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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSSED OUT

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[...]

## STATUTES FOR THE FIC BOARD ADVISORY COMMITTEE

### § 1 Scope of Application and Definitions

[...]

- (5) Terms used and not otherwise defined in these Statutes shall have the meanings ascribed to them in the Clearing Conditions or in the Partnership Program Terms 2022.
- (6) For the purpose of these Statutes,

[...]

- (e) any reference to the "**Partnership Program 2022**" shall refer to the partnership program of Eurex Group that at any given time governs the entitlement of Participants to nominate candidates for the FIC Board Advisory Committee ~~providing long term rewards to Participants for their support in successfully introducing new products and services;~~
- (f) any reference to the "**Partnership Program Terms**" shall refer to the then-current version of terms and conditions of the Partnership Program;
- (fg) any reference to a "**Participant**" shall refer to a Participant as defined in Part I Clauses 1.1.1 and 1.1.2 of the Partnership Program Terms; ~~and partnership program terms setting out the terms and conditions of the Partnership Program 2022 ("**Partnership Program Terms 2022**")~~; and
- (gh) any reference to a "**Participants Group**" shall refer to a Participants Group as defined in ~~Part I Clause 1.2.1 of the Partnership Program Terms 2022.~~

### § 2 FIC Matters

The "**FIC Matters**" with respect to the Committee shall be exclusively the following:

[...]

- all matters referred to the FIC Board Advisory Committee pursuant to the Partnership Program Terms-2022.

### § 3 Committee Members

- (1) As soon as reasonably practicable after the end of the relevant Measuring Period (as defined in Paragraph (4) below), in general within 10 Business Days, the Executive Board will invite the Participants Groups that belong to the 10 (ten) Participants Groups with the highest Overall Participation Ranking (as defined in Schedule 6 Clause 1.1 of the Partnership Program Terms 2022 and calculated in accordance with Schedule 6 of the Partnership Program Terms-2022) within the relevant Measuring Period (as defined in Paragraph (4) below) (each a **"Selected Participants Group"**) to each nominate for the relevant Committee Term (as defined in Paragraph (4) below) a representative to be appointed to the Committee (a **"Nominee"**) and a deputy for such Nominee (a **"Deputy Nominee"**). The nomination of a Nominee and its Deputy Nominee shall be made in accordance with Paragraph (3) and shall be submitted to the Executive Board within 10 (ten) Business Days of receipt of the invitation.

[...]

- (4) Each Committee Member shall be appointed to serve for one of the following two year terms (each a "Committee Term"):
  - ~~(a) The first Committee Term encompasses the period from 1 June 2022 until 31 May 2024, if the Participants Group reaches the required ranking in the Overall Participation Ranking (as defined in Schedule 6 Clause 1.1 of the Partnership Program Terms 2022 and calculated in accordance with Schedule 6 of the Partnership Program Terms 2022) with respect to the period from 1 January 2018 until 31 December 2021 ("First Term Measuring Period");~~
  - ~~(b) the second two year Committee Term encompasses 1 June 2024 until 31 May 2026, if the Participants Group reaches the required ranking in the Overall Participation Ranking (as defined in Schedule 6 Clause 1.1 of the Partnership Program Terms 2022 and calculated in accordance with Schedule 6 of the Partnership Program Terms 2022) with respect to the period from 1 January 2019 until 31 December 2023 ("Second Term Measuring Period");~~
  - ~~(c) the third two year Committee Term encompasses 1 June 2026 until 31 May 2028, if the Participants Group reaches the required ranking in the Overall Participation Ranking (as defined in Schedule 6 Clause 1.1 of the Partnership Program Terms 2022 and calculated in accordance with Schedule 6 of the Partnership Program Terms 2022) with respect to the applicable period from 1 January 2021 until 31 December 2025 ("Third Term Measuring Period, where");~~

"Committee Term" means a period commencing on and including 1 June of an even-numbered calendar year and ending on and including 31 May two years later, and

**"Measuring Period"** means with respect to a Committee Term, the five-calendar-year period ending on 31 December of the year immediately prior to the commencement of that Committee Term, for example:

<b><u>Measuring Period</u></b>	<b><u>Committee Term</u></b>
<u>1 January 2019 – 31 December 2023</u>	<u>1 June 2024 – 31 May 2026</u>
<u>1 January 2021 – 31 December 2025</u>	<u>1 June 2026 – 31 May 2028</u>
<u>1 January 2023 – 31 December 2027</u>	<u>1 June 2028 – 31 May 2030</u>
<u>1 January 2025 – 31 December 2029</u>	<u>1 June 2030 – 31 May 2032</u>

(d) ~~and so forth.~~

~~(First, Second and Third Term Measuring Period together with each following measuring period the "**Measuring Periods**" and each a "**Measuring Period**").~~

[...]

#### § 4 Termination of Membership

(1) At the time all Participants belonging to the same Selected Participants Group cease to

- (a) be a Participant of the Partnership Program ~~2022~~ according to the Partnership Program Terms ~~2022~~; or
- (b) participate in the governance rights set out in Part III of the Partnership Program Terms ~~2022~~ (e.g. according to Part III Clauses 7.5 or 7.6 of the Partnership Program Terms ~~2022~~),

[...]

