
CHAPTER I AND II WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED.

DELETIONS ARE CROSSED OUT.

[...]

Chapter I General Provisions

[...]

Part 1 General Clearing Provisions

1 General Rules

[...]

1.8 No Clearing of FX Options Transactions for U.S. Persons

1.8.1 In relation to FX Options Transactions, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that, at the time it enters into a Clearing Agreement or the Relevant ICM Documentation and when entering into a FX Options Transaction, it (i) has implemented appropriate internal procedures to monitor its own, its Registered Customers', its Non-Clearing Member's and its Customers' status as a U.S. Person and (ii) will not effect on the Eurex Exchanges or otherwise directly or indirectly submit any Own Transaction, RC-Related Transaction, NCM-Related Transaction or Customer-Related Transaction for clearing to Eurex Clearing AG, if the Clearing Member, the Registered Customer, the Non-Clearing Member and/or the Clearing Member's Customer for which the FX Options Transaction is submitted qualifies as U.S. Person. Number 7.2.1 (2) shall apply accordingly.

Clearing Conditions for Eurex Clearing AG

“U.S. Person” shall have the meaning given to such term in the “Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations,” (78 Fed. Reg. 45,292, Jul. 26, 2013) by the Commodities Futures Trading Commission (the “CFTC”) within its jurisdiction pursuant to Section 722(d) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended or otherwise interpreted in writing by the CFTC from time to time.

1.8.2 The Clearing Member shall promptly inform Eurex Clearing AG if it becomes aware that any representation under Clause 1.8.1 – irrespective of whatever reason - ceases to be true. In case of Customer-Related Transactions, the Clearing Member shall also specify any FX Options Transaction which was cleared for a Customer qualifying as a U.S. Person.

1.8.3 In relation to FX Options Transactions, each of the Registered Customer and the Non-Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (selbständiges, verschuldensunabhängiges Garantieverprechen) to Eurex Clearing AG that at the time it enters into a Clearing Agreement or the Relevant ICM Documentation and when entering into a FX Options Transaction, it (i) has implemented appropriate internal procedures to monitor its own and its customers’ status as a U.S. Person and (ii) will not effect on the Eurex Exchanges or otherwise directly or indirectly submit any own transactions or customer related transactions for clearing to Eurex Clearing AG, if the Registered Customer and/or the Non-Clearing Member and/or any of its customers for which the FX Options Transaction is submitted qualifies as a U.S. Person.

1.8.4 Each Registered Customer and each Non-Clearing Member shall promptly inform Eurex Clearing AG if the Registered Customer or Non-Clearing Member (as the case may be) becomes aware that any representation under Clause 1.8.3 – irrespective of whatever reason - ceases to be true. In case customer related transactions of the relevant Registered Customer or the Non-Clearing Member (as the case may be) are affected, the Registered Customer and/or the Non-Clearing Member shall also specify any FX Options Transaction which was cleared for a customer qualifying as U.S. Person.

[...]

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

[...]

Part 2 Clearing of Future Contracts

[...]

2.19.2 Final Settlement Price

The final settlement price is determined by EUREX CLEARING AG on the final settlement date (Number 1.~~4819~~.4 of the Eurex Contract Specifications) at ~~4615~~:00 CET. The final settlement price corresponds to the volume-weighted average of the prices of all Transactions executed during the final trading minute, provided that in such period of time more than 5 transactions have been executed. In all other cases, the final settlement price shall be determined on the basis of the average mid-price of the last displayed bid ask spot prices over a one minute interval ending at ~~4615~~.00 CET as published by the data service provider designated by EUREX CLEARING AG. If a determination of the final settlement price pursuant to the aforementioned rules is not possible or if the calculated price does not reflect the real market situation, EUREX CLEARING AG will determine the final settlement price.

[...]