

Chapter I of the Clearing Conditions of Eurex Clearing AG

## General Provisions

As of 02.03.2020

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

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[...]

## Part 1 General Clearing Provisions

[...]

### 14 Liabilities, Emergency Actions, Contractual Penalties (*Vertragsstrafen*), Delegation

#### 14.1 Liability, Emergency Actions

[...]

14.1.2 Eurex Clearing AG shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), unless Eurex Clearing AG violates any of its essential obligations (*wesentliche Vertragspflichten*) under the Clearing Agreement (incorporating the Clearing Conditions). An essential obligation is an obligation, the performance of which is both necessary for the execution of the contract and which the ~~necessary for the execution of the contract and as well a performance of which the~~ Clearing Member or Basic Clearing Member, respectively, ~~trusts in and may trust in~~ can, and does, rely upon. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted only to damages typically foreseeable at the time of granting the Clearing License. The provisions under the previous sentences above shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

[...]

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