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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Chapter I General Provisions

Part 1 General Clearing Provisions

[...]

1.4.4 Buy-In Right and Buy-In Auction

- (1) The Special Clearing Provisions may provide that in the event of a failure by a Clearing Member under a Transaction to deliver Securities to Eurex Clearing AG on the applicable delivery date, Eurex Clearing AG shall be entitled at the cost of the defaulting Clearing Member to enter into a replacement purchase by way of a transaction with a third party or by way of an auction, as further set out in the Special Clearing Provisions. Any replacement purchase by way of an auction shall be subject to the buy-in auction rules published by Eurex Clearing AG on its website (www.eurexclearing.com); such published buy-in auction rules shall form part of these Clearing Conditions.
- (2) Without prejudice to the provisions of the Special Clearing Provisions Eurex Clearing AG shall be entitled to enter into a replacement purchase pursuant to Paragraph (1) above in case a Clearing Member fails under a Transaction to deliver Securities to Eurex Clearing AG on the applicable delivery date, causing the inability of Eurex Clearing AG to fulfill its due delivery obligation towards another Clearing Member and Eurex Clearing AG has received a Second Notification pursuant to Chapter 1 Part 1 Number 9.3.3 (3) of these Clearing Conditions from the respective Clearing Member to be supplied. The respective rules of the Special Clearing Provisions regarding costs and a potential cash settlement shall apply accordingly.

[...]

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~~9.4 Rights of Eurex Clearing AG in respect of Transactions with other Clearing Members upon a Failure to Pay Event~~

~~9.4.1 Termination of Transactions in case of a Cash-settled Transaction~~

- ~~(1) When Eurex Clearing AG has determined a Cash Settlement Amount for Non-Delivered Assets according to Number 9.3, Eurex Clearing AG shall be entitled to terminate Transactions with other Clearing Members pursuant to which Eurex Clearing AG has a due claim to receive Securities of the same kind.~~
- ~~(2) Eurex Clearing AG will terminate Transactions pursuant to Paragraph (1) above in the following order:~~
- ~~(a) the Transaction which is due for the longest period of time and as far as Transactions are due since the same period of time,~~
 - ~~(b) the Transaction with the highest nominal of Securities to be delivered under this Transaction,~~
 - ~~(c) the Transaction with the second, third, forth etc. highest nominal of Securities to be delivered under the relevant Transaction, until Eurex Clearing AG has terminated Transactions up to an amount of Securities which covers the original Transaction with respect to which Eurex Clearing AG is performing the Cash Settlement Payment.~~
- ~~As far as necessary Eurex Clearing AG is also entitled to terminate Transactions in part to meet the amount of Securities which covers the original size of the Cash-settled Transaction with respect to which Eurex Clearing AG has determined the Cash Settlement Amount.~~
- ~~(3) After the termination of a Transaction pursuant to Paragraph (1) above, the Clearing Member is no longer entitled to fulfil its original obligation by delivering the Non-Delivered Assets to Eurex Clearing AG. Eurex Clearing is entitled to a cash settlement of this Transaction. The Cash Settlement Amount shall be determined in accordance with the provisions of Number 9.3.5. Eurex Clearing AG will notify the respective Clearing Members of the termination and the determined Cash Settlement Amount.~~
- ~~(4) Termination of a Transaction pursuant to Paragraph (1) above shall result in a termination of the Corresponding Covered Transaction pursuant to the ICM-ECD Provisions. Paragraph (3) applies *mutatis mutandis* to such Corresponding Covered Transaction.~~

~~9.4.2 Termination of Transactions in case of a general Close-Out~~

~~If incompletely settled or unfulfilled Transactions of the relevant Markets are terminated by a Clearing Member following a Failure to Pay Event, Eurex Clearing AG, for its part, shall be entitled to terminate Transactions with other Clearing Members of any of the relevant Markets pursuant to which Eurex Clearing AG has a corresponding claim to~~

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~~receive Securities or payment. For the determination of such Transactions to become terminated Number 9.4.1 will apply accordingly.~~

[...]