



A n n o u n c e m e n t *o f E u r e x D e u t s c h l a n d*

Twenty-Second Amendment Ordinance to the Conditions for Trading at Eurex Deutschland

On 18 November 2020, the Exchange Council of Eurex Deutschland approved the Twenty-Second Amendment Ordinance to the Conditions for Trading at Eurex Deutschland.

It shall take effect at the points in time specified in Article 2 of the Amendment Ordinance.

The Amendment Ordinance is available on the website of Eurex Deutschland (<http://www.eurexchange.com>) and has been deposited in the Eurex Deutschland folder (“Präsenzordner Regelwerke”), which can be obtained during general opening hours at the reception desk of the trading floor, Börsenplatz 4, 60313 Frankfurt/Main, Germany.

**Twenty-Second Amendment Ordinance
to the Conditions for Trading at Eurex Deutschland**

Article 1 *Amendment to the Conditions for Trading at Eurex Deutschland in the version dated 03 December 2012, last amended by the Amendment Ordinance dated 03 July 2020*

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 2: General Trading

[...]

2.2 Combined Instruments

[...]

2.2.3 Non-standardised Futures Strip Strategies

A non-standardised futures strip strategy is a combined instrument that consists of a number and selection of instruments of the same product, such number and selection having been specified by the Exchange Participant, which are all either being bought or sold and which differ with regard to the date of maturity.

The minimum and maximum number of leg instruments that may be used by athe Exchange Participant as well as additional basic parameters shall be determined by the Management Board of Eurex Deutschland.

[...]

2.2.5 Non-standardised Options Strategies

A non-standardised options strategy is a combined instrument that consists of a number and selection of instruments of the same product, such number and selection having been specified by the Exchange Participant, and their respective leg ratio, which differ with regard to their maturity, execution price and type (call/put).

The maximum number of leg instruments that may be used by athe Exchange Participant as well as additional basic parameters shall be determined by the Management Board of Eurex Deutschland.

[...]

2.4 Orders and Quotes in the Order Book

[...]

- (9) In case of an interruption of the operation of the Exchange system due to technical failure or in case of a volatility interruption, orders and quotes, which are saved in the order book of Eurex Deutschland pursuant to Paragraph 1, may be deleted by Eurex Deutschland. Eurex Deutschland shall immediately inform the Exchange Participantstrading-participants via electronic message about such deletion. When entering their orders, the Exchange Traders of the Exchange Participantstrading participants may determine via a code which orders in case of Clause 1 shall remain saved in the order book or be deleted.

[...]

2.7 Opposing Orders and Resulting Transactions “Eurex Improve”

(1) For contracts and combined instruments, **ExchangeTrading** Participants may enter opposing orders into the system of Eurex Deutschland. When entering opposing orders, the **ExchangeTrading** Participants are obliged to determine that the execution of one of the orders shall be ensured (“Execution-Ensured Order”), whereas the execution of the opposing order shall not be ensured (“Simple Order” and together with the Execution-Ensured Order the “Opposing Orders”). If the following conditions are met, Opposing Orders may be entered into the system of Eurex Deutschland:

- a) Price and volume of the Opposing Orders must be identical (“Determined Price” and “Determined Volume”). Furthermore, the **ExchangeTrading** Participant ~~that~~**who** entered the Simple Order pursuant to Sentence 1, may, in addition to the Determined Price, enter a price range as a limit determining up to which price the Simple Order shall be executed (“Maximum Permissible Price Deviation”).

[...]

(3) Immediately after Opposing Orders have been entered into the system of Eurex Deutschland, the other **ExchangeTrading** Participants shall be notified by the system of Eurex Deutschland (“Announcement”) of the entry of such Opposing Orders into the order book following the expiry of a set period of time (“Price Improvement Period”). The Announcement shall, in particular, specify the price and the volume of the Execution-Ensured Order.

[...]

