

Chapter IV of the Clearing Conditions of Eurex Clearing AG

Clearing of Repo Transactions ~~at~~  
~~Eurex Repo GmbH~~

~~(Eurex Repo)~~

As of 12.11.2018

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

\*\*\*\*\*

[...]

## Clearing of Repo Transactions ~~at Eurex Repo GmbH (Eurex Repo)~~

[...]

### Part 1 General Provisions

~~(1)(4)~~ If and to the extent that the Clearing of Transactions concluded through the System of Eurex Repo GmbH (Part 2 Number 2.1) has been agreed upon between Eurex Clearing AG and Eurex Repo GmbH (in the following “**Eurex Repo Transactions**”) or the Clearing of Transactions concluded through the System of another multilateral trading facility (in the following “**Original MTF Repo Transactions**”) has been agreed upon between Eurex Clearing AG and the respective multilateral trading facility or other, equivalent regulations have been reached, the provisions set forth in Chapter I shall also apply to the clearing of Eurex Repo Transactions and Original MTF Repo Transactions, to the extent that the following rules do not provide otherwise.

Any Original MTF Repo Transaction which has been novated in accordance with Part 2 Number 2.1.2 and any Eurex Repo Transaction shall hereinafter be referred as a “**Repo Transaction**”.

(2) The Clearing Conditions incorporate by reference the Terms and Conditions for Participation and Trading on Eurex Repo GmbH (*Geschäftsbedingungen für die Teilnahme und den Handel an der Eurex Repo GmbH*) with respect to the Clearing of Transactions concluded on Eurex Repo GmbH pursuant to this Chapter IV in their German version and as amended from time to time.

[...]

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## 1.1 Clearing Licenses

### 1.1.1 Granting of Clearing Licenses

A Clearing License or Basic Clearing Member Clearing License is required in order to participate in the Clearing of ~~Eurex-Repo Transactions~~ Transactions concluded through the System of Eurex Repo GmbH; Eurex Clearing AG shall grant such Clearing License or Basic Clearing Member Clearing License upon written application. For the avoidance of doubt, this Clearing License or Basic Clearing Member Clearing License does not relate to the Clearing of Securities Lending Transactions (regardless of whether these have been executed through the systems of Eurex Repo GmbH or another multilateral trading facility), which are subject to a separate Clearing License for the clearing of Securities Lending Transactions pursuant to Chapter IX.

### 1.1.2 Prerequisites for Clearing Licenses

[...]

(2) The applicant shall meet the following additional requirements:

(a) [...]

(b) in the event of participation in the clearing for GC Pooling<sup>®</sup> Repo transactions, of the participation admission and technical connection to the Collateral Management System Xemac<sup>®</sup> (~~“Xemac”~~) of Clearstream Banking AG (~~“Xemac”~~), including the possibility of participation in the international Collateral Management, i.e.

aa) [...]

[...]

(3) The applicant shall – insofar as it intends to use the Gross Delivery Management service (Chapter I Part 1 Number 1.4.2 Paragraph (2) and Number 1.3.1 Paragraph (1) (b) – (e)) also optionally offered by Eurex Clearing AG vis-à-vis Clearing Members, Basic Clearing Members and settlement institutions (Chapter I Part 1 Number 2.1.2 Paragraph (7)) in connection with the implementation of the clearing of ~~Eurex-Repo Transactions~~ – provide evidence of a technical and functional connection to the respective interface of the technical systems used by Eurex Clearing AG pursuant to the specifications set forth by Eurex Clearing AG.

## 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~~ Front Leg, also in case of cross-border collateral provision, shall be calculated directly by Xemac. [...]

[...]

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- (3) In addition to the provisions of Paragraph 1 and 2, the provisions of Chapter I Part 1 Number 3 together with Part 2 Subpart A Number 4, Subpart B Number 5 and Subpart C Number 6 or Part 3 Subpart A Number 5, Subpart B Number 4 and Chapter I Part 6 Number 7 shall apply with regard to the basic principles of the margin requirement and – unless aforementioned paragraphs state otherwise – the obligation to provide margin. The provisions of Paragraph (1) Sentence 4 – 10 apply to Special and GC Repo accordingly. In the case securities collateral are qualified as own issues after the settlement of the ~~Front-Leg~~Front Leg, Eurex Clearing may apply an adequate haircut to cover a higher liquidation risk for Eurex Clearing AG. No automatic substitution is processed.

