

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 1

CHAPTER I, IV, VI, VIII, IX AND APPENDICES 1, 8 AND 9
OF THE CLEARING CONDITIONS OF EUREX CLEARING AG
WILL BE AMENDED.

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Chapter I of the Clearing Conditions of Eurex Clearing AG

[...]

Part 1 General Clearing Provisions

1 General Rules

[...]

1.5 EMIR Risk Committee

[...]

1.5.2 “**EMIR Matters**” shall be the following risk-related matters beyond daily-operations if and to the extent they may have an impact on the risk management of Eurex Clearing AG:

[...]

(6) all other matters beyond daily-operations which may have an impact on the risk management of Eurex Clearing AG including, but not limited to, material changes to the Clearing Conditions, such as (without limitation)

(i) to the provisions regarding the ~~Clearing Fund~~ Default Fund (as in particular defined in Number 6);

[...]

1.5.3 The Executive Board shall seek advice from the EMIR Risk Committee with respect to the following “**Consultation Matters**” (and together with the EMIR Matters the “**Relevant Matters**”):

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 2

[...]

- (2) material revisions and adjustments to Eurex Clearing AG's policies used to test its margins, ~~Default Fund default fund~~ and other financial resources methodologies and framework for calculating liquid financial resources;

[...]

2 Clearing Members

2.1 Clearing License

[...]

2.1.2 General Prerequisites for Clearing Licenses

[...]

- (5) The applicant shall provide evidence for compliance with the following requirements:

[...]

- (d) Payment of the Contribution to the ~~Clearing Fund~~Default Fund in accordance with Number 6.1.

[...]

2.1.3 Prerequisites for Governmental Entities and Supranational Organisations

[...]

- (2) Applicants within the meaning of Paragraph (1) are required to fulfil the general prerequisites set out in Number 2.1.2 Paragraphs (3) to (6) and the special prerequisites for the relevant Transaction Type, unless they have been exempted in whole or in part from the fulfilment of these prerequisites by Eurex Clearing AG.

Applicants within the meaning of Paragraph (1) (a) to (d) may in particular be exempted from the requirement to:

[...]

- (c) pay Contributions to the ~~Clearing Fund~~Default Fund pursuant to Number 2.1.2 Paragraph (5) (d);

[...]

6 ~~Clearing Fund~~Default Fund

Eurex Clearing AG maintains the general ~~clearing fund~~Default Fund regulated by this Number 6 which relates to Transactions pursuant to Chapters II through VII, Chapter VIII Part 2 and, unless otherwise specified in Chapter IX, Chapter IX (the "**Clearing**

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 3

FundDefault Fund) to cover the **Clearing FundDefault Fund** Secured Claims (as defined in Number 6.2). The **Clearing FundDefault Fund** is not a legal person.

6.1 Contributions to the **Clearing FundDefault Fund**

6.1.1 Contributions and Calculation of the Contributions to the **Clearing FundDefault Fund**

- (1) Notwithstanding any Margin Requirement applicable to the Clearing Member in accordance with the Clearing Conditions, (i) each Clearing Member and (ii) subject to Number 9 of the Basic Clearing Member Provisions, each Clearing Agent separately with respect to each of its Basic Clearing Members, shall pay contributions to the **Clearing FundDefault Fund** as further set out in this Number 6 (a contribution pursuant to (i) a “**CM Contribution**”, each contribution pursuant to (ii) a “**BCM Contribution**” and each such contribution to the **Clearing FundDefault Fund** a “**Contribution**”).

[...]

6.1.2 Provision of the Contributions to the **Clearing FundDefault Fund**

- (1) The Clearing Members and Clearing Agents shall provide the Contributions to the **Clearing FundDefault Fund** in cash amounts and/or in Securities accepted by Eurex Clearing AG by way of a transfer of all rights, title and interest in respect of such cash amounts and/or Securities to Eurex Clearing AG using the security accounts with Clearstream Banking AG or Clearstream Banking S.A., unless otherwise specified below. In Xemac the relevant transfer is effected by labelling the relevant Securities with “pledge” by way of Earmarking. For Contributions provided in the form of cash amounts, Numbers 3.4.4 and 3.4.5 of these General Clearing Provisions apply *mutatis mutandis*, and for Contributions provided in the form of Securities, Part 3 Subpart A Numbers 16.1, 16.2 and 16.4 apply *mutatis mutandis*.
- (2) In case the Clearing Member or Clearing Agent provides Contributions in the form of Swiss intermediated securities, the Clearing Member or Clearing Agent shall transfer the Swiss intermediated securities to the relevant pledged securities account maintained with SIX SIS AG exclusively in favor of Eurex Clearing AG (“**Swiss Clearing FundDefault Fund Pledged Securities Account**”).

The Clearing Member or Clearing Agent shall instruct SIX SIS AG in a timely manner to transfer the relevant Swiss intermediated securities to the Swiss **Clearing FundDefault Fund** Pledged Securities Account and inform Eurex Clearing AG of such transfer. In relation to voting rights or other optional rights, which may arise from the Swiss intermediated securities, Number 6.6.1 (2) of the Elementary Clearing Model Provisions applies accordingly.

The security purpose (*Sicherungszweck*) of the pledges granted to Eurex Clearing AG in relation to the Swiss intermediated securities is to secure all **Clearing FundDefault Fund** Secured Claims.

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 4

[...]

In the pledge agreement in the form appended to the Clearing Conditions or in such form as may be required by Eurex Clearing AG, the Clearing Member or the Clearing Agent will grant a pledge to Eurex Clearing AG over all Swiss intermediated securities which are at present or will in the future be credited to the Swiss **Clearing FundDefault Fund** Pledged Securities Account.

- (3) If a Clearing Member or Clearing Agent does not provide the relevant Contribution or Further Contribution (as defined in Number 6.3) within five Business Days in full, Eurex Clearing AG shall be entitled to collect the (outstanding parts of the) relevant (Further) Contributions to the **Clearing FundDefault Fund** from the relevant Clearing Member or Clearing Agent in accordance with the daily cash clearing procedure pursuant to Number 1.4.1.

6.1.3 **Eurex Clearing AG's dedicated own resources to the **Clearing FundDefault Fund****

Eurex Clearing AG will dedicate own resources to the **Clearing FundDefault Fund** (the "**Dedicated Amount**") to be used if a Termination Date with respect to one or more Clearing Members or a Basic Clearing Member Termination Date with respect to one or more Basic Clearing Members occurs. The Dedicated Amount will be published on the website of Eurex Clearing AG (www.eurexclearing.com).

6.2 **Realisation of the **Clearing FundDefault Fund****

Eurex Clearing AG shall have a claim for payment of the **Clearing FundDefault Fund** Secured Claims (as defined below) against (i) the Affected Clearing Member and (ii) any other Clearing Member (including, for the avoidance of doubt, any other Clearing Member that is a Clearing Agent), provided that the claims under (ii) shall only become due following a Realisation Event (as defined below) and shall only be payable out of the Contributions and, subject to this Number 6.2 and Number 6.3, the Further Contributions; the order of priority set forth in Number 6.2.1 applies.

[...]

The "**Clearing FundDefault Fund Secured Claims**" shall be all claims of Eurex Clearing AG for payments of amounts which are necessary to cover the losses and financial consequences of the occurrence of a Termination or Basic Clearing Member Termination with respect to all relevant Liquidation Groups and/or Terminated Transactions (as defined in Number 7.5) within the scope of the **Clearing FundDefault Fund** and, in particular, any outstanding Difference Claim(s) (as defined in Number 8.3.2 of the Elementary Clearing Model Provisions, Subpart A Number 7.3.2 of the Individual Clearing Model Provisions, Number 8.4.2 of the Net Omnibus Clearing Model Provisions, Number 8.6.3 of the U.S. Clearing Model Provisions and Number 10.5.2 of the Basic Clearing Member Provisions) of Eurex Clearing AG against the Affected Clearing Member (including, in the case of a FCM Clearing Member, any claims of Eurex Clearing AG against such FCM Clearing Member under its FCM Clearing Member Guarantee) or its relevant Basic Clearing Member, respectively.

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 5

[...]

- 6.2.1 In the case of a Realisation Event, the (Further) Contributions will be realised (with respect to Interim Participants as modified by the specific provisions set out in Subpart A Number 15 of the Individual Clearing Model Provisions) in accordance with the following order of priority with respect to each “**Relevant Liquidation Group**”, i.e. each Liquidation Group (as defined in Number 7.5.1) to which Terminated Transactions (as defined in Number 7.5) belong (whereby each Paragraph (1) to (12) of such order of priority shall be applied to all Relevant Liquidation Groups simultaneously before, in each case, the respective next paragraph is applied and whereby all Terminated Transactions which do not form part of any Liquidation Group shall collectively be treated as one “**Relevant Liquidation Group**” ~~within the scope of the Clearing Fund~~ for the purposes of this Number 6):

[...]

- 6.2.2 If, subsequent to a realisation of the ~~Clearing Fund~~Default Fund, an Affected Clearing Member or Affected BCM makes a payment to Eurex Clearing AG to fulfil the ~~Clearing Fund~~Default Fund Secured Claims, or if the ~~Clearing Fund~~Default Fund Secured Claims are otherwise discharged, after Eurex Clearing AG has realised the Dedicated Amount or Non-Affected CM Contributions (or CM Further Contributions) or Non-Affected BCM Contributions (or Non-Affected BCM Further Contributions) to the ~~Clearing Fund~~Default Fund, Eurex Clearing AG shall use the funds received in order to (i) repay the realised CM Further Contributions and Non-Affected BCM Further Contributions to the relevant Clearing Member(s) and Clearing Agent(s), respectively, (ii) repay the realised Non-Affected CM Contributions and Non-Affected BCM Contributions to the ~~Clearing Fund~~Default Fund to the relevant Clearing Member(s) and Clearing Agent(s), respectively, (iii) reinstate the realised Dedicated Amount and (iv) repay the realised Affected BCM Contributions (and Affected BCM Further Contributions) to the BCM Affected Clearing Member. The payments by Eurex Clearing AG shall be made in reverse order of Number 6.2.1 and shall in the aggregate be limited to the amounts received by Eurex Clearing AG.

**6.3 Further Contributions to the ~~Clearing Fund~~Default Fund (Assessments);
Replenishment of Contributions to the ~~Clearing Fund~~Default Fund**

- 6.3.1 If, following a Realisation Event, Eurex Clearing AG determines that the Contributions may not be sufficient to cover the respective claims secured by the ~~Clearing Fund~~Default Fund in accordance with Number 6.2.1 above, it shall at its discretion be entitled to require within a Capped Period, by making one or several demands:

[...]

The BCM Affected Clearing Member and the Non-Affected Clearing Members shall, subject to the Liability Cap, be obliged to make such Further Contributions to the ~~Clearing Fund~~Default Fund, in each case as soon as possible but no later than one Business Day following receipt of Eurex Clearing AG’s demand.

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 6

The “**Liability Cap**” with respect to each of the Affected BCM Further Contributions, the Non-Affected BCM Further Contributions and the CM Further Contributions shall be two times the related originally applicable Contribution Requirement to the ~~Clearing Fund~~Default Fund and shall apply for the relevant Capped Period.

A “**Capped Period**” shall, with respect to the ~~Clearing Fund~~Default Fund, be a period of twenty (20) Business Days which shall commence on the Termination Date or the Basic Clearing Member Termination Date and which, if one or more further Termination Date(s) or Basic Clearing Member Termination Date(s) occur within such twenty (20) Business Day period shall, in the case of each such further Termination Date or Basic Clearing Member Termination Date, be extended by twenty (20) Business Days from (and including) the relevant further Termination Date or further Basic Clearing Member Termination Date, subject to a maximum duration of three (3) months. If, following the occurrence of a Termination Date or a Basic Clearing Member Termination Date, the ~~Clearing Fund~~Default Fund will not be realised, the Capped Period shall end upon finalisation of the default management process with respect to such Termination Date or such Basic Clearing Member Termination Date as notified by Eurex Clearing AG to the Clearing Members.

[...]

Without undue delay after the end of each Capped Period each Non-Affected Clearing Member shall be obliged to replenish the ~~Clearing Fund~~Default Fund up to the relevant Contribution Requirements; this shall not apply if (i) a Non-Affected Clearing Member has terminated all its Clearing Licenses and such terminations have become effective before such replenishment obligation has become due and (ii) if the Basic Clearing Member Clearing Licenses of all Basic Clearing Members of the Non-Affected Clearing Member (in its capacity as a Clearing Agent) have been terminated and such terminations have become effective before such replenishment obligation has become due.

[...]

6.3.2 Where Eurex Clearing AG requires Further Contributions, Eurex Clearing AG will allocate further own funds to the ~~Clearing Fund~~Default Fund (“**Further Dedicated Amount**”). Eurex Clearing AG will determine the Further Dedicated Amount separately for each Liquidation Group. The Further Dedicated Amount is determined by reference to the pro rata amount of Further Contributions actually delivered to Eurex Clearing AG as set out in item (III) of Number 6.2.1 (ix). Eurex Clearing AG will allocate a Further Dedicated Amount to the ~~Clearing Fund~~Default Fund up to a maximum amount of EUR 300.000.000. Such maximum amount shall cover all future Realisation Events irrespective of whether they occur within one or more Capped Period.

6.4 **Release of the Contributions to the ~~Clearing Fund~~Default Fund**

If all Clearing Licenses of a Clearing Member or all Basic Clearing Member Clearing Licenses of a Basic Clearing Member of such Clearing Member (acting in its capacity as a Clearing Agent) have been terminated, Eurex Clearing AG shall release the relevant

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 7

Contributions of the respective Clearing Member to the ~~Clearing Fund~~Default Fund as follows:

[...]

7 Termination Rules with respect to the Clearing Member

[...]

7.3 Consequences of a Termination

[...]

7.3.4 Upon the occurrence of a Termination with respect to a Clearing Member, all Clearing Agreements to which such Clearing Member is a party shall terminate upon all Difference Claims have been paid in full in cash or otherwise been satisfied in full as determined by Eurex Clearing AG (irrespective whether or not this results from an enforcement of Margin or a use of Contributions to the ~~Default Fund Clearing Funds~~) and upon the effective release of the Contributions to the ~~Default Fund Clearing Funds~~ in accordance with the Clearing Conditions.

[...]

7.5 Default Management Process

[...]

7.5.3 Establishment of Transactions by way of independent trades or by conducting DM Auctions

[...]

(3) General Provisions

Unless otherwise provided in (4) to (68), the following provisions shall apply:

[...]

(v) Each Mandatory Participant that does not submit a valid Mandatory Bid for an Auction Unit (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) during such DM Auction, is a "Non-Bidding Participant". A Non-Bidding Participant shall be subject to the following contractual penalty which shall be paid in accordance with Number 1.4.1:

[...]

(b) if, following a Realisation Event in relation to the relevant Affected Clearing Member (but not with respect to any other Realisation Event) the Contributions of the Non-Affected Clearing Members to the ~~Clearing Fund~~Default Fund are realised, the Contributions of the Non-Bidding

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 8

Participant (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) shall in such DM Auction, in accordance with Number 6.2.1, be realised prior to the Contributions of the other Non-Affected Clearing Members to the ~~Clearing Fund~~Default Fund; and

[...]

