

Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 09.01.2017

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

Chapter I General Provisions

[...]

Part 6 Basic Clearing Member Provisions

[...]

10 Basic Clearing Member Termination Event

10.1 Suspension of Clearing, Termination

Upon the occurrence of Basic Clearing Member Termination Date with respect to a Basic Clearing Member,

- (i) the Clearing of new Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement will be suspended; and
- (ii) the existing Basic Clearing Member Transactions shall be terminated and a termination payment shall fall due with respect to such Basic Clearing Member Standard Agreement,

each as further set out in this Number 10.

Eurex Clearing AG shall notify the affected Basic Clearing Member and the Clearing Agent of such Basic Clearing Member of the suspension of the Clearing and the termination. Eurex Clearing AG shall specify in the notification a reasonable period of time during which such suspension shall apply.

~~10.1 If at any time a Basic Clearing Member Insolvency Termination Event has occurred, the Basic Clearing Member Standard Agreement shall terminate with immediate effect as of such time and the Clearing of new Basic Clearing Member Transactions of the Basic Clearing Member will be suspended.~~

~~“Basic Clearing Member Insolvency Termination Event” shall have the same meaning as the term “Insolvency Termination Event” in Part 1 Number 7.2.2, provided that~~

~~references therein to the Clearing Member shall be read as references to the Basic Clearing Member.~~

10.2 If a Basic Clearing Member Termination Event (other than a Basic Clearing Member Insolvency Termination Event) or any of the following events occurs with respect to a Basic Clearing Member:

- (i) a determination is made by Eurex Clearing AG that a limitation or suspension of Clearing is necessary to limit its exposure with respect to such Basic Clearing Member;
- (ii) the suspension or termination (other than a voluntary termination) of the Basic Clearing Member's membership with another clearing house provided that the circumstances relating to that suspension or termination are, in Eurex Clearing AG's reasonable opinion, material for Eurex Clearing AG's risk management, and that Eurex Clearing AG first consults or attempts to consult with the Basic Clearing Member and the competent regulatory authorities;
- (iii) the commencement of Disciplinary Procedures pursuant to Part 1 Number 14.2.1 of the General Clearing Conditions against a Basic Clearing Member; or
- (iv) any other event with respect to the Basic Clearing Member that could materially impact the ability of that Basic Clearing Member to perform its obligations under the Clearing Conditions and the relevant Basic Clearing Member Standard Agreement,

~~occurs or Disciplinary Procedures pursuant to the Disciplinary Procedures Rules (as defined in each case in Part 1 Number 14.2.1) are commenced against the Basic Clearing Member,~~ Eurex Clearing AG may one or more times suspend or limit the Clearing of new Basic Clearing Member Transactions of such Basic Clearing Member.

Eurex Clearing shall notify the ~~affected-relevant~~ Basic Clearing Member and its Clearing Agent of the decision to suspend or limit the Clearing and specify a reasonable period of time during which such suspension or limitation of the Clearing shall apply.

~~“Basic Clearing Member Termination Event” means~~

- ~~(a) any of the events set out in Part 1 Number 7.2.1 Paragraphs (1) to (12), provided that references therein to the Clearing Member shall be read as references to the Basic Clearing Member;~~
- ~~(b) the appointment of the Clearing Agent pursuant to the Basic Clearing Member Clearing Agreement or the granting of any authorisation by the Basic Clearing Member to the Clearing Agent pursuant to this Part 6 is or becomes invalid in whole or in part;~~
- ~~(c) Eurex Clearing AG has received a Clearing Agent Debit Withdrawal Notice from the Clearing Agent; and/or~~
- ~~(d) a Basic Clearing Member Default Information Event.~~

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~~A “**Basic Clearing Member Default Information Event**” occurs if the Clearing Agent notifies Eurex Clearing AG that (i) the Basic Clearing Member has failed to perform any of its obligations vis-à-vis the Clearing Agent (irrespective of whether such obligations arise under the Basic Clearing Member Clearing Agreement) that the Clearing Agent considers material and/or (ii) an event has occurred which entitles the Clearing Agent to terminate the bilateral agreement between itself and the Basic Clearing Member. Eurex Clearing AG may rely on, and is not obliged to verify the contents of, any such notification from the Clearing Agent.~~

The Basic Clearing Member and the Clearing Agent shall provide at their own expense such information and evidence as Eurex Clearing AG in its reasonable opinion may deem necessary to conduct an investigation of the facts and circumstances relating to a Basic Clearing Member Termination Event or any of the afore-mentioned events.

