

Chapter IV of the Clearing Conditions of Eurex Clearing AG

Clearing of Repo Transactions

As of 27.09.2021

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 1 General Provisions

[...]

1.1 Clearing Licenses

[...]

1.1.2 Prerequisites for Clearing Licenses

[...]

- (3) The applicant shall – insofar as it intends to use the Gross Delivery Management service (Chapter I Part 1 Number 1.4.2 Paragraph ~~(29)~~ 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 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.

[...]

Part 2 Clearing of Repo Transactions

2.1 Repo Transactions

[...]

[...]

2.1.2 Inclusion of Original MTF Repo Transactions into Clearing by Novation

[...]

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

(3) [...]

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 or Basic Clearing Members. Eurex Clearing AG assumes no liability to the Clearing Members or Basic Clearing Members for any act or failure to act by the multilateral trading facility vis-à-vis the Clearing Members or Basic Clearing Members in connection with any information or notices received by Eurex Clearing AG or given to the Clearing Members or Basic 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:

[...]

(b) each counterparty (other than Eurex Clearing AG) to an MTF Repo Transaction resulting from the novation is a Clearing Member or and Basic Clearing Member of Eurex Clearing AG, and

(c) the Clearing License of the involved relevant Clearing Member or Basic Clearing Member is not suspended and a Termination Date has not occurred with respect to the relevant involved Clearing Member or Basic Clearing Members.

(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 or Basic 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 or Basic 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 or Basic Clearing Members.

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

The Clearing Member or Basic 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

[...]

- (2) With respect to the procedure for delivery and payment resulting from Repo Transactions, the following provisions shall apply in addition to Chapter I Part 1 Number 1.2.5 and 1.4:

[...]

- (d) Delivery and payment with regard to GC Pooling Repo Transactions:

In case of GC Pooling Repo Transactions, the delivery instructions regarding existing delivery- and payment obligations shall be given by Eurex Clearing AG on basis of the securities to be delivered; such securities shall be selected by Xemac of pursuant to the SB Xemac and additional contracts for the international Collateral Management in their current version. An obligation to grant authorisation within the meaning of Chapter I Part 1 Number 1.4.2 Paragraph (26) also exists with regard to the execution of an exchange (“**substitution**”) of securities assigned in connection with a GC Pooling Repo Transaction.

[...]

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 (79) 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.

[...]

[...]