(4) Special provisions relating to OTC Interest Rate Derivative Transactions

[...]

- (iii) Each Mandatory Participant that does not submit a Sufficient Bid for the relevant Auction Unit in accordance with the DM Auction Rules during the relevant DM Auction shall be subject to the following contractual penalty:
 - (a) If the Mandatory Participant submits an Insufficient Bid and if, following a Realisation Event in relation to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), the Contributions of the Non-Affected Clearing Members to the ~~Clearing Fund~~Default Fund are realised, the Contributions of the Mandatory Participants (in respect of all their capacities as Clearing Members and Clearing Agents, as applicable) submitting an Insufficient Bid shall in such DM Auction, in accordance with Number 6.2.1, be realised prior to the Contributions of the other Non-Affected Clearing Members.
 - (b) If the Mandatory Participant submits a Medium Bid and if, following a Realisation Event with respect to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), the Contributions of the Non-Affected Clearing Members to the ~~Clearing Fund~~Default Fund are realised, the Contributions of the Mandatory Participants (in respect of all their capacities as Clearing Members and Clearing Agents, as applicable) submitting a Medium Bid shall in such DM Auction, in accordance with Number 6.2.1, be realised prior to the Contributions of the other Non-Affected Clearing Members, but simultaneously to the Contributions of those Mandatory Participants, who have submitted Insufficient Bids in such DM Auction, up to an amount which shall be calculated by Eurex Clearing AG as follows: the difference between (i) the winning Bid minus the product of 0.5 and the Auction Unit Margin Amount and (ii) the respective Medium Bid, such difference divided by the Auction Unit Margin Amount and subsequently multiplied by the relevant Mandatory Participant's Contributions. Any remainder of the Contributions of the Mandatory Participant submitting a Medium Bid shall be considered as Contributions of a Non-Affected Clearing Member.
- (iv) If a Mandatory Participant does not submit a Mandatory Bid for any relevant Auction Unit in accordance with the DM Auction Rules during such DM Auction (an "IRS Non-Bidding Participant"), the IRS-Non-Bidding Participant shall pay to Eurex Clearing AG in accordance with Number 1.4.1, an amount which shall be

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 9

calculated by Eurex Clearing AG as follows: the fraction of (i) the IRS-Non-Bidding Participant's Contributions (in respect of all its capacities as a Clearing Member and a Clearing Agent, as applicable) with respect to the Relevant Liquidation Group and in the relevant currency (numerator) and (ii) the aggregate sum of all Contributions with respect to the Relevant Liquidation Group and in the relevant currency (denominator), such fraction, multiplied by 100 and further multiplied by EUR 500,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG), but subject to a maximum aggregate amount of EUR 5,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) per DM Auction. If, upon the occurrence of a Realisation Event, any Contributions of the IRS Non-Bidding Participant are realised, the amount calculated in accordance with the preceding sentence shall be reduced by the sum of the realised Contributions (but shall in no case be a negative amount). The provisions under Number 6.2.1 (5) and (6) shall apply accordingly with respect to the Contributions to the ~~Clearing Fund~~Default Fund of the relevant IRS Non-Bidding Participant. Any amount received by Eurex Clearing AG from the relevant IRS Non-Bidding Participant shall be added to, and forthwith be part of, the Dedicated Amount of Eurex Clearing AG in accordance with Number 6.1.3.

[...]

- (5) Special provisions relating to Eurex Bonds Transactions, under which the Affected Clearing Member acted as buyer, and Eurex Repo Transactions, under which the Affected Clearing Member acted as Cash Taker

[...]

- (v) If a Bonds Mandatory Participant submits a Mandatory Bid for a DM Bonds Auction which is below the Reference Price, Eurex Clearing AG may, subject to the following restrictions and following a Realisation Event in relation to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), realise the Contributions to the ~~Clearing Fund~~Default Fund of such Clearing Member prior to the Contributions to the ~~Clearing Fund~~Default Fund of the other Non-Affected Clearing Members.

[...]

If, following a Realisation Event with respect to the relevant Affected Clearing Member (but not with respect to any other Realisation Event), the Contributions to the ~~Clearing Fund~~Default Fund of the Non-Affected Clearing Members are realised, parts of the Contributions to the ~~Clearing Fund~~Default Fund of the Mandatory Participants whose Debits exceed the Credits shall be realised prior to the Contributions to the ~~Clearing Fund~~Default Fund of the other Non-Affected Clearing Members,

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 10

The amount of the Contributions to the ~~Clearing Fund~~Default Fund of the Bonds Mandatory Participant, which shall be realised prior to the Contributions to the ~~Clearing Fund~~Default Fund of the other Non-Affected Clearing Members, shall be calculated as follows: the product of (i) the fraction of (a) the sum of all Credits minus the sum of all Debits and Non-Bidding Debits and (b) the sum of the Additional Margin requirements for all Bonds Auction Units, for which the Bonds Mandatory Participant has submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted a Mandatory Bid, but failed to submit, and (ii) the parts of the Contributions to the ~~Clearing Fund~~Default Fund of the Bonds Mandatory Participant which is allocated to the Liquidation Group comprising the Eurex Bonds Transactions and the Eurex Repo Transactions.