Orders and quotes entered during the Price Improvement Period and which originate from **ExchangeTrading** Participants ~~that~~**who** do not participate in the procedure pursuant to Paragraph 1, are subject to Number 2.5.

(4) [...]

The execution of the Execution-Ensured Order against such side of the order book receiving the Simple Order is conducted according to the provisions in Number 2.5 and Number 3.2 Paragraph (4), unless provided otherwise hereafter:

[...]

- b) If no Maximum Permissible Price Deviation was determined, the Execution-Ensured Order with the Determined Price and the Determined Volume will be executed against the Simple Order, if no orders or quotes of other **ExchangeTrading** Participants are available. If other **ExchangeTrading** Participants’ orders or quotes are available on the side of the Simple Order with prices improving the Determined Price, the Execution-Ensured Order is executed against these orders and quotes first. In deviation to Number 2.5, Number 2.7 Paragraph (4) (e) shall apply with regards to the allocation procedure.

- c) If a Maximum Permissible Price Deviation was determined and, if following the Announcement, orders and quotes were entered by other ExchangeTrading Participants on price levels improving the Determined Price up to the Maximum Permissible Price Deviation, the Simple Order shall, pursuant to Number 2.5, participate in the execution(s) against the Execution-Ensured Order on the respective price levels (on each of the respective price levels a "Permissible Simple Order"). In deviation to Number 2.5, Number 2.7 Paragraph (4) (e) shall apply with regards to the allocation procedure.

[...]

- d) If a Maximum Permissible Price Deviation was determined and, if after the Announcement, orders and quotes were entered by other ExchangeTrading Participants on price levels improving the Determined Price on the side of the Simple Order beyond the Maximum Permissible Price Deviation, other ExchangeTrading Participants' orders or quotes shall be executed on these price levels against the Execution-Ensured Order without participation of the Simple Order pursuant to Number 2.5. In deviation to Number 2.5, Number 2.7 Paragraph (4) (e) shall apply with regards to the allocation procedure.

[...]

- (5) ExchangeTrading Participants may only enter Execution-Ensured Orders into the system of Eurex Deutschland, if they represent one or more respective client orders, and ExchangeTrading Participants are required to mark them as client-induced in the corresponding input fields of the system. ExchangeTrading Participants must not enter Opposing Orders into the system of Eurex Deutschland if the beneficial owner of the Execution-Ensured Order and the Simple Order are identical. For the purpose of this clause, beneficial owner shall mean a person who trades on own account, or on behalf of whom the ExchangeTrading Participant enters Opposing Orders into the system of Eurex Deutschland.

[...]

Part 3: Types of Orders and their Execution

3.1 Types of Orders and Quotes

- (1) The following types of orders may be entered by Exchange Participants into the EDP system of Eurex Deutschland:
- a) Market orders
 - b) Limit orders
 - c) Orders for the closing auction
 - d) Stop orders

e) Limit orders with stop limit (OCO Orders)

f) Book-or-cancel orders (BOC Orders)

[...]

(3) Quotes may be entered into the EDP system of Eurex Deutschland ~~by Eurex Participants~~ for instruments as well as for combined instruments.

[...]

[...]

Part 4: Off-Book Trading

[...]

4.4 T7 Entry Service ("TES")

[...]

(2) Confirmation of TES Offer Conditions

A confirmation of the TES Offer Conditions must be submitted within 15 minutes after the TES Offer Conditions have been entered. The confirmation of the TES Offer Conditions may only be submitted by authorised ~~Exchange Traders~~ of the Exchange Participants involved in the TES Trade. The Management Board of Eurex Deutschland may permit Exchange Participants to submit the confirmation through an automated process.

[...]

4.5 Selective Request for Quote Service ("Eurex EnLight")

Eurex EnLight is a request for quote service in the system of Eurex Deutschland based on selective requests and offers through which ~~an~~ ~~TradingExchange~~ Participant ("Requester") requests offers from one or more ~~ExchangeTrading~~ Participants ("Responders"). Such requests will lead to the conclusion of one or several Off-book Trades ("Eurex EnLight Trades") if, during the negotiations, the Requester and the Responder reach a corresponding agreement.