Before limiting or suspending the Clearing of new Basic Clearing Member Transactions, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the Basic Clearing Member, further to which Eurex Clearing AG may in its absolute discretion set a grace period within which the Basic Clearing Member may remedy the event in question.

In the case of a Clearing Agent Debit Withdrawal Notice, such remedy may be made by (i) establishing a Basic Clearing Member Cash Account held by the Basic Clearing Member itself and granting to Eurex Clearing AG a right to directly debit such account in accordance with Number 7.3.1 Paragraph (2) or (ii) a replacement of the Clearing Agent (and, except for the provisions on a Replacement Notice and a DCM Election Notice, Numbers 11.2.1, 11.2.2, 11.2.3 and 11.2.7 to 11.2.10 shall apply to such replacement).

- 10.3 If a Basic Clearing Member Termination Event has occurred with respect to the Basic Clearing Member and is continuing, Eurex Clearing AG may either
- (i) give written notice thereof to the Basic Clearing Member (“**Basic Clearing Member Grace Period Notice**”) and designate a reasonable grace period to remedy the relevant Basic Clearing Member Termination Event (“**Basic Clearing Member Grace Period**”), which may be extended by Eurex Clearing AG from time to time; or
 - (ii) if – taking into account all relevant circumstances of the specific case – it would be unreasonable (*unzumutbar*) to set a Basic Clearing Member Grace Period or if the relevant Basic Clearing Member Termination Event cannot be remedied, give a written termination notice to such Basic Clearing Member (with a copy to its Clearing Agent) (the “**Basic Clearing Member Termination Notice**”) specifying the date and time on which the Basic Clearing Member T-termination shall take effect.

If the relevant Basic Clearing Member Termination Event has been remedied to Eurex Clearing AG’s satisfaction by the end of the Basis Clearing Member Grace Period, Eurex Clearing AG shall inform the Basic Clearing Member (and the relevant Clearing Agent) thereof. If the relevant Basic Clearing Member Termination Event has not been remedied to Eurex Clearing AG’s satisfaction by the end of the Basic Clearing Member Grace Period, Eurex Clearing AG may give a Basic Clearing Member Termination Notice in accordance with Number 10.3 (ii).

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10.3.1 “Basic Clearing Member Termination Event” means

- (a) the occurrence of any of the events set out in Part 1 Number 7.2.1 Paragraphs (1) to (11) with respect to the Basic Clearing Member, provided that references therein to the Clearing Member shall be read as references to the Basic Clearing Member;
- (b) the occurrence of any of the events set out in Part 1 Number 7.2.1 Paragraphs (1) to (11) with respect to the Basic Clearing Member acting as Clearing Member under any other Standard Agreement entered into between Eurex Clearing AG and the Basic Clearing Member acting as Clearing Member.
- (c) the appointment of the Clearing Agent pursuant to the Basic Clearing Member Clearing Agreement or the granting of any authorisation by the Basic Clearing Member to the Clearing Agent pursuant to this Part 6 is or becomes invalid in whole or in part;
- (d) Eurex Clearing AG has received a Clearing Agent Debit Withdrawal Notice from the Clearing Agent;
- (e) a Basic Clearing Member Default Information Event; and/or
- (f) any failure to pay or deliver by the Clearing Agent with respect to the Contributions to the Clearing Fund determined by Eurex Clearing AG for the Basic Clearing Member pursuant to Number 9.1.1.

A “Basic Clearing Member Default Information Event” occurs if the Clearing Agent notifies Eurex Clearing AG that (i) the Basic Clearing Member has failed to perform any of its obligations vis-à-vis the Clearing Agent (irrespective of whether such obligations arise under the Basic Clearing Member Clearing Agreement) that the Clearing Agent considers material and/or (ii) an event has occurred which entitles the Clearing Agent to terminate the bilateral agreement between itself and the Basic Clearing Member. Eurex Clearing AG may rely on, and is not obliged to verify the contents of, any such notification from the Clearing Agent.