[...]

- (vi) If a Bonds Mandatory Participant does not submit a Mandatory Bid for any Bonds Auction Unit in accordance with the DM Auction Rules during such DM Auction ("**Bonds Non-Bidding Participant**") and Contributions to the ~~Clearing Fund~~Default Fund of Non-Affected Clearing Members are realised, the Bonds-Non-Bidding Participant shall pay to Eurex Clearing AG in accordance with Number 1.4.1, an amount which shall be calculated by Eurex Clearing AG as follows: the lower amount of either (I) the product of (i) the fraction of (a) the sum of the Additional Margin requirements for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant did not submit a Mandatory Bid, and (b) the sum of the Additional Margin requirement for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted a Mandatory Bid, but failed to submit, and (ii) EUR 5,000,000, or (II) the sum of the Additional Margin requirement for all Bonds Auction Units within the relevant Liquidation Group for which the Bonds Mandatory Participant submitted a Mandatory Bid and for which the Bonds Mandatory Participant should have submitted a Mandatory Bid, but failed to submit. Such amount is limited to a maximum aggregate amount of EUR 5,000,000 (or the corresponding equivalent in any other Clearing Currency as determined by Eurex Clearing AG) with respect to the relevant Liquidation Group.

[...]

If, upon the occurrence of a Realisation Event, any Contributions to the ~~Clearing Fund~~Default Fund of the Bonds Non-Bidding Participant are realised, the amount calculated in accordance with this provision shall be reduced by the sum of the realised Contributions (but shall in no case be a negative amount).

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 11

7.5.4 Cash Settlement of a Liquidation Group

(1) Cash Settlement of Liquidation Group Transactions

[...]

A “**Liquidation Group Deficiency**” shall occur with respect to a Relevant Liquidation Group, if Eurex Clearing AG determines on the basis of its valuation models for the Terminated Transactions falling within the Relevant Liquidation Group that all Contributions and Further Contributions to the ~~Clearing Fund~~**Default Fund** would not be sufficient to settle all ~~Clearing Fund~~**Default Fund** Secured Claims relating to such Relevant Liquidation Group as of the time of determination by Eurex Clearing AG.

[...]

9 Termination Rules with respect to Eurex Clearing AG

[...]

9.3 The following events shall constitute a Failure to Pay Event or an Insolvency Event with respect to Eurex Clearing AG:

[...]

9.3.6 A “**Redelivery Default**” occurs if:

- (1) Eurex Clearing AG fails, when due, to perform a redelivery claim of a **Clearing Member**, a FCM Client or a Basic Clearing Member against Eurex Clearing AG with respect to (i) **Eligible Margin Assets** provided as cover, (ii) Contributions to the ~~Clearing Fund~~**Default Fund**, or (iii) collateral to cover a shortfall of own funds or equivalent regulatory capital as prerequisite for a Clearing License, or to release the relevant Securities in case of a pledge;

[...]

13 Termination of Clearing Agreements, Clearing Licenses and Basic Clearing Member Clearing Licenses

13.1 Termination of Clearing Agreements, Clearing Licenses and Basic Clearing Member Clearing Licenses

[...]

13.1.5 If a Basic Clearing Member Clearing Agreement has been terminated, Eurex Clearing shall release the Contributions of the Clearing Agent (that has been a party to such Basic Clearing Member Clearing Agreement) to the ~~Clearing Fund~~**Default Fund** that are attributable to this Clearing Agent acting as Clearing Agent for the Basic Clearing Member in respect of the Basic Clearing Member Transactions to which such Basic Clearing Member Clearing Agreement related, no later than four weeks after (i) in the case of Number 13.1.4, all such Basic Clearing Member Transactions have been closed

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 12

or settled and (ii) in the case of the appointment of a new Clearing Agent in respect of such Basic Clearing Member Transactions, such new Clearing Agent has made the Contributions to the ~~Clearing Fund~~Default Fund in respect of such Basic Clearing Member Transactions.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 13

Part 3 The Individual Clearing Model Provisions

[...]

Part 3 Subpart A: General Provisions for ICM-ECD and ICM-CCD

[...]

4 Internal Accounts of Eurex Clearing AG and the Clearing Member

[...]

4.1 Internal Accounts of Eurex Clearing AG

[...]

4.1.4 Use of Sub Pools

[...]

In case the Sub Pool Provisions apply, the Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG, that

[...]

- (ii) the ICM Client is willing to bear the potential economic risks and adverse effects which are related to a usage of Sub-Pools, in particular, without limitation, in terms of potentially higher Default Margin Requirements and Clearing Fund Default Fund Contribution requirements resulting from the operational treatment associated with the usage of Sub Pools.

[...]

8 Creation of Security Interests

[...]

8.1 Pledges

[...]

8.1.1 Pledge by the Clearing Member to Eurex Clearing AG

[...]

- (7) Unless the Interim Participation pursuant to and in accordance with Number 11 becomes effective, Eurex Clearing AG shall enforce its pledge pursuant to Paragraph (1) against the ICM Client only after the full realisation of all Contributions of all Clearing Members to the Clearing Fund Default Fund in accordance with the order of priority set out in Number 6.2 of the General Clearing Provisions.

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 14

[...]

11 Re-Establishment of Transactions upon request by ICM-Client

[...]

11.3 Interim Participation of the ICM Client

[...]

11.3.2 The following conditions (the “**Interim Participation Conditions**”) must be satisfied by the expiry of the ICM Porting Period to enable an Interim Participation of the ICM Client:

- (1) Eurex Clearing AG has received (i) all Interim Margin, (ii) all Interim Variation Margin, (iii) all Opening Margin, (iv) all Reimbursement Costs and (v) the ICM Client’s contribution to the ~~Clearing Fund~~Default Fund determined by Eurex Clearing AG in accordance with Number 11.3.5 Paragraph (6) and Number 6 of the General Clearing Provisions;

[...]

11.3.5 Further Terms and Conditions applicable during Interim Participation

[...]

- (6) The ICM Client is required to pay contributions to the ~~Clearing Fund~~Default Fund in accordance with Number 6 of the General Clearing Provisions subject to the modifications set out in Number 15.

[...]

14 ~~Clearing Fund~~Default Fund

For the purpose of the Individual Clearing Model Provisions and in addition to Number 6 of the General Clearing Provisions, the following provisions apply to all Clearing Members and ICM Clients while acting as Interim Participant under the Clearing Conditions pursuant to Number 11.1:

[...]

- (iii) all contributions to the ~~Clearing Fund~~Default Fund of a Clearing Member with respect to which a Termination has occurred shall be available to cover the ~~Clearing Fund~~Default Fund Secured Claims with respect to the financial consequences and losses of any one or more Terminations that may occur with respect to any of its ICM Clients while any such ICM Client is an Interim Participant and references in Number 6.2.1 of the General Clearing Provisions to the Affected Clearing Member shall therefore include that Clearing Member and the ICM Client acting as Interim Participant provided that the contributions of the ICM Client acting as Interim Participant to the ~~Clearing Fund~~Default Fund shall be used first and only thereafter the contributions of that Clearing Member;

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 15

[...]

Part 5 U.S. Clearing Model Provisions

[...]

7 ~~Default Fund~~ ~~Clearing Fund~~ Contributions for FCM Client Transactions

The FCM Clearing Member shall also pay Contributions to the ~~Default Fund~~ ~~Clearing Fund~~ with respect to all FCM Client Transactions under each FCM Client Standard Agreement in accordance with Chapter I Part 1 Number 6 of the Clearing Conditions. A FCM Client shall not be entitled or obliged to make contributions to the ~~Default Fund~~ ~~Clearing Fund~~.

[...]

Part 6 Basic Clearing Member Provisions

[...]

9 ~~Clearing Fund~~ ~~Default Fund~~ Contributions for Basic Clearing Member Transactions and DM Auctions

9.1 ~~Default Fund~~ ~~Clearing Fund~~ Contribution

9.1.1 The Clearing Agent shall make Contributions to the ~~Clearing Fund~~ ~~Default Fund~~ with respect to all Basic Clearing Member Transactions under each Basic Clearing Member Standard Agreement in accordance with Part 1 Number 6. For the avoidance of doubt, the Basic Clearing Member is in accordance with Article 2 Paragraph 14 of EMIR responsible for discharging the financial obligations arising from its participation in the Clearing as Basic Clearing Member. Accordingly, without imposing any additional obligations on the Basic Clearing Member, any failure to pay or deliver by the Clearing Agent with respect to the Contributions that have been determined by Eurex Clearing AG in relation to a Basic Clearing Member shall constitute a Basic Clearing Member Termination Event for the relevant Basic Clearing Member. For as long as any such failure continues to exist, Eurex Clearing AG may one or more times suspend or limit the Clearing of new Basic Clearing Member Transactions of such Basic Clearing Member in accordance with Number 10.2 and/or may terminate the clearing membership of the Basic Clearing Member by giving a Basic Clearing Member Termination Notice in accordance with Number 10.3.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 16

9.1.4 If, following a Realisation Event with respect to a Basic Clearing Member, the Contribution attributable to the Basic Clearing Member is not sufficient to cover the ~~Clearing Fund~~Default Fund Secured Claims against the Basic Clearing Member, Eurex Clearing AG is entitled at its discretion to require from the Clearing Agent of the Basic Clearing Member further Contributions in accordance with Part 1 Number 6.3. Those further Contributions shall be used to cover the ~~Clearing Fund~~Default Fund Secured Claims against the Basic Clearing Member in accordance with Part 1 Number 6, in particular, the order of priority set out in Part 1 Number 6.2.1.

[...]

10 Basic Clearing Member Termination Event

[...]

10.3.1 “**Basic Clearing Member Termination Event**” means

[...]

- (f) any failure to pay or deliver by the Clearing Agent with respect to the Contributions to the ~~Clearing Fund~~Default Fund determined by Eurex Clearing AG for the Basic Clearing Member pursuant to Number 9.1.1.

[...]

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

[...]

11.2.3 Replacement Election

[...]

- (a) “**Clearing Agent Replacement Requirements**” means all of the following requirements:

[...]

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

[...]

11.2.4 DCM Election

[...]

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

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 17

[...]

- (v) the Basic Clearing Member has made the Contribution to the ~~Clearing Fund~~Default Fund with respect to its capacity as the new Direct Clearing Member; and

[...]

11.2.9 In the case of a Replacement, Eurex Clearing shall release the Contributions of the Affected Clearing Agent to the ~~Clearing Fund~~Default 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~~Default Fund from the Replacement Clearing Agent or the new Direct Clearing Member, as applicable.

[...]

12 Replacement of Clearing Agent that is not an Affected Clearing Agent

[...]

12.3 In the case of a replacement of a Clearing Agent in accordance with this Number 12, Eurex Clearing shall, without undue delay (*unverzüglich*) following receipt of the Contributions to the ~~Clearing Fund~~Default Fund from the Replacement Clearing Agent, release the Contributions of the existing Clearing Agent to the ~~Clearing Fund~~Default Fund that are attributable to the existing Clearing Agent acting as Clearing Agent for the Basic Clearing Member in respect of the Basic Clearing Member Transactions to which such replacement relates.

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 18

Chapter IV of the Clearing Conditions of Eurex Clearing AG

[...]

Part 3 Special Conditions regarding the Clearing of GC Pooling Repo Transactions with holders of a Specific Repo License and corresponding GC Pooling Repo Transactions with Clearing Members

[...]

3.1 Specific Repo License

[...]

(6) The following provisions are not applicable to holders of a Specific Repo License:

[...]

- f) the ~~Default Fund Clearing Fund~~ contribution requirement pursuant to Chapter I Part 1 Number 6;

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 19

Chapter VI of the Clearing Conditions of Eurex Clearing AG

[...]

Part 1 General Provisions

[...]

1.2 **Default Fund~~Clearing Fund~~**

1.2.1 **Contribution to the Default Fund~~Clearing Fund~~**

Regardless of other margin provisions, each Clearing Member is obliged to pay a contribution to the Default Fund~~clearing fund~~ pursuant to Chapter I Part 1 Number 6.1.

1.2.2 **Realisation of the Default Fund~~Clearing Fund~~**

The realisation of a contribution to the Default Fund~~clearing fund~~ paid by a Clearing Member is subject to Chapter I Part 1 Number 6.2.

1.2.3 **Replenishment of Contributions to the Default Fund~~Clearing Fund~~**

The raising of contributions to the Default Fund~~Clearing Fund~~ shall be subject to Chapter I Part 1 Number 6.3.

1.2.4 **Release of the Contributions to the Default Fund~~Clearing Fund~~**

The release of contributions to the Default Fund~~clearing fund~~ shall be subject to Chapter I Part 1 Number 6.4.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 20

Chapter VIII of the Clearing Conditions of Eurex Clearing AG

[...]

Part 2 Clearing of OTC Interest Rate Derivative Transactions

2.1 General Provisions

[...]

2.1.7 ~~Default Fund~~**Clearing Fund**

Contributions to the ~~Default Fund~~ **Clearing Fund** are made in accordance with Chapter I Part 1 Number 6 and, if applicable, Chapter I Part 3 Subpart A Number 15 and Part 5 Number 7 or Chapter I Part 6 Number 9.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 21

Chapter IX of the Clearing Conditions of Eurex Clearing AG

[...]

Part 1 General Provisions

[...]

1.1 Clearing License

[...]

1.1.3 Specific Lender License

[...]

(6) The following provisions of Chapter I and this Chapter IX are not applicable to holders of a Specific Lender License:

[...]

(e) the ~~Default Fund~~~~Clearing-Fund~~ contribution requirement pursuant to Chapter I Part 1 Number 6;

[...]

Part 2 Terms and Conditions of Securities Lending Transactions

[...]

2.1 General Provisions of Securities Lending Transactions

[...]

2.1.5 Provision of Principal Collateral, Equivalent Principal Collateral and Pledge-Back Principal Collateral

[...]

(3) With respect to a Securities Lending Transaction between Eurex Clearing Borrower and a Lender Clearing Member (Pledge),

(a) the Lender Clearing Member (Pledge) (i) shall not be subject to a margin requirement pursuant to Number 1.3 with regard to such Securities Lending Transaction and (ii) shall not be required to pay Contributions to the ~~Default Fund~~~~Clearing-Fund~~ pursuant to Chapter I Part I Number 6.1.1 with regard to such Securities Lending Transactions, accordingly,

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 22

Appendix 1 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

between Eurex Clearing AG and a Clearing Member

[...]

7. Unless otherwise agreed between the Clearing Member and Eurex Clearing AG, the Clearing Member undertakes to enter into a pledge agreement with Eurex Clearing AG in the form appended to the Clearing Conditions as Appendix 8 (the “**Pledge Agreement**”) or in such form as may be required by Eurex Clearing AG in order to grant all pledges required pursuant to the following provisions of the Clearing Conditions:

[...]

- (2) Chapter I Part 1 Number 6.1.2 Paragraph (2) in order to make Contributions to the Default Fund~~Clearing Fund~~, if applicable; and

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 23

Appendix 8 to the Clearing Conditions of Eurex Clearing AG:

Pledge Agreement

relating to pledges of Eligible Margin Assets in the form of Securities

WHEREAS:

[...]

- (B) The Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing Margin in accordance with the Elementary Clearing Model Provisions or the Net Omnibus Clearing Model Provisions or Contributions to the ~~Default Fund~~Clearing Fund (in respect of itself or in its capacity as Clearing Agent for its Basic Clearing Members in accordance with the General Clearing Provisions), respectively. The Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or any relevant competent authority register, if such registration is required for the creation or enforceability of a security interest or if Eurex Clearing AG considers a registration of such security interest expedient.

[...]

2 Granting of Pledges

2.1 Securities Accounts

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 24

2.1.3 Swiss Securities Accounts

[...]

Securities Account number:

(the “**Swiss ~~Default Fund Clearing Fund~~ Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the ~~Default Fund Clearing Fund~~ in accordance with the General Clearing Provisions)

Securities Account number:

(each account specified (if any) a “**Swiss Clearing Agent Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the ~~Default Fund Clearing Fund~~ in accordance with the General Clearing Provisions and the Basic Clearing Member Provisions in the capacity as a Clearing Agent)

[...]

2.4 Pledges of Securities in Swiss Accounts

[...]

2.4.4 Contributions to the ~~Default Fund Clearing Fund~~/Swiss ~~Default Fund Clearing Fund~~ Pledged Securities Account

If the Swiss ~~Default Fund Clearing Fund~~ Pledged Securities Account has been established pursuant to Clause 2.1.3, in order to make Contributions to the ~~Default Fund Clearing Fund~~ in accordance with the General Clearing Provisions, the Clearing Member hereby pledges to Eurex Clearing AG Swiss intermediated securities which are at present or are in the future deposited in the Swiss ~~Default Fund Clearing Fund~~ Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss ~~Default Fund Clearing Fund~~ Pledged Securities Account.

2.4.5 Contributions to the ~~Default Fund Clearing Fund~~/Clearing Agent Pledged Securities Account(s)

[...]

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 25

2.5.3 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.4 shall secure all present and future ~~Default Fund~~~~Clearing Fund~~ Secured Claims of Eurex Clearing AG.

2.5.4 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.5 shall secure all present and future ~~Default Fund~~~~Clearing Fund~~ Secured Claims of Eurex Clearing AG in respect of all Basic Clearing Members of the Clearing Member acting as Clearing Agent.

[...]

2.8 Existing Pledges

[...]

2.8.4 With respect to securities credited to any accounts identified in Clause 2.1.3, Eurex Clearing AG hereby releases the respective pledges already granted over such Eligible Margin Assets pursuant to or in accordance with the Clearing Agreement and in connection with the Clearing Conditions in order to provide Margin or Net Omnibus Margin or in order to make Contributions to the ~~Default Fund~~~~Clearing Fund~~, subject to the conditions precedent that (i) all pledges pursuant to or in accordance with Clause 2.4 have been validly granted and, if relevant, duly registered with any relevant competent authority or register, (ii) a control agreement has been entered into between the Clearing Member, SIX SIS AG and Eurex Clearing AG and (iii), to the extent required, Eurex Clearing AG has been provided with the relevant evidence in accordance with Clause 2.7.

3 Limitation on Realisation of the Pledged Securities

[...]

3.3 Pledged Securities deposited in Swiss Securities Accounts

If the Clearing Member has established one or more Swiss Elementary Omnibus Pledged Securities Accounts, one or more Swiss Net Omnibus Pledged Security Accounts or one or more Clearing Agent Pledged Securities Account(s) pursuant to Clause 2.1.3 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Elementary Omnibus Standard Agreement or a particular Net Omnibus Standard Agreement or are identified as Contributions to the Default Fund with respect to a particular Basic Clearing Member, as applicable, Eurex Clearing AG shall, upon the pledge pursuant to Clause 2.4.2, Clause 2.4.3 or Clause 2.4.5 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Elementary Omnibus Claims that relate to such particular Elementary Omnibus Standard Agreement, those claims arising under all Net Omnibus Transactions under such particular Net Omnibus Standard Agreement or those ~~Default Fund~~~~Clearing Fund~~ Secured Claims that relate to such Basic Clearing Member, respectively.

[...]

	Eurex04e
Clearing Conditions of Eurex Clearing AG	As of 03.04.2017
	Page 26

Appendix 9 to the Clearing Conditions of Eurex Clearing AG:

Form of Security Trust Agreement and Pledge and Assignment Agreement

for the Individual Clearing Model Provisions
(Clearing Members in England and Wales)

[...]

Part 3 Pledges and Assignments by Clearing Member to Eurex Clearing AG

[...]

2 Pledge by the Clearing Member to Eurex Clearing AG

[...]

2.8 Unless the Interim Participation pursuant to and in accordance with Chapter I Part 3 Subpart A Number 11 of the Clearing Conditions becomes effective, Eurex Clearing AG shall enforce its pledges pursuant to Clause 2.1 of this Part 3 against the ICM Client only after the full realisation of all Contributions of all Clearing Members to the Default Fund~~Clearing Fund~~ in accordance with the order of priority set out in Number 6.2 of the General Clearing Provisions.

* * *