
CHANGES ARE MARKED AS FOLLOWS:

AMENDMENTS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

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

[...]

Part 2 Clearing of Futures Contracts

The following Numbers shall rule the Clearing of transactions of Futures contracts which have been named in Number 1 of the Contract Specifications for Futures contracts and Options contracts at Eurex Deutschland and Eurex Zürich.

[...]

2.3 Clearing of Fixed Income Futures contracts

The following Numbers shall rule the Clearing of transactions of Futures contracts which have been named in Number 1.2 of the Contract Specifications for Futures contracts and Options contracts at Eurex Deutschland and Eurex Zürich.

[...]

2.3.5 Default

- (1) For default or technical default, the regulations pursuant Chapter I Number 7.1 or Number 7.2 apply mutatis mutandis.
- (2) In the event that a Clearing Member which is obligated to deliver is in default and fails to deliver the bonds notified by it on the delivery day and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall be entitled to take the following measures:
 - Eurex Clearing AG is entitled to obtain by means of securities lending the notified bonds and deliver them to the Clearing Member which did not receive delivery in a timely manner.

- Eurex Clearing AG is entitled to designate from the basket of deliverable bonds bonds other than those notified as bonds to be delivered and to deliver such bonds to the Clearing Member which did not receive delivery in a timely manner. The Clearing Member in default has to deliver the bonds designated by Eurex Clearing AG. Eurex Clearing AG is entitled to obtain the notified bonds by means of securities lending and deliver them to the Clearing Member which did not receive delivery in a timely manner.
- In the event that the bonds to be delivered are not delivered to Eurex Clearing AG as part of the standard transfer arrangement of the respective bank for central depository of securities or of the custodian or Central Securities Depository by the fifth Business day after the delivery day, Eurex Clearing AG shall be entitled to make a replacement purchase with respect to the undelivered bonds. The replacement purchase is to be carried out through a replacement transaction on a stock exchange on the fifth Business day after the delivery day.

Eurex Clearing AG will deliver the bonds acquired through such replacement transaction to the Clearing Member which did not receive delivery in a timely manner.

- (3) Measures set forth in Paragraph 2 are binding on the Clearing Member which did not receive delivery in a timely manner.
- (4) Any costs arising from the measures taken in accordance with Paragraph 2 must be paid by the defaulting Clearing Member.
- (5) Furthermore, Eurex Clearing AG will charge the defaulting Clearing Member a contractual penalty. The contractual penalty shall be calculated as follows:

Eurex Clearing AG is entitled to a contractual penalty from the defaulting Clearing Member until delivery is made by the defaulting Clearing Member or until a replacement purchase is made by Eurex Clearing AG on the fifth Business day. In addition, Eurex Clearing AG will charge a contractual penalty until delivery is made

- In an amount of 0.40 % of the nominal value of the defaulting delivery and business day for Euro-fixed Futures contracts; ~~provided that the defaulting Clearing Member delivers the~~ owed bonds of the Federal Republic of Germany on the delivery day on the second same-day settlement booking procedure of Clearstream Banking AG, the aforementioned penalty will be reduced down to 0.04 % of the nominal value of the defaulting delivery;
- ~~in~~ an amount of 0.85 % of the nominal value of the defaulting delivery and per business day for CONF Futures contracts.

Furthermore, Eurex Clearing AG will raise a penalty per calendar day in the amount of a percentage of the counter value of the bonds notified for delivery; the percentage is based on the interest rate customary on the money market and is to be announced by Eurex Clearing AG in advance.

- (6) The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in a timely manner to claim further damages shall remain unaffected.

[...]