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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 1 General Provisions**

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#### **1.7 Obligations with regard to the Tax Legislation of the United States of America**

- (1) Clearing Members and Non-Clearing Members admitted to trading on Eurex Deutschland agree to provide, upon request by Eurex Deutschland, the U.S. Internal Revenue Service (the "Service") or any grand jury properly convened within the United States with any data, books or papers related to transactions which are concluded at Eurex Deutschland. Such requests will be made by Eurex Deutschland whenever it receives a written request, summons or subpoena to produce such information from the Service or from any grand jury.
- (2) Clearing Members and Non-Clearing Members admitted to trading on Eurex Deutschland agree to comply, with the reporting requirements under section 6045 of the United States Internal Revenue Code of 1986 and the regulations thereunder if such requirements are applicable to such Clearing Members and Non-Clearing Members.
- (3) Clearing Members and Non-Clearing Members admitted to trading on Eurex Deutschland consent to Eurex Deutschland or Eurex Frankfurt AG – which is the exchange operating company – submitting any information described in Sentence 1 of Paragraph (1) to the Service upon its request or to another authority within the United States as specified in such request. Clearing Members and Non-Clearing Members submitting personal data within the meaning of the German Federal Data

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## Clearing Conditions for Eurex Clearing AG

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Protection Act (*Bundesdatenschutzgesetz der Bundesrepublik Deutschland*) to Eurex Deutschland or Eurex Frankfurt AG, shall ensure, that Eurex Deutschland and Eurex Frankfurt AG are authorised to submit such data to comply with Eurex Deutschland's obligations as a "qualified board or exchange" to authorities in the United States.

- (4) As soon as Eurex Deutschland, Eurex Frankfurt AG or the Service notify Eurex Clearing AG of a Clearing Member or a Non-Clearing Member not complying with its obligations under Paragraphs (1) and (2), Eurex Clearing AG shall immediately notify the respective Clearing Member or the respective Non-Clearing Member and its Clearing Member of such fact. Upon receipt of such notification of Eurex Clearing AG according to Sentence 1, (i) in case of a non-compliant Clearing Member, the right of this Clearing Member to participate in the clearing of Own Transactions and Customer-Related Transactions (as defined in Chapter I Part 1 Number 1.2.3 Paragraphs (1) and (2)) concluded at Eurex Deutschland, and the right to participate in the clearing of other Eurex Transactions (as defined in Chapter I Part 1 Number 1.1.2 Paragraph (1) and (ii) in case of a non-compliant Non-Clearing Member, the right of this Non-Clearing Member and the respective Clearing Member to participate in the clearing of NCM-Related Transactions (as defined in Chapter I Part 1 Number 1.2.3 Paragraph (3)) concluded at Eurex Deutschland on behalf such non-compliant Non-Clearing Member, and the right to participate in the clearing of other Eurex Transactions on behalf such non-compliant Non-Clearing Member shall immediately be suspended. Such suspension includes the conclusion of any new Eurex Transactions from the point in time of receipt of such notification (other than transactions undertaken to close, transfer or exercise any position or Transaction of such Clearing Member or Non-Clearing Member that exists at the time of such notification). Eurex Clearing AG shall notify the Management Board of Eurex Deutschland of such suspension. The suspension shall be revoked by way of notification by Eurex Clearing AG vis-à-vis the respective Clearing Member or the respective Non-Clearing Member and its Clearing Member as soon as the respective party provides proof to Eurex Clearing AG that the obligations according to Paragraphs (1) and (2) have been fulfilled. Any obligations of the involved parties arising from the clearing relationship shall continue to exist even during the period of suspension.

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