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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

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[...]

## **Chapter II Transactions Concluded at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)**

[...]

### **Part 2 Clearing of Futures Contracts**

[...]

#### **2.7 Clearing of Futures Contracts on Shares**

[...]

##### **2.7.5 Corporate Actions**

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Number 2.3 apply *mutatis mutandis*.

[...]

## **Chapter V Transactions Concluded at the Frankfurter Wertpapierbörse**

[...]

### **Part 2 Clearing of transactions concluded at the Frankfurter Wertpapierbörse (FWB)**

[...]

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## 2.3 Corporate Actions

[...]

### (3) Cash Settlement of Non-Minimum/Non-Multiple Unit Conform Quantities

Eurex Clearing AG shall be entitled to determine that non-minimum/non-multiple unit conform quantities of securities or rights ("**Fractions**") resulting from corporate action events described in Paragraph (2) (b), (c) and (e) above shall be settled by payment of a cash amount. Upon such determination of a cash settlement by Eurex Clearing AG and notification of the Clearing Members thereof, the delivery obligations relating to the Fractions shall expire with debt-discharging effect and the Clearing Member obliged to deliver shall in lieu pay to Eurex Clearing AG and Eurex Clearing AG shall forward to the Clearing Member entitled to receive a cash amount in the currency of the underlying FWB Transaction and equal to the market value of the Fractions on the record date of the relevant corporate action event as determined by Eurex Clearing AG in its reasonable discretion and notified to the Clearing Members.

### (43) Reversal of FWB Transactions

If an FWB Transaction is reversed after its conclusion pursuant to the Conditions for Transactions on FWB, the debits/credits, arising from corporate actions, to the accounts of Clearing Members concerned shall also be reversed with the value date of the FWB Transaction reversal.

### (54) Corrections to corporate actions

Clearstream Banking AG may carry out corrections to corporate actions conducted by Eurex Clearing AG pursuant to Paragraph (2) or which should have been carried out, in regard of as yet unperformed or performed FWB Transactions (such corrections might be reversals, adjustments, etc.); in such cases of correction, Eurex Clearing AG shall be entitled to undertake corresponding corrections to corporate actions it has conducted pursuant to Paragraph (2) and to carry out any non-implemented corporate actions retroactively.

For the eventuality that corporate actions in regard of as yet unperformed or performed FWB Transactions were not carried out and afterwards corrected or implemented by the Clearstream Banking AG, Eurex Clearing AG shall reserve the right to waive the subsequent implementation of the corporate action in favour of assigning to the claimant Clearing Member its claims against other Clearing Members arising out of corresponding identical transactions with debt-discharging effect.

If the netting procedure in delivery instructions of performed or yet unperformed FWB Transactions has resulted in the existence of nominal value fractions, Eurex Clearing AG shall be entitled to meet the corresponding claims of the Clearing Members eligible for benefit by means of cash settlement.

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(65) Change of method of holding in custody

If, due to a corporate action on the part of an issuer, securities held in collective custody or ancillary rights need to be held on a trust-custody basis or in a different way (hereinafter referred to as “**change of method of holding in custody**”) Eurex Clearing AG is entitled according to its best judgement and by safeguarding of the interests of the respective Clearing Member to effectuate transactions to be performed by Eurex Clearing AG by using securities or ancillary rights subject to such a change of method of holding in custody.

Eurex Clearing AG is also entitled, in case of delivery obligations with shares, fractional rights and ancillary rights which are not fully feasible, to clear such delivery obligations at Clearstream Banking AG on the first Business Day after the Business Day on which the delivery obligation came into existence after respective order by Eurex Clearing AG. Numbers 2.2.1 and 2.2.2 do not apply.

[...]

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