[...]

[...]

4.8 Cross Trades

In respect of Off-book Trades, the Exchange Trader of the Exchange Participants ~~is~~ prohibited to initiate or submit orders for trades under which the beneficial owner on both the buy and sell sides is identical. Within the meaning of this provision, beneficial owners

are persons trading for their own account or for whose account an Exchange Participant trades.

4.9 Cancellation of Off-book Trades

The Management Board of Eurex Deutschland shall cancel an Off-book Trade if the following conditions are met.

4.9.1 Cancellation by all Exchange Participants involved in the Off-book Trade

The Management Board of Eurex Deutschland will cancel an Off-book Trade if the Exchange Participants involved in the Off-book Trade assert without undue delay – however at the latest by the end of the Off-book Post Trading period for the Off-book Instrument in question – that they have erroneously or incorrectly entered the Off-book Trade into the Eurex system and request a cancellation. In the case of a multilateral Off-book Trade, the requirements pursuant to Sentence 1 shall be met by all of the Exchange Participants involved. The Management Board of Eurex Deutschland may cancel transactions ex-officio, if required in order to guarantee an orderly exchange trading or if a transaction result from an error in the EDP system of Eurex Deutschland.

4.9.2 Cancellation of Eurex EnLight Trades upon Application of one Party

Without prejudice to Number 4.9.1, the Management Board of Eurex Deutschland will cancel an Eurex EnLight Trade by means of a notification if an Exchange Participant involved in the Eurex EnLight Trade has submitted an application for cancellation of an Eurex EnLight Trade to the Management Board of Eurex Deutschland on the trading day on which the Eurex EnLight Trade has been concluded, at the latest until the end of the relevant Eurex EnLight Trade's off-book post-trading period and if the price of the Eurex EnLight Trade exceeds the Eurex EnLight Reference Price relevant at the time of conclusion of the Eurex EnLight Trade by more than the Eurex EnLight Mistrade Range pursuant to Number 4.9.2 (2).

(1) Eurex EnLight Mistrade Range

The Management Board of Eurex Deutschland shall determine the intervals respectively applicable to deviations from the Eurex EnLight Reference Price to be determined pursuant to Number 4.9.2 (2), outside of which an Eurex EnLight Trade can be cancelled ("Eurex EnLight Mistrade Ranges") and shall publish such intervals. Numbers 2.9.5 (3) and 2.9.5 (4) shall apply accordingly.

(2) Eurex EnLight Reference Price

The reference price ("Eurex EnLight Reference Price") relevant for the cancellation of an Eurex EnLight Trade shall correspond to the reference price determined pursuant to Number 2.9.6 of the futures or options contract or combined instrument underlying the Eurex EnLight Trade to be cancelled.

(3) Authorisation to Submit an Application

Only the Exchange Traders, back-office employees and user security administrators registered with Eurex Deutschland on behalf of the Exchange Participant submitting

the application, who have been granted access to the Eurex system by Eurex Deutschland, as well as board members of the Exchange Participant, who have been named as persons authorised to represent the Exchange Participant vis-à-vis Eurex Deutschland, are authorised to submit an application pursuant to Number 4.9.2.

(4) Form of submission

- a) The application pursuant to Number 4.9.2 must be submitted via telephone (+49-(0) 69-2 11-1 12 10), via fax (+49-(0) 69-2 11-1 43 45) or electronically via e-mail to mistrade@eurex.com.
- b) An application shall contain the following information:
1. Name of the applicant and of the Exchange Trader, back-office employee, user security administrator (including their respective Eurex user ID) or the person authorised to represent the applicant within the meaning of Paragraph 3 having submitted the application,
 2. Information that the trade is an Eurex EnLight Trade and time of conclusion of the trade,
 3. Price of the executed trade
 4. Name of contract, and
 5. Transaction number of the Eurex EnLight Trade.

