
AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED
DELETIONS ARE CROSSED OUT

Appendix 7 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

for the Clearing of Securities Lending Transactions with the Holder
of a Specific Lender License

This ~~clearing-Clearing agreement~~ 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 Holder of a Specific Lender License (the “**Holder of a Specific Lender License**”); and;

(2) 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 Holder of a Specific Lender License 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 Transactions pursuant to Chapter IX of the Clearing Conditions. The legal relationship between the Parties shall be construed in accordance with Chapter IX Part 1 Number 1.1.3 of the Clearing Conditions. If a Relevant Fund (as to be specified in the Annex to this Agreement) enters into this Agreement, the special provisions pursuant to Chapter IX Part 1 Number 1.1.3 Paragraph (8) or (9) of the Clearing Conditions, as applicable, 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. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. The Holder of a Specific Lender License hereby expressly agrees to be bound by the implementation processing of any Outturn or Preliminary Outturn (and/or the reversal of any Preliminary Outturn) in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) and Number 2.7.4, a Dispute Resolution Procedure or an Ad hoc Verification Procedure.
4. Eurex Clearing AG charges fees to the Holder of a Specific Lender License for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended.
5. The Holder of a Specific Lender License hereby (i) makes to Eurex Clearing AG the representations and warranties pursuant to Chapter I Part 1 Number 1.7 and, if the Holder of a Specific Lender License is a Relevant Fund, Chapter I Part 1 Number 1.1.7 in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) and (9) of the Clearing Conditions, (ii) undertakes to satisfy the prerequisites of the Specific Lender Licence at any time during the term of this Agreement and (iii) agrees to the conclusion of Transactions pursuant to Chapter IX Part 1 Number 1.2.1 and 1.2.2 of the Clearing Conditions.

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.
6. 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 pursuant 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.

7. 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 7 of the Clearing Conditions.

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the Holder of a Specific Lender License by executing an amended and restated version of this Agreement; Chapter I Part 1 Number 1.1.7 Paragraph (9) in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) and (9) of the Clearing Conditions shall remain unaffected.

8. Unless otherwise provided for in the Clearing Conditions, the Holder of a Specific Lender License shall not assign any of its rights or claims under this Agreement except with the prior written consent of Eurex Clearing AG.

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

10. 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.

11. 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.

12. The place of performance shall be Frankfurt am Main, Germany.

13. 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

(as Holder of a Specific Lender License or, if the Holder of a Specific Lender License is a Relevant Fund listed in the Annex to this Agreement, Authorised Manager) (Place / Date)

Name:

Name:

Function:

Function:

Eurex Clearing Aktiengesellschaft

(Eurex Clearing AG)

(Place / Date)

Name:

Name:

Function:

Function:

Annex to the Clearing Agreement: Relevant Funds*

Legal Name of the Relevant Fund [In the case of a Sub-Fund, the fund to which the Sub-Fund relates shall also be indicated.]			
Name of the asset pool (fund) [Account name of the Relevant Fund]			
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 the Annex to the Clearing Agreement

(as Authorised Manager acting for the account of the Relevant Funds) (Place / Date)

Name:

Name:

Function:

Function: