

Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 01.01.2026

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSSED OUT

[...]

Part 1 General Clearing Provisions

[...]

2 Clearing Members

[...]

2.3 Specific Provisions and additional continuing Obligations for OTC IRS U.S. Clearing Members and OTC IRS Canadian Clearing Members

[...]

2.3.3 Additional continuing obligations for OTC IRS Canadian Clearing Members

With respect to Direct Clients, a Clearing Member that is legally organized and has its principal place of business in Canada (or any province thereof) (each a “Canadian Clearing Member”) shall, prior to entering into a client clearing documentation inform the relevant Direct Client that the level of protection under the Elementary Clearing Model Provisions and the ISA Provisions with regards to porting mechanics and a direct payment of a Difference Claim (if any) to the relevant Direct Client cannot be offered when the relevant Direct Client clears its Transactions through a Canadian Clearing Member.

The Canadian Clearing Member must offer to Direct Clients, which intend to clear their Transactions through the Canadian Clearing Member, the availability of EMIR-compliant client segregation models for individual client segregation and omnibus client segregation for Direct Clients through an affiliated Clearing Member or another Clearing Member with its registered seat in the European Union. If – notwithstanding the aforementioned alternatives offered – the relevant Direct Client chooses to clear its Transactions through the Canadian Clearing Member, the Canadian Clearing Member shall disclose to the relevant Direct Client any risks which arise from Clearing through such Canadian Clearing Member.

2.5 Specific provisions and additional continuing obligations for U.S. Clearing Members and Canadian Clearing Members with respect to Eurex Transactions

[...]

2.5.3 Additional continuing obligations for Canadian Clearing Members

With respect to Direct Clients, a Canadian Clearing Member shall, prior to entering into a client clearing documentation inform the relevant Direct Client that the level of protection under the Elementary Clearing Model Provisions and the ISA Provisions with regards to porting mechanics and a direct payment of a Difference Claim (if any) to the relevant Direct Client cannot be offered when the relevant Direct Client clears its Transactions through a Canadian Clearing Member.

The Canadian Clearing Member must offer to Direct Clients, which intend to clear their Transactions through the Canadian Clearing Member, the availability of EMIR-compliant client segregation models for individual client segregation and omnibus client segregation for Direct Clients through an affiliated Clearing Member or another Clearing Member with its registered seat in the European Union. If – notwithstanding the aforementioned alternatives offered – the relevant Direct Client chooses to clear its Transactions through the Canadian Clearing Member, the Canadian Clearing Member shall disclose to the relevant Direct Client any risks which arise from Clearing through such Canadian Clearing Member.

[...]