Part 5: Position Accounts of Exchange Participants Identification of Transactions

5.1 Types of Position Accounts Proprietary and Agent Transactions

- ~~(1) Every transaction effected by Exchange Participants has to be identified as proprietary transaction or agent transaction. shall be recorded in internal Principal Position Accounts and Agent Position Accounts. Principal Position Accounts are subdivided into P-Position Accounts and M-Position Accounts. Orders and quotes have to be identified accordingly by the Exchange Trading Participant and have to be allocated to either a proprietary or agency transaction. This shall apply accordingly to entries required to conclude Off-book Trades.~~
- ~~(2) In connection with options transactions, a corresponding internal premium account shall be kept for each position account of each Exchange Participant; the premiums from all options transactions entered into on Eurex Deutschland shall be recorded in the premium account for each position account. Premium accounts shall be settled daily. Eurex Deutschland shall make available via the EDP system the balance of any premium account to the relevant Exchange Participant and the Clearing Member responsible for the clearing of such account.~~

5.2 ~~Principal Position Accounts~~ Proprietary Transactions

~~Proprietary transactions have to be divided into own account transactions and market making transactions and identified accordingly. Principal Position Accounts are subdivided into P-Position Accounts and M-Position Accounts.~~

5.2.1 Own Account Transactions ~~P-Position Accounts~~

~~Only T~~ transactions carried out by an Exchange Participant for its own account ~~shall~~ may be ~~identified as own account transactions~~ recorded exclusively in P-Position Accounts.

5.2.2 ~~M-Position Accounts~~ Market Making Transactions

Transactions resulting from quotes entered ~~into the EDP system of Eurex Deutschland~~ as well as other transactions carried out by an Exchange Participant for its own account, shall be ~~identified~~ recorded as market making transactions. in the M-Position Accounts. Transactions resulting from quotes entered may be ~~identified solely as market making transactions~~ recorded in an M-position Account only.

5.3 Agent Transactions ~~Position Accounts~~

Only transactions carried out by an Exchange Participant on behalf of a customer ~~shall~~ may be ~~recorded~~ identified as agent transactions. in the Agent Position Accounts of such Exchange Participant.

~~5.4~~ Account Management

~~(1) Positions in the Agent Position Accounts and in the P and M-Position Accounts shall be gross positions, i.e., positions may be open on both the long and the short sides.~~

~~(2) All open positions in option series shall automatically be cancelled in the position accounts of the Exchange Participants after the Post-Trading Period on the last trading day for the options contract concerned. All assigned short positions and all exercised long positions shall be cancelled in the position account of an Exchange Participant after the delivery or payment, as the case may be, in respect of such exercise or assignment, or after the cash settlement in connection with such positions, has been made.~~

~~(3) Positions in futures contracts shall be cancelled in the position accounts of the Exchange Participant after the delivery or payment, as the case may be, or the cash settlement in connection with such positions has been made.~~

~~The Management Board may set forth separate provisions for several futures contracts, such provisions ruling the temporal availability of the functionality.~~

[...]

Article 2 Effectiveness

- (1) The amendments pursuant to Article 1 Part 5 Numbers 5.1 to 5.4 shall become effective on 23 November 2020.
- (2) In addition, the remaining amendments pursuant to Article 1 shall become effective on 01 December 2020.

The foregoing Twenty-Second Amendment Ordinance to the Conditions for Trading at Eurex Deutschland is hereby executed. Pursuant to the decision of the Exchange Council of Eurex Deutschland dated 18 November 2020, the Amendment Ordinance shall become effective at the points in time specified in Article 2 of the Amendment Ordinance.

The Amendment Ordinance shall be announced by notice in the reception area of the trading floor, Börsenplatz 4, 60313 Frankfurt/Main, Germany and by electronic publication on the internet, available on the website of Eurex (<http://www.eurexchange.com>).

Frankfurt/Main, 19 November 2020

Management Board of Eurex Deutschland

Dr. Randolph Roth

Michael Peters