

Agreement on the Technical Connection to the Clearing EDP of Eurex Clearing AG for a Provider of the Multi-Member-Frontend System (Provider Connection Agreement)

between

- (1) Eurex Clearing AG
Mergenthalerallee 61
65760 Eschborn
Postal address:
60485 Frankfurt
– hereinafter referred to as “Eurex Clearing” –

and

- (2) _____
(Company Name)

(Address)

(VAT identification number)

(First name, last name of contact person)

(Phone / Fax number)

– hereinafter referred to as “Contractual Party” –

- § 1 This Provider Connection Agreement shall govern any details regarding the technical connection of the Contracting Party, which is a provider of the Multi-Member-Frontend System, to the Clearing EDP, as well as any rights and obligations of Eurex Clearing and of the Contractual Party arising from such Agreement.
- The technical connection of the Contractual Party shall enable Clearing Members (General Clearing Members or Direct Clearing Members), DC Market Participants, Indirect Client Market Participants and DCs With System Access as described in the Clearing Conditions of Eurex Clearing as well as third parties, in particular settlement institutions ("Companies"), to connect to the Clearing EDP and/or to render the insourcing of back office functions or clearing functions respectively, and/or to render the automated further processing of data for the Companies. Any further requirements for the rendering of services as specified in Clause 2 shall be defined in a separate agreement between the contracting parties.
- § 2 Part of this Provider Connection Agreement are the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG ("**GTC to the Connection Agreement**") and the Price List to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG in their respective current versions. Both such parts of this Agreement are available for inspection and download on the website of Eurex Clearing (www.eurexclearing.com).
- § 3 Eurex Clearing shall be authorized to make amendments to this Provider Connection Agreement and/or individual parts thereof at any time under due consideration of the interests of the Contractual Party. § 15 of the GTC to the Connection Agreement shall apply accordingly.
- § 4 This Provider Connection Agreement is subject to the laws of the Federal Republic of Germany. Sole place of jurisdiction shall be Frankfurt am Main. Eurex Clearing shall be authorized to sue the Contractual Party also at its general place of jurisdiction.
- § 5 This Provider Connection Agreement shall exclusively govern the subject matter of the Agreement. Deviating verbal or ancillary agreements between the contracting parties do not exist. Ancillary agreements, modifications and amendments to this Provider Connection Agreement must be made in writing. This also applies to a waiver of the written form requirement.
- § 6 In the event that any individual terms of this Agreement are invalid or become invalid, this shall not affect the validity of the remaining terms of this Agreement. Any invalid contractual provision shall be replaced either by the statutory provision or (in the event of absence of such a rule) by such a provision as the parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply insofar as it may be determined that the contractual provisions are incomplete.
- § 7 The contracting parties agree that this Provider Connection Agreement supersedes all earlier agreements between the contracting parties in respect of the subject matter of the Agreement.

Eurex Clearing AG

Frankfurt/Main

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

[insert legal name] (as Contractual Party)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)