10.3.2 Prior to the delivery of a Basic Clearing Member Termination Notice with respect to a Basic Clearing Member Termination Event, other than a Basic Clearing Member Termination Event pursuant to lit. (a) of the definition of “Basic Clearing Member Termination Event” in conjunction with Part 1 Number 7.2.1 Paragraph (1) (Failure to Pay; Failure to Deliver Margin), Paragraph (5) (Insolvency related Events), Paragraph (7) (Regulatory Actions), Paragraph (9) (Opening of Reorganisation or Restructuring Procedures and Similar Measures) and Paragraph (12) (Termination for serious cause (*Kündigung aus wichtigem Grund*)), Eurex Clearing AG shall

- (a) attempt to notify, and consult with, the relevant Basic Clearing Member regarding the relevant event,
- (b) consider in good faith whether delivering a Basic Clearing Member Termination Notice is proportionate, having regard to

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- (aa) other courses of action available to Eurex Clearing AG (in particular the opening of Disciplinary Procedures pursuant to the Disciplinary Procedures Rules (as defined in each case in Part 1 Number 14.2.1)),
 - (bb) the interests of the Basic Clearing Member, and
 - (cc) whether the Basic Clearing Member Termination Event has a material adverse impact on the ongoing financial soundness of Eurex Clearing AG or the proper performance of the Clearing, and
- (c) ensure that the decision to deliver a Basic Clearing Member Termination Notice, as the case may be, has been approved by the chairman of the Executive Board of Eurex Clearing AG, a member of the Executive Board of Eurex Clearing AG or any other senior personnel of Eurex Clearing AG that Eurex Clearing AG deems to be appropriate.

10.3.3 — Where Eurex Clearing has commenced Disciplinary Procedures against a Basic Clearing Member with respect to an Alleged Breach (as defined in the Disciplinary Procedures Rules), Eurex Clearing AG shall for as long as such Disciplinary Procedures are continuing, refrain from delivering a Basic Clearing Member Termination Notice to such Basic Clearing Member (or the Clearing Agent acting on its behalf) on the basis of those facts that have led to the determination of the Alleged Breach by Eurex Clearing AG.

10.4 If at any time a Basic Clearing Member Insolvency Termination Event has occurred, the Basic Clearing Member Standard Agreement shall terminate with immediate effect as of such time and the Clearing of new Basic Clearing Member Transactions of the Basic Clearing Member will be suspended.

“Basic Clearing Member Insolvency Termination Event” shall have the same meaning as the term “Insolvency Termination Event” in Part 1 Number 7.2.2, provided that references therein to the Clearing Member shall be read as references to the Basic Clearing Member.

~~10.4 — If a Basic Clearing Member Termination Date has occurred in relation to a Basic Clearing Member Standard Agreement following a Basic Clearing Member Termination Event, the consequences of a Basic Clearing Member Termination as provided for in Number 10.5 shall apply.~~

~~A termination of the Basic Clearing Member Standard Agreement (the “Basic Clearing Member Termination”) occurs (a) if Eurex Clearing AG has set a grace period pursuant to Number 10.2, with effect from the end of such grace period if the Basic Clearing Member Termination Event specified in the notice of such grace continues and Eurex Clearing AG has notified the Basic Clearing Member and the Clearing Agent that such Basic Clearing Member Termination Event has not been remedied to Eurex Clearing AG’s satisfaction by the end of such grace period, (b) in the circumstances specified in Number 11.3.2, at the relevant time specified in Number 11.3.2 or (c) in all other cases, on the date and time specified in the Basic Clearing Member Termination Notice (the date of such Basic Clearing Member Termination being the “Basic Clearing Member Termination Date” and the respective termination time being the “Basic Clearing Member Termination Time”).~~

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10.5 Basic Clearing Member Termination

A termination with respect to the Basic Clearing Member Standard Agreement (“Basic Clearing Member Termination”) occurs

- (a) in the circumstances specified in Number 11.3.2, at the relevant time specified in Number 11.3.2;
- (b) in case of the occurrence of a Basic Clearing Member Insolvency Termination Event, with immediate effect as of the time of the occurrence of such event; or
- (c) in all other cases, on the date and time specified in the Basic Clearing Member Termination Notice

(the relevant date under (a) to (c) being the “Basic Clearing Member Termination Date” and the relevant time being the “Basic Clearing Member Termination Time”).

10.65 Consequences of a Basic Clearing Member Termination

If a Basic Clearing Member Termination Date occurs with respect to the Basic Clearing Member Standard Agreement, the following provisions shall apply.

10.56.1 Termination of Basic Clearing Member Transactions and Redelivery Claims

All current and future primary obligations (including payment and delivery obligations) under the relevant Basic Clearing Member Standard Agreement between Eurex Clearing AG and the Basic Clearing Member arising from Basic Clearing Member Transactions and any Redelivery Claim under the relevant Basic Clearing Member Standard Agreement shall expire (*auflösende Bedingung*) as of the Basic Clearing Member Termination Time and shall no longer be required to be performed by the relevant obligor. Furthermore, all due but unsatisfied obligations in respect of the relevant Basic Clearing Member Margin or Basic Clearing Member Variation Margin shall expire (*auflösende Bedingung*) as of the Basic Clearing Member Termination Time. The expiration affects all claims arising from Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement independent of the time they came into existence or would have come into existence otherwise. These expired primary obligations and delivery obligations, respectively, are reflected by the Difference Claim (as defined below).

10.56.2 Difference Claim

The difference claim of either Eurex Clearing AG or the Basic Clearing Member under the relevant Basic Clearing Member Standard Agreement shall become unconditional and immediately due in the Termination Currency against the respective other party as of the end of the Last Valuation Date and shall be determined in accordance with Part 1 Number 7.3 (applied *mutatis mutandis* as if (i) the Basic Clearing Member were a Clearing Member in respect of its Basic Clearing Member Transactions, (ii) Basic Clearing Member Transactions were Transactions and (iii) the Basic Clearing Member Termination Time were the Termination Time, and provided that the Termination Currency shall be the Clearing Currency last agreed in writing between Eurex

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Clearing AG and the Clearing Agent (acting on behalf of the Basic Clearing Member)) using the Liquidation Price Approach (each a “**Difference Claim**”).

The Clearing Agent shall notify the applicable Clearing Currency to the Basic Clearing Member.

10.65.3 Notification

Eurex Clearing AG shall notify the value of the Difference Claim determined by it with respect to the relevant Basic Clearing Member Standard Agreement to the Clearing Agent and the Basic Clearing Member as soon as reasonably practicable after its determination, together with reasonable detail regarding the data and information forming the basis of the determination.

10.56.4 Payment of Difference Claim

The debtor of the Difference Claim under the Basic Clearing Member Standard Agreement between Eurex Clearing AG and the relevant Basic Clearing Member shall pay the determined amount of the Difference Claim as soon as reasonably practicable following the notification by Eurex Clearing AG of the payable amount pursuant to Number 10.65.3. If Eurex Clearing AG is the debtor of the Difference Claim, Eurex Clearing AG shall pay the determined amount of the Difference Claim in accordance with the instructions of the Basic Clearing Member.

The debtor of the Difference Claim shall not be obliged to pay any interest on the amount of the Difference Claim unless it is in default (*Verzug*) following the receipt of a payment reminder (*Mahnung*) by the other party. Default interest shall be paid on the basis of the effective overnight interest rate (as determined by Eurex Clearing AG by reference to such overnight interest rate references and with such adjustments as Eurex Clearing AG considers appropriate) applicable to the currency of the Difference Claim.

11 Consequences of a Termination Event with respect to a Clearing Agent

11.1 Suspension or Restriction of Clearing

[...]

11.1.4 Before limiting or suspending the Clearing of new Basic Clearing Member Transactions and without limiting its rights under Part 1 Number 7.2.1, Eurex Clearing AG shall, where reasonable in the circumstances, attempt to consult with the Affected Clearing Agent, further to which Eurex Clearing AG may in its absolute discretion set a grace period within which the Affected Clearing Agent may remedy the event in question.

11.1.5 If a Termination Date occurs with respect to an Affected Clearing Agent, Eurex Clearing AG will suspend the Clearing of new Basic Clearing Member Transactions under all Basic Clearing Member Standard Agreements of all Basic Clearing Members of the Affected Clearing Agent as of the relevant Termination Time, unless Eurex Clearing AG permits otherwise.

11.2 Replacement of Affected Clearing Agent

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11.2.1 If a Termination ~~Event~~Date has occurred with respect to an Affected Clearing Agent, Eurex Clearing AG shall

(i) ~~if a Grace Period Notice has been given, without undue delay after the time specified in the Grace Period Termination Notice; end of the relevant Grace Period~~
or

(ii) ~~if a Termination Notice has been given, without undue delay after the time specified in the Termination Notice;~~ or

(iii) ~~in the case of an Insolvency Termination Event with respect to the Affected Clearing Member, without undue delay after the Termination Time,~~

give written notice ~~to the Basic Clearing Members of the Affected Clearing Agent and to all Clearing Members, Basic Clearing Members, Non-Clearing Members, and Registered Customers in accordance with Number 16.1 of the General Clearing Provisions~~ of the occurrence of the Termination Event and that the Replacement Period commences (the **"Replacement Notice"**).

Eurex Clearing AG shall also be entitled to give a Replacement Notice if any of the events set out in Number 11.1.1 (i) to (v) have occurred and Eurex Clearing AG considers the delivery of the Replacement Notice appropriate in light of the relevant event. Where Eurex Clearing AG has taken any of the measures pursuant to Number 11.1.1 but has not yet issued a Replacement Notice, the Basic Clearing Member affected by these measures shall for as long as these measures continue be entitled to provide a Replacement Election Notice or DCM Election Notice and Numbers 11.2.3 to 11.2.10 shall apply in this respect.

"Replacement Period" means:

(i) if an Insolvency Termination Event has occurred with respect to the Clearing Agent, the period from the occurrence of the Insolvency Termination Event until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day; and

(ii) if any other Termination Event has occurred with respect to the Clearing Agent, the period from the publication of the Replacement Notice until (and including) 13:00 hours Frankfurt am Main time on the immediately following Business Day.

Eurex Clearing AG may extend the Replacement Period in order to facilitate a Replacement by giving notice to all Clearing Members and the Basic Clearing Members of the Affected Clearing Agent.

11.2.2 Each Basic Clearing Member of the Affected Clearing Agent may elect, by giving notice to Eurex Clearing AG prior to the end of the Replacement Period **"Basic Clearing Member Election Notice"**,

(i) ~~to continue the Clearing of all its Basic Clearing Member Transactions under the Basic Clearing Member Standard Agreement with a Replacement Clearing Agent~~ **(the "Replacement Election Notice")**;

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- (ii) ___ to continue the Clearing of its Transactions under a Clearing Agreement pursuant to Annex 1 of the Clearing Conditions as a Direct Clearing Member ("**DCM Election-Notice**")¹⁷ or
- (iii) ___ to terminate and close-out its Basic Clearing Member Transactions under the Basic Clearing Member Standard Agreement (~~the~~ "**Termination Election-Notice**").

If Eurex Clearing AG does not receive a Basic Clearing Member Election Notice prior to the end of the Replacement Period ~~Replacement Election Notice or a DCM Election Notice~~, or receives a Basic Clearing Member Election Notice in which the relevant Basic Clearing Member makes a Termination Election-Notice, prior to end of the Replacement Period, Number 11.3 shall apply.

11.2.3 Replacement Election

If the Basic Clearing Member of the Affected Clearing Agent has ~~provided~~ made a Replacement Election ~~Notice~~ and ~~Eurex Clearing AG determines, at or prior to the end of the Replacement Period, that all Clearing Agent Replacement Requirements are fulfilled~~ the Clearing Agent Replacement Requirements are satisfied, the Affected Clearing Agent ceases to be the Clearing Agent and another Clearing Member (the "**Replacement Clearing Agent**") becomes the new Clearing Agent (such replacement of the existing Clearing Agent with respect to the Basic Clearing Member by the Replacement Clearing Agent, the "**Replacement**").

(a) ___ "**Clearing Agent Replacement Requirements**" means all of the following requirements:

- (i) the Replacement Clearing Agent is a Clearing Member that meets the admission criteria for Clearing Agents pursuant to Number 2.2;
- (ii) the Replacement Clearing Agent and the Basic Clearing Member have entered into a Basic Clearing Member Clearing Agreement with Eurex Clearing AG or have agreed in form and substance satisfactory to Eurex Clearing AG to already be bound by the provisions set out in the form of the Basic Clearing Member Clearing Agreement appended to the Clearing Conditions of Eurex Clearing AG as Appendix 11 and to execute a Basic Clearing Member Clearing Agreement no later than five (5) Business Days after the end of the Replacement Period;
- (iii) the Replacement Clearing Agent and the Basic Clearing Member have agreed in form and substance satisfactory to Eurex Clearing AG that the Basic Clearing Member Clearing Agreement under (ii) shall cover all Basic Clearing Member Transactions which are booked on the Basic Clearing Member Own Account of the Basic Clearing Member at the end of the Replacement Period, or at such earlier time at which Eurex Clearing determines that the Clearing Agent Replacement Requirements are satisfied; Eurex Clearing AG hereby expressly and irrevocably consents to such agreement;
- (iv) the Basic Clearing Member has provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover Basic Clearing Member Margin and Basic

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Clearing Member Variation Margin in respect of all Basic Clearing Member Transactions to which the Replacement relates or committed itself in form and substance satisfactory to Eurex Clearing AG to provide the relevant amount of Eligible Margin Assets without undue delay following the Replacement, for which purposes all Eligible Margin Assets actually delivered prior to such Replacement shall ~~also~~ be taken into account; and

(iv) the Replacement Clearing Agent has made the Contribution to the Clearing Fund with respect to its capacity as the Clearing Agent of the Basic Clearing Member.

(b) If the Clearing Agent Replacement Requirements are satisfied by the end of the Replacement Period, the existing Basic Clearing Member Clearing Agreement shall terminate at the end of the Replacement Period, or at such earlier time at which Eurex Clearing AG determines that the Clearing Agent Replacement Requirements are satisfied.

(c) If Eligible Margin Assets in the form of Securities have been credited to a Basic Clearing Member Pledged Securities Account maintained in the name of the Affected Clearing Agent and the Basic Clearing Member holds title to such Securities, Eurex Clearing AG shall instruct in its own name or on behalf for the Basic Clearing Member the relevant collateral location to transfer such Securities to the relevant account, which has to qualify as a Basic Clearing Member Pledged Securities Account, specified by the Basic Clearing Member or , if such account shall be an account of the Replacement Clearing Agent, specified by the Replacement Clearing Agent (acting in its own name or on behalf of the Basic Clearing Member) for the purpose of providing Basic Clearing Member Margin at the time when the Clearing Agent Replacement Requirements are fulfilled.

Such transfer shall be without prejudice to the security interest granted to Eurex Clearing AG in the relevant Securities. The Clearing Agent hereby also irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Clearing Agent that Eurex Clearing AG considers necessary or expedient to effect the transfer of the relevant Securities.

11.2.4 DCM Election

If the Basic Clearing Member of the Affected Clearing Agent has ~~made provided~~ a DCM Election ~~Notice~~ and Eurex Clearing AG determines, at or prior to the end of the Replacement Period, that all DCM Requirements are fulfilled~~the DCM Requirements are satisfied~~, the Affected Clearing Agent ceases to be the Clearing Agent and the Basic Clearing Member shall assume the role of a Direct Clearing Member. The Basic Clearing Member Transactions shall be included in the Elementary Proprietary Standard Agreement of such new Direct Clearing Member, and ~~henceforth~~ the Clearing Conditions applicable to Direct Clearing Members shall apply with respect to such new Direct Clearing Member (the “**Replacement**”).

(a) “**DCM Requirements**” means all of the following requirements:

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- (i) the Basic Clearing Member meets the admission criteria for Direct Clearing Members pursuant to Number 2 of the General Provisions and has provided evidence thereof to the satisfaction of Eurex Clearing AG;
 - (ii) the Basic Clearing Member has agreed with Eurex Clearing AG in writing to act as Direct Clearing Member in form and substance satisfactory to Eurex Clearing AG;
 - (iii) the Basic Clearing Member has entered into a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 pursuant to Annex 1 with Eurex Clearing AG or ~~has undertaken in form and substance satisfactory to Eurex Clearing AG that it will enter into a Clearing Agreement pursuant to Annex 1 no later than five (5) Business Days after the end of the Replacement Period;~~ has agreed in form and substance satisfactory to Eurex Clearing AG to already be bound by the provisions set out in the Clearing Agreement in the form appended to the Clearing Conditions as Appendix 1 and to execute such Clearing Agreement no later than five (5) Business Days after the end of the Replacement Period;
 - (iv) the Basic Clearing Member (acting as Direct Clearing Member) has provided Eurex Clearing AG with sufficient Eligible Margin Assets to cover Margin and Variation Margin in respect of all Transactions to which the Replacement relates or committed itself to provide the relevant amount of Eligible Margin Assets without undue delay following the Replacement, for which purposes all Eligible Margin Assets actually delivered prior to such Replacement shall be taken into account; ~~and~~
 - (v) the Basic Clearing Member has made the Contribution to the Clearing Fund with respect to its capacity as the new Direct Clearing Member; and
 - (vi) if Eligible Margin Assets in the form of Securities have been credited on a Basic Clearing Member Pledged Securities Account which is maintained in the name of a Third Party Account Holder, the Basic Clearing Member has provided Eurex Clearing AG with a sufficient authorisation by the Third Party Account Holder according to which Eurex Clearing AG is entitled to instruct the relevant collateral location to transfer all Securities booked on such Basic Clearing Member Pledged Securities Account to the relevant Pledged Securities Account as specified by the new Direct Clearing Member (the "Third Party Account Holder Authorisation").
- (b) Subject to the DCM Requirements under Number 11.2.4 (b) (ii), Eurex Clearing AG hereby irrevocably offers to the Basic Clearing Member to transfer by way of novation (Novation) all Basic Clearing Member Transactions covered by the Replacement from the relevant Basic Clearing Standard Agreement established between Eurex Clearing AG and the Basic Clearing Member to the Elementary Proprietary Standard Agreement established between Eurex Clearing AG and the new Direct Clearing Member. The Basic Clearing Member hereby accepts this transfer. The novation shall become effective as of the end of the Replacement

Period or at such earlier time at which Eurex Clearing AG determines that the Clearing Agent Replacement Requirements are satisfied.

- (c) If the DCM Requirements are satisfied by the end of the Replacement Period, the existing Basic Clearing Member Clearing Agreement and the relevant Basic Clearing Member Standard Agreement shall terminate at the end of the Replacement Period, or at such earlier time at which Eurex Clearing determines that the Clearing Agent Replacement Requirements are satisfied.
- (d) When the DCM Requirements are satisfied by the end of the Replacement Period, or at such earlier time at which Eurex Clearing AG determines that the DCM Requirements are satisfied, the following shall apply:
- (i) All Basic Clearing Member Transactions under the relevant Basic Clearing Member Standard Agreement shall without any further action not form part of the Basic Clearing Member Standard Agreement anymore and shall be included in the Elementary Proprietary Standard Agreement established between Eurex Clearing AG and the new Direct Clearing Member. The Basic Clearing Member Transactions shall be booked on an Own Account of the new Direct Clearing Member and shall constitute Own Transactions.
- (ii) All Redelivery Claims relating to Eligible Margin Assets in the form of cash actually paid to Eurex Clearing AG in respect of Basic Clearing Member Margin and Basic Clearing Member Variation Margin under the relevant Basic Clearing Member Standard Agreement shall without any further action not form part of the Basic Clearing Member Standard Agreement anymore and shall be included in the Elementary Proprietary Standard Agreement between Eurex Clearing AG and the new Direct Clearing Member.
- (iii) If Eligible Margin Assets in the form of Securities have been credited to the Basic Clearing Member Pledged Securities Account, all such Securities shall be transferred to the relevant Pledged Securities Account of the new Direct Clearing Member in accordance with the following provisions:
1. If the Basic Clearing Member Pledged Securities Account is maintained in the name of the Basic Clearing Member, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Basic Clearing Member, the relevant collateral location to transfer such Securities to the relevant Pledged Securities Account of the new Direct Clearing Member. The Basic Clearing Member hereby irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Basic Clearing Member that Eurex Clearing AG considers necessary or expedient to effect the transfer of the such Securities.
 2. If the Basic Clearing Member Pledged Securities Account is maintained in the name of the Clearing Agent of the relevant Basic Clearing Member and the Basic Clearing Member holds title in such Securities, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Clearing Agent, the relevant collateral location to transfer such

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Securities to the relevant account, which has to qualify as a Basic Clearing Member Pledged Securities Account, specified by the new Direct Clearing Member for the purpose of providing Margin. Such transfer shall be without prejudice to the security interest granted to Eurex Clearing AG in the relevant Securities. The Clearing Agent hereby also irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Clearing Agent that Eurex Clearing AG considers necessary or expedient to effect the transfer of the relevant Securities.

3. If the Basic Clearing Member Pledged Securities Account is maintained in the name of a Third Party Account Holder, Eurex Clearing AG shall instruct, either in its own name or on behalf of the Third Party Account Holder, the relevant collateral location to transfer such Securities to the relevant Pledged Securities Account of the new Direct Clearing Member in accordance with the Third Party Account Holder Authorisation.

[...]

11.2.5 If neither the DCM Requirements nor the Clearing Agent Replacement Requirements are satisfied by the end of the Replacement Period, Number 11.3 shall apply.

11.2.6 Each Basic Clearing Member may designate in advance by notice to Eurex Clearing AG another Clearing Agent as a potential Replacement Clearing Agent. The Clearing Agent so designated assumes no obligation to accept a Replacement. Eurex Clearing AG may provide for further or alternative procedures for the transfer of any assets that it deems necessary taking into account applicable laws with respect to any such Replacement.

~~11.2.7 If Eligible Margin Assets in the form of Securities have been credited to a Basic Clearing Member Pledged Securities Account maintained in the name of the Affected Clearing Agent and the Basic Clearing Member holds title in such Securities, Eurex Clearing AG shall instruct the relevant settlement location to transfer such Securities to the relevant account(s) specified (i) in the case of a Replacement pursuant to Number 11.2.3, by the Replacement Clearing Agent (acting on behalf of the Basic Clearing Member) for the purpose of providing Basic Clearing Member Margin at the time when the Clearing Agent Replacement Requirements are fulfilled or (ii) in the case of a Replacement pursuant to Number 11.2.4, by the new Direct Clearing Member for the purpose of providing Margin at the time when the DCM Requirements are fulfilled. Such transfer shall be without prejudice to the security interest granted to Eurex Clearing AG in the relevant Securities. The Clearing Agent hereby also irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG to take all acts on behalf of the Clearing Agent that Eurex Clearing AG considers necessary or expedient to effect the transfer of the relevant Securities.~~

11.2.7~~8~~ In respect of each Basic Clearing Member Standard Agreement to which the Replacement relates, Eurex Clearing AG shall:

[...]

11.2.8~~9~~ During the Replacement Period:

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- (i) the Clearing of new Basic Clearing Member Transactions under each Basic Clearing Member Standard Agreement of the Affected Clearing Agent's Basic Clearing Members shall be suspended unless Eurex Clearing AG permits otherwise;
- (ii) all Redelivery Claims of the Affected Clearing Agent's Basic Clearing Members with respect to Basic Clearing Member Margin in the form of cash and Basic Clearing Member Variation Margin shall be deferred (*gestundet*); and
- (iii) Eurex Clearing AG shall not be obliged to provide any Basic Clearing Member Variation Margin to the Affected Clearing Agent's Basic Clearing Members.

11.2.910 In the case of a Replacement, Eurex Clearing shall release the Contributions of the Affected Clearing Agent to the Clearing Fund that are attributable to the Affected Clearing Agent acting as Clearing Agent for the Basic Clearing Member without undue delay (*unverzüglich*) following receipt of the Contributions to the Clearing Fund from the Replacement Clearing Agent or the new Direct Clearing Member, as applicable.

11.3 Termination of Basic Clearing Member Standard Agreement

11.3.1 Upon the occurrence of a Termination Event or an Insolvency Termination Event with respect to a Clearing Agent, unless a Replacement pursuant to Number 11.2 has already been completed, Eurex Clearing AG shall be entitled to terminate the Basic Clearing Member Clearing Agreement (including the Basic Clearing Member Standard Agreement) by submitting a Basic Clearing Member Termination Notice to the Basic Clearing Member (with a copy to the Affected Clearing Agent) specifying the date and time on which the termination shall occur.

11.3.2 The relevant Basic Clearing Member Standard Agreement shall also terminate:

- (i) if ~~Eurex Clearing AG has not received a the relevant Basic Clearing Member has not made a~~ Replacement Election ~~Notice~~ or a DCM Election ~~Notice~~ prior to the end of the Replacement Period, with effect as of the end of the Replacement Period;
- (ii) if ~~Eurex Clearing AG has received a the relevant Basic Clearing Member has made a~~ Replacement Election ~~Notice~~ or a DCM Election ~~Notice~~, but the Clearing Agent Replacement Requirements or the DCM Requirements, respectively, are not satisfied prior to the end of the Replacement Period, with effect as of the end of the Replacement Period;
- (iii) if ~~Eurex Clearing AG has received a the relevant Basic Clearing Member made a~~ Termination Election ~~Notice~~ prior to the end of the Replacement Period, with effect as of the time of receipt of such Termination Election Notice by Eurex Clearing AG.

[...]