### 1.3 **Set-off Procedure**

For the avoidance of doubt, a set-off of claims in accordance with Chapter I Part 1 Number 1.3 shall also be possible between claims resulting out of Eurex Repo Transactions and MTF Repo Transactions.

~~Regarding GC Pooling Repo transactions, the set-off of claims and liabilities is – in addition to Chapter I Part 1 Number 1.3 – is subject to the provisions of the SB Xemac.~~

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## Part 2 Clearing of Repo Transactions ~~at Eurex Repo GmbH~~

### 2.1 ~~Eurex~~ Repo Transactions

- (1) A ~~Eurex~~ Repo Transaction is a purchase/sale of securities and their simultaneous forward re-purchase/re-sale. Thus, such transaction is a combination of a purchase agreement ("~~front-leg~~Front Leg") with simultaneous re-purchase agreement ("~~term-leg~~Term Leg") of securities of the same type and category at a certain point in time.
- (2) Eurex Clearing AG will realise the settlement or clearing of ~~Eurex~~ Repo Transactions to the extent that the underlying securities of the respective ~~Eurex~~ Repo Transaction are settled by Eurex Clearing AG and the respective Settlement Location and that the prerequisites pursuant to ~~Paragraph (3)~~this Number 2.1 are fulfilled.

#### 2.1.1 Inclusion of Eurex Repo Transactions into Clearing by Open Offer or by Novation

- (~~13~~) Eurex Clearing AG shall determine in consultation with Eurex Repo GmbH, which kind of Eurex Repo Transactions or securities underlying these Eurex Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the ~~internet pages~~website of Eurex Clearing AG (www.eurexclearing.com), as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo transactions, the notification for included securities shall be carried out in Xemac.
- (2) Eurex Repo Transactions shall be included in the Clearing by way of open offer or by way of novation in accordance with the Terms and Conditions for Participation and Trading on Eurex Repo GmbH.

#### 2.1.2 Inclusion of Original MTF Repo Transactions into Clearing by Novation

- (1) Eurex Clearing AG shall determine in consultation with the respective multilateral trading facility which kind of Original MTF Repo Transactions or securities underlying these Original MTF Repo Transactions shall be included in the Clearing. Clearing Members and Basic Clearing Members will be notified by Eurex Clearing AG via electronic publication in the internet exclusively, available on the website of Eurex Clearing AG (www.eurexclearing.com), as regards those securities transactions that are included in the Clearing. In connection with GC Pooling Repo transactions, the notification for included securities shall be carried out in Xemac.
- (2) The Clearing Member agrees that upon acceptance of an Original MTF Repo Transaction for inclusion in the Clearing by Eurex Clearing AG based on the data and information of the Original MTF Repo Transaction transmitted by the multilateral trading facility to Eurex Clearing AG, transactions will be concluded between Eurex Clearing AG in its capacity as seller or buyer, as applicable, and the respective

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Clearing Member by way of novation subject to, and in accordance with, Chapter I Part 1 Number 1.2.2 (2) and the following provisions.

- (3) Original MTF Repo Transactions have to be transmitted to Eurex Clearing AG in a standardised form by the respective multilateral trading facility accepted by Eurex Clearing AG which will provide information and notices regarding such transactions to Eurex Clearing AG.

Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the multilateral trading facility's duties and obligations vis-à-vis the Clearing Members. Eurex Clearing AG assumes no liability to the Clearing Members for any act or failure to act by the multilateral trading facility vis-à-vis the Clearing Members in connection with any information or notices received by Eurex Clearing AG or given to the Clearing Members via the multilateral trading facility, as the case may be.

- (4) Eurex Clearing AG may reject (i.e. not accept) Original MTF Repo Transactions for inclusion in the Clearing, if the following conditions have not been complied with:

- (a) Original MTF Repo Transactions are entered into the system of Eurex Clearing AG in accordance with Number 2.1.2 (1) above and comply with the requirements for Repo Transactions set out in this Chapter IV and the other formal requirements as defined by Eurex Clearing AG from time to time,
- (b) each counterparty (other than Eurex Clearing AG) to an MTF Repo Transaction resulting from the novation is a Clearing Member of Eurex Clearing AG, and
- (c) the Clearing License of the involved relevant Clearing Member is not suspended and a Termination Date has not occurred with respect to the relevant involved Clearing Member.

- (5) The MTF Repo Transactions resulting from the novation shall be established with the agreed terms set out in the respective information received by Eurex Clearing AG from the relevant Clearing Members via the multilateral trading facility (such information, as amended from time to time and accepted by Eurex Clearing AG, the "**Repo Information**"). To the extent the rules of the multilateral trading facility so provide, the relevant Clearing Members may, during the term of MTF Repo Transactions, at any time agree on an amendment of the Repo Information. The relevant MTF Repo Transactions shall be amended accordingly, provided that Eurex Clearing AG is entitled to reject such amendment.

- (6) Following the conclusion of MTF Repo Transactions by way of novation pursuant to this Number 2.1.2, Eurex Clearing AG will on the same Business Day send corresponding confirmations to the respective Clearing Members.

- (7) The Clearing Member shall check without undue delay all reports and other communications from Eurex Clearing AG received by it via the multilateral trading facility.

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The Clearing Member shall inform Eurex Clearing AG without undue delay of any errors or omissions by the multilateral trading facility that become apparent from such checks.

## 2.2 General Provisions

- (1) For the settlement of ~~Eurex~~-Repo Transactions, Chapter I Part 1 Numbers 1.2.5 and 1.4 applies, unless otherwise provided in Paragraph 2. With regard to the securities admitted to delivery of GC Pooling Repo transactions, the participating Clearing Members and Basic Clearing Members shall receive a report on the available assets respectively held in their depositories.
- (2) With respect to the procedure for delivery and payment resulting from ~~Eurex~~-Repo Transactions, the following provisions shall apply in addition to Chapter I Part 1 Numbers 1.2.5 and 1.4:
  - (a) [...]
  - [...]
  - (d) Delivery and payment with regard to GC Pooling transactions:

[...]

For the procedure regarding deliveries and payments pursuant to Paragraph (1), the following deviating provisions apply:

The transfer of ownership regarding the securities to be delivered between the Clearing Members or Basic Clearing Members and Eurex Clearing AG, and vice versa, shall be carried out, depending on the account relevant for such transfer, pursuant to German law or pursuant to the laws of the Grand Duchy of Luxembourg and pursuant to the additional contracts having been used as basis by the parties. The provision of Chapter I Part 1 Number 1.4.2 Paragraph (4) and (7) applies with the provision that the payment is settled via the account of the Clearing Member or Basic Clearing Member which is determined for settlement in the currency of the underlying transaction.

For the purpose of this Chapter IV, "Target Settlement Time" shall mean the time until which any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG for the relevant day of performance.

(aa) Target Settlement Times for GC Pooling transactions:

\_\_\_\_\_ With regard to GC Pooling transactions settled in ~~Euro~~-Euro ("EUR") on a Business Day other than the trade date, ~~any delivery or~~

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~~payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG until the Target Settlement Time shall be 10:45 hours (Frankfurt am Main time) for the relevant day of performance.~~ With regard to GC Pooling Transactions, which are settled in Euro EUR and whose trade date equals the settlement date of the Front Leg, ~~any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG no later than the Target Settlement Time shall be~~ 30 minutes after the conclusion of the GC Pooling Transaction.

With regard to GC Pooling transactions settled in U.S. Dollar ("USD") on a Business Day other than the trade date, ~~any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG until the Target Settlement Time shall be~~ 15:00 (Frankfurt am Main time) ~~on the relevant day of performance.~~ With regard to GC Pooling Transactions, which are settled in U.S. Dollar USD and whose trade date equals the settlement date of the Front Leg, ~~any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG in a way that the Target Settlement Time shall be~~

- for Transactions which are concluded until 14:30 (Frankfurt am Main time) ~~there is a fulfilment at~~ 15:00 (Frankfurt am Main time) ~~at the latest~~, and
- for Transactions which are concluded after 14:30 (Frankfurt am Main time), there is a fulfilment no later than 30 minutes after the conclusion of the GC Pooling Transaction.

~~With regard to GC Pooling transactions settled in Swiss Franc ("CHF") on a Business Day other than the trade date, the Target Settlement Time shall be 13:45 hours (Frankfurt am Main time). With regard to GC Pooling Transactions, which are settled in CHF and whose trade date equals the settlement date of the Front Leg, the Target Settlement Time shall be no later than 30 minutes after the conclusion of the GC Pooling Transaction.~~

~~With regard to GC Pooling transactions settled in currencies other than Euro EUR, or U.S. Dollar USD or CHF on a Business Day other than the trade date, the Target Settlement Time shall be any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex~~

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~~Clearing AG until 11:30 (Frankfurt am Main time) on the relevant day of performance.~~

With regard to GC Pooling Transactions, which are settled in currencies other than ~~Euro~~EUR, or ~~U.S. Dollar~~USD or CHF and whose trade date equals the settlement date of the Front Leg, ~~any delivery or payment incumbent on the Clearing Member or Basic Clearing Member must be made available for settlement in such a way that the Clearing Member or Basic Clearing Member is able to fulfil its obligations vis-à-vis Eurex Clearing AG in a way that there is a fulfilment~~the Target Settlement Time shall be no later than 30 minutes after the conclusion of the GC Pooling Transaction.

[...]

## 2.4 Performance

- (1) A delivery obligation arising out of a ~~Eurex~~ Repo Transaction can only be satisfied by the respective underlying securities which – in case of GC Pooling Repo transactions – are specifically defined by Xemac, claims from safekeeping abroad (WR-Credit) or security credits (insofar consistently described as “**securities margin**”) which are admissible for a transaction in this currency and basket.

[...]

- (3) Provided that for the fulfilment of delivery obligations of originally transferred or assigned securities margin, which have been transferred, within the context of the Term Leg of an GC Pooling Repo transaction, have been substituted during the term of the transaction, these alternatively assigned or transferred securities margin shall apply as underlying to the ~~Eurex~~ Repo Transaction for the fulfilment of delivery obligations.

[...]

## 2.5 Payment of Interests and Dividends, as well as other Corporate Actions (Compensation)

- (1) If interests or dividends are paid on the underlying security during the term of a ~~Eurex~~ Repo Transaction, e.g. during the Purchase Agreement and the Repurchase Agreement, Eurex Clearing AG shall arrange for the credit of the accrued amount of interests or dividends to the Clearing Member or Basic Clearing Member which has sold the respective securities. [...]

[...]

## 2.6 Failure to Deliver

- (1) Any failure to make a payment or delivery when due shall be governed by the following procedure:

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(a) Failure to Deliver by the delivery day of the Front Leg:

In the event that a Clearing Member or Basic Clearing Member which is obliged to deliver fails to transfer the underlying securities on the delivery day of the Front Leg (as per Number 2.2 Paragraph (2) a)) of the respective ~~Eurex~~-Repo Transaction and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled and, on request of the Clearing Member or Basic Clearing Member (or the Clearing Agent acting in the name of the Basic Clearing Member) which did not receive delivery in time, obliged to set the present Business Day, at the latest the delivery day of the Term Leg, as an advanced repurchase date of the Term Leg. As a consequence thereto, the mutual obligations arising out of the ~~Eurex~~-Repo Transaction which had originally been agreed upon, shall be offset against each other so that the parties, with the exception of the Repo interests agreed upon, do not owe each other any further payment or delivery. The payable Repo interests shall be calculated on the basis of the period of default, in each case for the period from the purchase date (inclusive) until the Business Day to which the Term Leg was advanced (exclusive).

[...]

Furthermore, Eurex Clearing AG shall be entitled to set an earlier date as repurchase date for the Term Leg of the equivalent Eurex Repo Transaction concerned between Eurex Clearing AG and the Clearing Member or Basic Clearing Member which did not receive delivery from Eurex Clearing AG in time; the legal consequence thereof will be the same as described above. In connection with the delivery of GC Pooling Repo transactions the procedure pursuant to Sentence 1 to 4 shall apply, if the Clearing Member or Basic Clearing Member obliged to deliver shall not dispose of the necessary bulk of securities, which are admissible for the delivery in the respective basket and the underlying currency, on delivery day in its collateral pool. Eurex Clearing AG shall be, if necessary, informed of this matter by ~~CBFClearstream Banking AG~~.

