S.A. acting as Settlement Location and TPCM.~~

~~(89) If and to the extent that, with respect to GC Pooling Repo Transactions of an ISA Direct Clearing Member, the Clearing Agent of such ISA Direct Clearing Member holds the relevant accounts, or is a party to the relevant arrangements, with the relevant Settlement Location or TPCM, such Clearing Agent shall be subject to the obligations set out in this Number 1.5, provided that if such Clearing Agent fails to take the actions pursuant to Paragraphs (1) and (2) and/or pursuant to Paragraph (8)(b) by the Final Implementation Date, each of its relevant ISA Direct Clearing Members, but not such Clearing Agent, will be the Non-Compliant Clearing Member.~~

Part 2 Clearing of Repo Transactions

[...]

2.2 General Provisions

[...]

(2) With respect to the procedure for delivery and payment resulting from Repo Transactions, the following provisions shall apply in addition to Chapter I Part 1 Number 1.2.5 and 1.4:

[...]

(d) **Delivery and payment with regard to GC Pooling Repo Transactions:**

[...]

(vi) Target Settlement Times

[...]

(aa) Target Settlement Times for GC Pooling Repo Transactions:

- (l) With regard to GC Pooling Repo Transactions settled in Euro (“EUR”) on a Business Day other than the trade date, the Target Settlement Time shall be 10.1540:45 hours (Frankfurt am Main time).

[...]

[...]

Part 3 Special Conditions regarding the Clearing of GC Pooling Repo Transactions with ISA Direct Light License Holders and corresponding GC Pooling Repo Transactions with Clearing Members

[...]

[...]

3.11 Change of Settlement or Collateral Management Infrastructure relating to GC Pooling Repo Transactions with an ISA Direct Light License Holder

Part 1 Number 1.5 (including, without limitation, the provisions ~~on the GC Pooling Migration Date and the actions to be taken as a consequence~~ set out in Part 1 Number 1.5 (7)) shall apply *mutatis mutandis* with respect to GC Pooling Repo Transactions to which an ISA Direct Light License Holder is a party and references in Part 1 Number 1.5 to the Clearing Member shall, for such purpose, be read as references to the relevant ISA Direct Light License Holder.