(4) If any of the following events occur:

[...]

- (c) any other case of early termination of participation rights according to the Partnership Program Terms ~~2022~~ other than those mentioned in Paragraph (2) above,

[...]

## § 7 Committee Quorum

- (1) The quorum for a valid Meeting ~~is shall be~~ at least half of the ~~number of~~ appointed Committee Members, but not less than three Committee Members (the “**Quorum**”).
- (2) ~~If in the event that~~ a Quorum is not so present at the start of and throughout a duly convened Meeting, ~~the Chairman shall reschedule such Meeting. At the shall be rescheduled Meeting, by the Chairman. A Quorum at such rescheduled Meeting shall consist of the Participating Committee Members constitute the Quorum, provided that the notice for the rescheduled Meeting of the Meeting has been given to all Committee Members in accordance with § 6 above (provided that such notice has included a statement to this the effect, that the Participating Committee Members at such rescheduled Meeting would constitute a Quorum).~~

## § 8 Committee Procedure; Voting

- (1) ~~The Committee may pass resolutions by a majority of the votes cast. Votes shall be cast in a Meeting or by circular procedure (including by email). Each Committee Member has one vote. In the event of a tie, the Chairman has the casting vote. Abstentions and invalid votes are not considered votes cast. In general, all decisions and recommendations made by the Committee shall be made at a Meeting by majority vote of the Participating Committee Members.~~

- (2) ~~The Committee Secretary may initiate a circular resolution on its own initiative or at the request of the Chairman. Committee Members may not object to the use of a circular resolution.~~

~~The invitation for a circular resolution must state a reasonable deadline for voting. The Committee Secretary has the discretion to count late votes if they are received before the Secretary has finalized and communicated the voting result to the Committee Members.~~

~~A circular resolution is valid if at least two Committee Members cast a valid vote. It is passed if it achieves a majority of the votes cast. The Quorum requirement in Paragraph § 8 (1) does not apply to resolutions passed by circular procedure.~~

- (3) ~~The Committee Secretary may, in justified cases, establish procedures that deviate from § 8 (1) and (2) if the Secretary deems it appropriate for the matter at hand.~~

- (1) ~~At the request of the Chairperson, resolutions of the Committee may also be passed~~
  - (a) ~~outside of physical meetings by votes submitted or cast in writing, by telephone, by video conference, by fax or by other means of electronic communication(s) (including email), including by circular procedure (*Umlaufverfahren* oder *Rundruf*), or by a combination of the aforementioned forms of communications, as well as~~

~~(b) by way of a combined voting where present members cast their vote in a physical meeting and members who are not present cast their votes in the manner specified in § 8 (2) lit. (a),~~

~~— provided that the Chairperson determines a reasonable period of time in which votes shall be cast by absent members. The Committee Members shall not be entitled to object against the manner of voting determined by the Chairperson.~~

~~(3) For the purpose of all voting procedures hereunder each Participating Committee Member shall have one single vote. In the event that any vote is tied, the Chairman shall have the casting vote.~~

[...]

## § 10 Minutes of Meetings and Voting

~~(1) The Minutes shall be taken of each Meeting and signed by the Committee Secretary and the Chairman must sign the minutes of each Meeting ("**Minutes**"). The (the "Minutes must"). The Minutes shall include the place and date of the Meeting, the Participating Committee Members, the agenda items, matters on the Agenda, the substance of the deliberations, and the votes taken. The Minutes must by the Committee. The Committee Secretary shall record in the Minutes the identity of each Participating Committee Member and how they the Participating Committee Member voted.~~

~~(2) All circular resolutions are non-attributable. The Committee Secretary will document the result of each circular resolution without recording the names of the voting members or their individual votes. This documentation must be attached with respect to any matter raised at the Minutes of the next Meeting.~~

~~(3) The Committee may appoint one or more Committee Members to prepare a, on behalf of the Committee, any proposal, response, statement or other document setting out the Committee's views on of the Committee with respect to any FIC Matter ("a "**Statement**"). The Chairman may either refer the Statement to a Meeting for approval or may, if the Chairman is satisfied that it the Statement represents the views of the majority view of Committee Members after circulating it, deliver the Statement directly. An approved or delivered delivered such Statement will to the Committee Members, deliver such Statement to the concerned entity of Eurex Group, whereupon such Statement shall be incorporated into the Minutes. will and shall be taken to set out the view of the Committee.~~

[...]

## § 14 Fiduciary Duties; Limitation of Liability

[...]

- (3) Nothing in this § 14, however, shall exclude or restrict any statutory liability for damages incurred (i) as a result of injury to life, body or health, ~~or the liability (ii)~~ pursuant to the German Product Liability Act: (Produkthaftungsgesetz), (iii) the liability pursuant to Art. 82 of Regulation (EU) 2016/679 and (iv) a liability of Eurex Group if and to the extent it or any entity thereof has assumed a guarantee (Garantie).

[...]

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