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Chapter I Appendix 11 is being newly inserted.

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Appendix 11 to the Clearing Conditions of Eurex Clearing AG:

# Clearing Agreement

with a Clearing Agent and a Basic Clearing Member

As of 20.06.2016

This clearing agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
 (legal name)  
 acting through /  having its ( registered) office at  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 as Clearing Agent (the “**Clearing Agent**”);

(2) \_\_\_\_\_  
 (legal name)  
 acting through /  having its ( registered) office at  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 as Basic Clearing Member (the “**Basic Clearing Member**”); and

(3) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Germany (“**Eurex Clearing AG**”).

The Clearing Agent, the Basic Clearing Member and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Basic Clearing Member Transactions pursuant to the Basic Clearing Member Provisions. The legal relationship between the Parties shall be construed in accordance with Number 4 of the Basic Clearing Member Provisions. The Transaction Types included in the Clearing are selected by the Clearing Agent and the Basic Clearing Member in Annex A to this Agreement. If a Relevant Fund or a Relevant Fund Segment (as to be specified in Annex B to this Agreement) enters into this Agreement, the special provisions pursuant to Number 1.1.7 of the General Clearing Provisions shall apply.
2. This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)), the Price List for Eurex Clearing AG and the General Terms and Conditions to the Agreement on Technical Connection to the Clearing EDP of Eurex Clearing AG (the “**Connection Agreement**”), in each case in their German version as amended from time to time. The Clearing Conditions, the Price List for Eurex Clearing AG and the Connection Agreement may be viewed and printed out via internet on the website [www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. Eurex Clearing AG charges fees to the Basic Clearing Member for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended, and will, subject to Number 3.8 of the Basic Clearing Member Provisions, directly debit the relevant Basic Clearing Member Cash Account in an amount equal to the amount of such fees in accordance with the daily cash clearing procedure pursuant to Number 1.4.1 of the General Clearing Provisions.
4. The Basic Clearing Member hereby appoints the Clearing Agent to act as its Clearing Agent subject to and in accordance with the Clearing Conditions. The Clearing Agent hereby accepts such appointment.
5. Each of the Clearing Agent and the Basic Clearing Member makes, severally but not jointly, to Eurex Clearing AG amongst others the representations and warranties set out in the following provisions of the Clearing Conditions (as relevant):
  - (1) Number 1.1.7 of the General Clearing Provisions (*Representations and warranties by Relevant Funds and Relevant Fund Segments acting through an Authorised Manager*) if the Basic Clearing Member is a Relevant Fund or a Relevant Fund Segment;
  - (2) Number 1.7 of the General Clearing Provisions (*Representations with respect to Clearing Agreements*); and
  - (3) Numbers 1.8 and 1.9 of the General Clearing Provisions (*No Clearing of OTC Interest Rate Derivatives for US Persons and No Clearing of FX Options Transactions for US Persons*).

Eurex Clearing AG makes the representations and warranties set out in Number 1.7.6 of the General Clearing Provisions.

6. Each of the Clearing Agent and the Basic Clearing Member hereby grants all powers of attorney, authorisations and instructions stated to be granted by it in the Clearing Conditions and acknowledges to be bound by the provisions of the Clearing Conditions on the conclusion, amendment, termination, transfer, accumulation or netting of Basic Clearing Member Transactions, in particular pursuant to (as relevant):

- (1) Number 3 of the Basic Clearing Member Provisions (*Role of Clearing Agent*); and
- (2) Number 11.2.7 of the Basic Clearing Member Provisions.

The Basic Clearing Member acknowledges that no further specific agreement or legal action is required under German law as the governing law of this Agreement in order for it to be legally bound by any Basic Clearing Member Transaction resulting from the operation of any such provision.

7. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties in accordance with the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

8. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions, in the case of amendments to the form of this Agreement set out in Appendix 11 to the Clearing Conditions. In addition, this Agreement may be amended at any time by written agreement between the Parties by executing an amended and restated version of this Agreement; Number 1.1.7 Paragraph (9) of the General Clearing Provisions shall remain unaffected. Annex A to this Agreement may be amended by the submission of an amended Annex A signed by the Clearing Agent and the Basic Clearing Member to Eurex Clearing AG and acceptance thereof by Eurex Clearing AG through respective entries in its production system.

9. Unless otherwise provided for in the Clearing Conditions, neither the Clearing Agent nor the Basic Clearing Member shall assign any of its respective rights or claims under this Agreement except with the prior written consent of all other Parties.

10. This Agreement does not and is not intended to confer any rights to third parties.

11. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

12. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

13. The place of performance shall be Frankfurt am Main, Germany.
14. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

**AUTHORISED SIGNATURES**  
**to the Clearing Agreement**

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(as Clearing-Agent)

(Place / Date)

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Name:

Name:

Function:

Function:

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(as Basic Clearing Member)<sup>1</sup>

(Place / Date)

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Name:

Name:

Function:

Function:

**Eurex Clearing Aktiengesellschaft**

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(Eurex Clearing AG)

(Place / Date)

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Name:

Name:

Function:

Function:

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<sup>1</sup> Authorised Manager if the Basic Clearing Member is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.

## **Annex A to the Clearing Agreement: Transaction Types included in the Clearing**

The Basic Clearing Member shall participate in the Clearing of the following Transaction Types pursuant to this Agreement in accordance with the following elections:

- Chapter IV Clearing of Transactions at Eurex Repo GmbH (Eurex Repo)
- Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions

**AUTHORISED SIGNATURES**  
**to Annex A to the Clearing Agreement**

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(as Clearing-Agent)

(Place / Date)

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Name:

Name:

Function:

Function:

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(as Basic Clearing Member)<sup>2</sup>

(Place / Date)

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Name:

Name:

Function:

Function:

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<sup>2</sup> Authorised Manager if the Basic Clearing Member is a Relevant Fund and/or Relevant Fund Segment listed in Annex B to this Agreement.



## Annex B to the Clearing Agreement: Relevant Funds and Relevant Fund Segments\*

<b>Legal Name of the Relevant Fund</b> <b>[In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated. In case of a Relevant Fund Segment, the fund or sub-fund to which the Relevant Fund Segment belongs shall also be indicated.]</b>			
Name of the asset pool (fund) [Account name of the Relevant Fund/Relevant Fund Segment]			
Legal Entity Identifier (LEI/preLEI)			
Jurisdiction (ISO code)			

\* Eurex Clearing AG may provide this Annex in a different format than shown here.

**AUTHORISED SIGNATURES**  
**to Annex B to the Clearing Agreement**

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(as Clearing-Agent)

(Place / Date)

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Name:

Name:

Function:

Function:

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(Authorised Manager acting for the account of the Relevant  
Funds and/or Relevant Fund Segments)

(Place / Date)

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Name:

Name:

Function:

Function: