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CHAPTERS I AND IX ARE BEING ADJUSTED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED.

DELETIONS ARE CROSSED OUT.

Chapter I General Provisions

[...]

Part 1 General Clearing Provisions

[...]

12.6 Non-Fulfilment of Other Conditions

[...]

12.6.4 Eurex Clearing AG may request the Clearing Members ~~are obliged~~ to submit written documentation ~~of each single case to the Management Boards of the Markets and Eurex Clearing AG on the Business Day on which they have declared vis-à-vis the Markets and Eurex Clearing AG by way of in relation to~~ a Stop Button entry ~~into the System~~ pursuant to Number 12.6.1 ~~that they are no longer willing to execute the clearing of Transactions and over the counter transactions concluded off-exchange of one of their Non-Clearing Members. This~~The documentation shall contain details on the facts, in particular the amount of the agreed limit(s) respectively positions, the orders/quotes, type of agreed other duties (e.g. compliance with economic stability criteria) and conditions, the time of submission of a declaration pursuant to Number 12.6.1 and the time of revocation of a declaration pursuant to Number 12.6.1.

[...]

Chapter IX Clearing of Securities Lending Transactions

[...]

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Part 1 General Provisions

[...]

1.1.3 Specific Lender License

[...]

(5) The prerequisites to be fulfilled for the granting of the Specific Lender License are the following:

- (a) the applicant is (i) licensed as a credit institution, financial institution, insurance undertaking, reinsurance undertaking, investment firm or as an undertaking for collective investments in transferable securities (“UCITS”) or management company thereof and supervised in accordance with legislation of the European Union relating to the prudential supervision of regulated entities, or (ii) subject to equivalent supervision in its jurisdiction of incorporation as determined by Eurex Clearing AG, provided that the competent supervisory authority is a signatory to Appendix A of the IOSCO Multilateral Memorandum of Understanding or has signed a bilateral memorandum of understanding with the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – “BaFin”); or (iii) a ~~member country of the EU, Switzerland or another non-EU country, the central government, a regional government or a ministry of such country or a legally depended special funds or a central fund thereof or a legally independent institution or company which is commissioned with or responsible for the management of assets or liabilities of such country~~governmental entity or supranational organisation pursuant to Chapter I Part 1 Number 2.1.3 Paragraph (1), provided that admittance will only be granted by Eurex Clearing AG upon request and upon the sole risk assessment of Eurex Clearing AG;

[...]

(6) The following provisions of Chapter I and this Chapter IX are not applicable to holders of a Specific Lender License:

[...]

- (b) the ~~Termination~~ provisions ~~and on the~~ consequences of a Termination pursuant to Chapter I Part 1 Number 7.3 and 7.5 and Chapter I Part 2 Number 8, as well as a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9;

[...]

Part 2 Terms and Conditions of Securities Lending Transactions

[...]

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2.2.2 Return of Equivalent Loaned Securities

[...]

- (8) The “**Maturity Date**” of the relevant Securities Lending Transaction (i), in the case of an Open Term Loan, is the earlier of (a) the date specified in a Return or Recall request (if any, and which has not been withdrawn or cancelled) by the Lender or Borrower whichever date first becomes effective (or, if a Return or Recall request specify the same date, such date), or (b) the date fixed as final maturity of the Securities Lending Transaction in the Loan Information or (ii), in the case of a Fixed Term Loan, the date specified in the Loan Information, subject to an amendment of such date in accordance with Number 1.2.2 Paragraph (3), if any, and subject to an adjustment of such date due to a Termination in accordance with Number 2.7.1.

[...]

[...]

2.7.1 Limitation or Suspension of Clearing

- (1) Notwithstanding Chapter I Part 2 Number 1, if Eurex Clearing AG becomes aware of If a Termination Event has occurred and is continuing with respect to a Clearing Member, Eurex Clearing AG may suspend or restrict the Clearing of Securities Lending Transactions with such Clearing Member, in particular Eurex Clearing AG (i) may one or more times suspend or restrict novations of new Securities Lending Transactions pursuant to Part 1 Number 1.2.1 under the relevant Standard Agreement between Eurex Clearing AG and such Clearing Member and Re-Rates pursuant to Number 2.5 Paragraph (5), (ii) shall be entitled to cancel all novated Securities Lending Transactions prior to the Value Date (taking into account any postponement pursuant to Number 2.6.1 or 2.6.2), and (iii) may suspend the obligation to deliver Principal Collateral or return Equivalent Principal Collateral to such Clearing Member pursuant to Number 2.3.2. Eurex Clearing AG will notify the Third-Party-Flow Provider and the Clearing Member 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.
- (2) Upon the occurrence of a Termination Event (other than an Insolvency Termination Event) and a Termination Date with respect to a holder of a Specific Lender Licence or a Lender Clearing Member for which Number 2.1.5 Paragraph (2) applies, Eurex Clearing AG shall be entitled to terminate the Securities Lending Transactions with such defaulted Clearing Member prior to their Maturity Date.
- (3) Upon the occurrence of an Insolvency Termination Event and a Termination Date with regard to the holder of a Specific Lender License or a Lender Clearing Member for which Number 2.1.5 Paragraph (2) applies, an automatic termination of all Securities Lending Transactions with such defaulted Clearing Member shall occur with immediate effect.
- (4) If a Securities Lending Transaction is terminated pursuant to Paragraph (2) or subject to an automatic termination pursuant to Paragraph (3), the Maturity Date

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shall be put forward to the Termination Date and the obligations arising from such Securities Lending Transaction between Eurex Clearing AG and the defaulted Clearing Member shall become immediately due on such date.

2.7.2 Cash Settlement and Marking to Market upon Termination

[...]

- (1) ~~Notwithstanding Chapter I Part 1 Number 7.5, u~~Upon the occurrence of a Termination with regard to a Lender Clearing Member, Eurex Clearing AG may upon giving a Recall request pursuant to 2.2.2 Paragraph (3) to the relevant Borrower Clearing Member with respect to related Securities Lending Transactions, which are secured by Principal Collateral in form of Non-Cash Principal Collateral,

[...]

- (2) ~~Notwithstanding Chapter I Part 1 Number 7.5, u~~Upon the occurrence of a Termination with regard to a Borrower Clearing Member, Eurex Clearing AG shall upon giving a Return request pursuant to 2.2.2 Paragraph (2) to the relevant Lender Clearing Member with respect to related Securities Lending Transactions, be entitled to request the return of all Equivalent Principal Collateral (or rele~~a~~se of the pledge) by the Lender Clearing Member prior to the applicable Maturity Date.

[...]

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