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**AMENDMENTS ARE MARKED AS FOLLOWS:**

**INSERTIONS ARE UNDERLINED**

**DELETIONS ARE CROSSED OUT**

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[...]

## **Chapter IX Clearing of Securities Lending Transactions**

### **Part 1 General Provisions**

[...]

#### **1.1 Clearing License**

[...]

##### **1.1.2 Prerequisites of Clearing Licenses**

- (1) Unless otherwise provided for and subject to further exemptions set out in this Number 1.1.2 Paragraph (2), the prerequisites to be fulfilled for the granting of the Clearing License are set out in Chapter I Part 1 Numbers 2.1.1 to 2.1.3.
- (2) The applicant shall provide evidence for the compliance with the following requirements (as applicable to the respective content of the Clearing License):
  - (a) settlement accounts for equities with
    - Clearstream Banking AG, Frankfurt am Main ("**CBF**"), including a CBF(I) account, and/or
    - SIX SIS Ltd., Zürich ("**SIX SIS**");

- (b) direct access or admission to a Third Party Flow Provider (as defined in Number 1.2.2 Paragraph (1)) either by itself or by an Agent Lender (as defined in Number 1.1.4 Paragraph (1)) on behalf of the applicant, unless the applicant will clear NCM-Related Transactions only and a direct access or admission of the applicant to the relevant Third Party Flow Provider is not required pursuant to its rules;
- (c) execution of the specific tripartite documentation for Securities Lending Transactions pursuant to this Chapter IX with Eurex Clearing AG and a Tri-Party Collateral Agent (as defined in Number 2.1.6 Paragraph (2)) either by itself or by an Agent Lender (as defined in Number 1.1.4 Paragraph (1)) on behalf of the applicant, unless the applicant will provide to the Lender Cash Principal Collateral only.

[...]

## Part 2

### Terms and Conditions of Securities Lending Transactions

[...]

#### 2.2 Delivery and Return of Loaned Securities

[...]

##### 2.2.2 Return of Equivalent Loaned Securities

- (1) The Borrower is required to transfer Equivalent Loaned Securities to the Lender on the Maturity Date (as defined in Paragraph (8) below) against delivery of Equivalent Principal Collateral by the Lender to the Borrower or, if Number 2.1.5 Paragraph (2) applies, against release of the pledge pursuant to Number 2.1.5 Paragraph (2) by the Lender Clearing Member. All physical deliveries and payments shall be concurrently performed between the Lender Clearing Member and Eurex Clearing AG, and the Borrower Clearing Member and Eurex Clearing AG.
- (2) The Borrower to a Securities Lending Transaction which is an Open Term Loan is entitled to return to the Lender all ~~or part~~ of the Equivalent Loaned Securities at any time ~~(the "Return") in accordance with the following paragraphs.~~ In addition and to the extent provided for by the rules of the relevant Third Party Flow Provider, (i) the Borrower to a Securities Lending

Transaction which is an Open Term Loan shall be entitled to return to the Lender part of the Equivalent Loaned Securities at any time and/or (ii) the Borrower and the Lender may mutually agree on a return of all or part of the Equivalent Loaned Securities at any time. Any such return of all or part of the Equivalent Loaned Securities (each a "Return") shall be subject to the following paragraphs.

- (3) The Lender to a Securities Lending Transaction which is an Open Term Loan is entitled to recall all or part of the Equivalent Loaned Securities at any time ~~(the "Recall") in accordance with the following paragraphs. In addition and to the extent provided for by the rules of the relevant Third Party Flow Provider,~~ (i) the Lender to a Securities Lending Transaction which is an Open Term Loan shall be entitled to recall from the Borrower part of the Equivalent Loaned Securities at any time and/or (ii) the Borrower and Lender may mutually agree on a return of all or part of the Equivalent Loaned Securities at any time. Any such return of all or part of the Equivalent Loaned Securities (each a "Recall") shall be subject to the following paragraphs.

[...]

- (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.

In the case of a Return request by the Borrower Clearing Member to Eurex Clearing AG, the date specified as "Maturity Date" may not be a date which falls after the second anniversary of the date on which the Return request has been received by Eurex Clearing AG or after the date pursuant to item (ii) (b) of the definition of Maturity Date. Moreover, the Maturity Day shall not fall prior to the last day of the standard settlement period of the relevant cash market for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Return request, as determined by Eurex Clearing AG, unless the Return request has been mutually agreed by the Borrower and the Lender.

In the case of a Recall request by the Lender Clearing Member to Eurex Clearing AG, the date specified as "Maturity Date" shall be a date which falls

(i) not prior to the last day of the standard settlement period of the relevant cash markets for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Recall request, as determined by Eurex Clearing AG, and (ii) not after the 15th Business Day after the date on which the Recall has been received by Eurex Clearing AG or after the date pursuant to item (ii) (b) of the definition of Maturity Date. Moreover, the Maturity Day shall not fall prior to the last day of the standard settlement period of the relevant cash market for the settlement of the Equivalent Loaned Securities applicable to the date of receipt of such Recall request, as determined by Eurex Clearing AG, unless the Recall request has been mutually agreed by the Borrower and the Lender.

[...]