If, as opposed to ~~the provisions in~~ Number 2.2 Paragraph (2) (d) ~~or (e)~~, a Clearing Member or Basic Clearing Member does not comply with its obligation to perform until the time ~~there~~ mentioned ~~therein~~, it may – irrespective of the above provision – be in intraday default. [...]

[...]

**2.7 Investment limits for pending Euro GC Pooling transactions after 16:00 (~~Frankfurt am Main time~~)~~GET~~**

With regard to GC Pooling transactions concluded at ~~Eurex Repo GmbH a multilateral trading facility~~ after 16:00 (~~Frankfurt am Main time~~) ~~GET~~ on a trading day and whose delivery day of the Front Leg coincides with their trade date, the following special provisions shall apply:

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The aggregate cash amount of the affected GC Pooling transactions of a Clearing Member or Basic Clearing Member, the Front Leg of which has not yet been completely fulfilled and with regard to which the respective Clearing Member or Basic Clearing Member is the buyer of the Front Leg (“**Pending Cash Provider Transactions**”) is not to exceed EUR 1,000,000,000 (in words: One billion) (the “**Investment Limit**”). With regard to GC Pooling transactions in currencies other than ~~Euro~~EUR, such amount shall be determined by currency conversion of the cash amount into ~~Euro~~EUR.

[...]

## 2.8 Risk limitation possibilities for Clearing Agents

For the avoidance of doubt, the Clearing Agent shall subject to and in accordance with the rules of ~~Eurex Repo GmbH~~ the respective multilateral trading facility be entitled to suspend the trading of the Basic Clearing Member at ~~Eurex Repo GmbH~~ the multilateral trading facility. In this case no new Repo Transactions may be included in the Clearing.

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### Part 3    **Special Conditions regarding the Clearing of GC Pooling Repo Transactions with holders of a Specific Repo License and corresponding GC Pooling Repo Transactions with Clearing Members**

[...]

#### 3.1    **Specific Repo License**

- (1) Eurex Clearing AG offers a Specific Repo License in accordance with this Number 3.1 ("**Specific Repo License**"). Eurex Clearing AG will grant the Specific Repo License upon written application.
- (2) The Specific Repo License entitles the holder of such License to clear Own Transactions
  - (i) as the buyer within the purchase agreement and the seller within the re-purchase agreement ("**Cash Provider**") and,
  - (ii) to the extent that the Novationcriteria for a Cash Taker Transaction pursuant to Number 3.2.2 Paragraph (4) are complied with in each case, as the seller within the purchase agreement and the buyer within the re-purchase agreement ("**Cash Taker**").

[...]

[...]

- (5) The prerequisites to be fulfilled for the granting of the Specific Repo License are the following:
  - a) The applicant is a company;
  - b) [...]
  - c) if the Specific Repo License is granted that includes the Clearing of GC Pooling Repo Transactions which qualify as Eurex Repo Transactions: admission for participation in trading on Eurex Repo GmbH as a Select Enterprise in relation to GC Pooling Repo Select;
  - d) [...]
  - e) evidence of an own participation authorisation regarding the Collateral Management System Xemac® ("**Xemac**") of Clearstream Banking AG ("**Xemac**") including the possibility of participation in the international Collateral Management;

[...]

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[...]

## 3.2 Conclusion of Transactions by way of Novation

[...]

### 3.2.1 Novation

(1) Whenever the relevant holder of a Specific Repo License and the Clearing Member or, as the case may be, the relevant Non-Clearing Member (acting in its own name and in the name of the Clearing Member) transmits via Eurex Repo GmbH a multilateral trading facility a GC Pooling Repo Transaction pursuant to Number 3.2.2 Paragraph (1) to Eurex Clearing AG ("Original GC Pooling Repo Transaction") and whenever Eurex Clearing AG accepts such Original GC Pooling Repo Transaction pursuant to this Number 3.2 for inclusion in the Clearing, Eurex Clearing AG will interpose itself by way of novation as central counterparty and the Original GC Pooling Repo Transaction shall – pursuant to this Chapter IV – be cancelled and replaced by two related GC Pooling Repo Transactions

- a) between Eurex Clearing AG and the relevant holder of a Specific Repo License and
- b) between Eurex Clearing AG and the relevant Clearing Member.

[...]

### 3.2.2 Novation Principles and Criteria

(1) Original GC Pooling Repo Transactions have to be transmitted to Eurex Clearing AG in a standardised form via Eurex Repo GmbH an approved multilateral trading facility.

Eurex Clearing AG makes no representation, whether expressed or implied, as to the complete and timely performance of the duties and obligations of Eurex Repo GmbH the respective multilateral trading facility vis-à-vis the holders of a Specific Repo License, the Clearing Members or the Non-Clearing Members. Eurex Clearing AG assumes no liability to the holders of a Specific Repo License, the Clearing Members or the Non-Clearing Members for any act or failure to act by the respective multilateral trading facility Eurex Repo GmbH vis-à-vis the holders of a Specific Repo License, the Clearing Members or the Non-Clearing Members in connection with any information or notices received by Eurex Clearing AG or given to the holders of a Specific Repo License or the Clearing Members via the respective multilateral trading facility Eurex Repo GmbH, as the case may be.

- (2) Eurex Clearing AG shall validate any information regarding the Original GC Pooling Repo Transactions transmitted to it via Eurex Repo GmbH a multilateral trading facility on or after the Start Date of the respective Repo Transactions.
- (3) With regard to GC Pooling Repo Transactions in which the holder of the Specific Repo License is the Cash Provider ("Cash Provider Transaction"), the inclusion

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of an Original GC Pooling Repo Transactions in the Clearing and the establishment of Transactions pursuant Number 3.2.1 Paragraph (1) require the holder of a Specific Repo License to have previously paid into the cash account pursuant to Number 3.1 Paragraph (5) Item f) managed by Clearstream Banking AG or Clearstream Banking S.A. for the holder of the Specific Repo License the purchase price owed from the Front Leg and Clearstream Banking AG or Clearstream Banking S.A. to have confirmed to Eurex Clearing AG receipt of such payment. If receipt of payment is confirmed until a certain point in time with regard to a Business Day as specified by Eurex Clearing AG, novation shall take place on the same Business Day provided that Eurex Clearing AG does not refuse the inclusion of the Original GC Pooling Transaction in the Clearing for other reasons. If receipt of payment and its confirmation occur on such Business Day, however, after such certain point in time specified by Eurex Clearing AG, novation shall not take place on such Business Day and Clearstream Banking AG or Clearstream Banking S.A. shall, on such Business Day, return the payment received to the holder of the Specific Repo License. Novation of the Original GC Pooling Repo Transaction may be carried out in corresponding application of this Paragraph (3) on any following Business Day until and excluding the day which had been agreed on for fulfilment of the Term Leg (the **“End Date”**).

- (4) With regard to GC Pooling Repo Transactions in which the holder of the Specific Repo License is the Cash Taker (**“Cash Taker Transaction”**), the inclusion of an Original GC Pooling Repo Transaction in the Clearing and the establishment of Transactions pursuant to Number 3.2.1 Paragraph (1) is subject to satisfaction of the Novation **criteria** for a Cash Taker Transaction.

The **“Novationcriteria for a Cash Taker Transaction”** shall be satisfied upon the determination by Eurex AG that

- a) [...]

[...]

In this regard, the following shall apply:

**“Maximum Cash Taker Nominal Size”** (**“Maximaler Cash Taker Nominalwert”**) specifies the – in view of an inclusion in the Clearing – maximum permissible Nominal Size of a Cash Taker Transaction, such amount being determined by Eurex Clearing AG in each individual case as:

- a) [...]

[...]

**“Maximum Cash Taker Settlement Amount”** (**“Maximaler Cash Taker Settlement Betrag”**) specifies the – in view of an inclusion in the Clearing – maximum permissible Settlement Amount of a Cash Taker Transaction, such amount being determined by Eurex Clearing AG in each individual case as:

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a) [...]

[...]

**"Settlement Amount"**, in relation to a GC Pooling Repo Transaction, means an amount equal to the re-purchase price plus (to the extent not already comprised therein) the Repo interest with respect to relevant GC Pooling Repo Transaction.

[...]

If Eurex Clearing AG determines that the Novation criteria for a Cash Taker Transaction have not or not in due time been complied with on a Business Day until the point in time specified by Eurex Clearing AG, novation in the relevant Cash Taker Transaction shall not be carried out on such Business Day. Eurex Clearing AG will notify ~~Eurex Repo GmbH~~ the respective multilateral trading facility accordingly by electronic means on such Business Day.

[...]

(5) Eurex Clearing AG may reject the inclusion of Original GC Pooling Repo Transactions in the Clearing – even though the requirements of the Paragraphs (3) or (4) respectively have been complied with particularly if the following conditions have not been complied with:

a) the Original GC Pooling Repo Transaction is entered into the system of Eurex Clearing AG pursuant Number 3.2.2 Paragraph (1) via ~~Eurex Repo GmbH~~ multilateral trading facility and complies with the requirements of the ~~Terms and Conditions for Participation and Trading on Eurex Repo GmbH contractual framework of the respective multilateral trading facility (including, in particular, if the transaction is entered via Eurex Repo GmbH, the Terms and Conditions for Participation and Trading on Eurex Repo GmbH)~~;

[...]

(6) Original GC Pooling Repo Transactions shall be novated with the content relevant in accordance with the contractual framework of the respective multilateral trading facility ~~Terms and Conditions for Participation and Trading on Eurex Repo GmbH~~ and on the basis of the information which Eurex Clearing AG has received via ~~Eurex Repo GmbH~~ the respective multilateral trading facility from the relevant holder of a Specific Repo License and the Clearing Member or the relevant Non-Clearing Member (acting in its own name and in the name of the Clearing Member), if any.

[...]

#### 3.5.4 Occurrence of an Insolvency Event with regard to a holder of a Specific Repo License

[...]

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- (2) Any damages claimed by Eurex Clearing AG or the affected holder of a Specific Repo License in relation to individual GC Pooling Repo Transactions shall become unconditional and immediately due in ~~Euro~~EUR from one party to the respective Transaction's other party as of the end of the Valuation Date (as defined in Paragraph (3) Item a) and shall each be determined pursuant to Paragraph (3) with regard to their amount in relation to the affected GC Pooling Repo Transactions.

[...]

- (5) The debtor of the damages claims pursuant to Paragraph (2) must pay the amount determined to the other party as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to Paragraph (4). The debtor of the damages claim shall not be obliged to pay any interest on the amount of the damages claim unless it is in default (Verzug) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate for ~~Euro~~EUR.

### 3.5.5 Information Undertakings of the holder of a Specific Repo License

[...]

- (3) The holder of a Specific Repo License shall check without undue delay all reports and other communications from Eurex Clearing AG received via ~~Eurex Repo GmbH~~the respective multilateral trading facility (if any). The holder of a Specific Repo License shall inform Eurex Clearing AG without undue delay of any errors or omissions that become apparent from such checks.

[...]

### 3.7 Limitation and Suspension of Clearing

Eurex Clearing AG may – if a reason to terminate by notice pursuant to Number 3.5.1, a Termination Event pursuant to Number 3.5.2 or an insolvency event according to Number 3.5.4 occurs – suspend or restrict the Clearing of GC Pooling Repo Transactions with the affected holder of a Specific Repo License; in particular, Eurex Clearing AG may one or more times suspend or restrict the novation of new GC Pooling Repo Transactions pursuant to Number 3.2 under the Clearing-Agreement between Eurex Clearing AG and such holder of a Specific Repo License. Eurex Clearing AG shall notify ~~Eurex Repo GmbH~~the respective multilateral trading facility and the holder of a Specific Repo License of the decision to suspend or restrict the Clearing. Eurex Clearing AG shall specify, in the notification, a reasonable period of time during which such suspension or restriction shall apply.

[...]

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