

Appendix 13 to the Clearing Conditions of Eurex Clearing AG:

# FX Swap Line Agreement

between Eurex Clearing AG and a Clearing Member

As of 26.03.2018

This FX Swap Line Agreement (the “**Agreement**”) is dated the last date specified on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
(legal name)

acting through /  having its ( registered) office at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Clearing Member (the “**Clearing Member**”); and

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered seat in Frankfurt am Main, with its business address at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**”).

The Clearing Member and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used in this Agreement shall have the meaning given to them in the Clearing Conditions of Eurex Clearing AG (the “**Clearing Conditions**”).

1. *Scope.* The Parties enter into this Agreement in connection with the Clearing of OTC FX Transactions and OTC XCCY Transactions pursuant to Chapter VIII Part 3 and Part 4 of the Clearing Conditions, respectively.
2. *Incorporation of Clearing Conditions.* This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) in their German version as amended from time to time. The Clearing Conditions may be viewed and printed out via internet on the website [www.eurexclearing.com](http://www.eurexclearing.com). The Referenced Conditions may be obtained from Eurex Clearing AG upon request.
3. *Single Agreement.* All FX Hedging Transactions between Eurex Clearing AG and the Clearing Member shall together with all other Own Transactions between Eurex Clearing AG and the Clearing Member under the Proprietary Standard Agreement and any Redelivery Claims arising in relation to the Proprietary Standard Agreement form a single agreement between such parties and constitute a separate Standard Agreement and such agreement constitutes a separate master agreement (*Rahmenvertrag*) between such parties which (subject to provisions in Chapter I of the Clearing Conditions on the termination of individual Transactions) can be terminated only in its entirety.
4. *Option.* The Clearing Member hereby expressly grants to Eurex Clearing AG the right to cause one or more FX Hedging Transactions between the Clearing Member and Eurex Clearing AG to become effective pursuant to and in accordance with the provisions of this Agreement (the “**Option**”).
5. *Exercise of Option.* Eurex Clearing AG may in its sole discretion decide to exercise the Option via the Approved Trade Source System designated by Eurex Clearing AG on its website ([www.eurexclearing.com](http://www.eurexclearing.com)) in respect of OTC FX Transactions. Eurex Clearing AG can exercise the Option up to each FX Swap Line Maximum Amount between the CLS Cut-Off Time and the CLS Processing Time on any Business Day on which (i) one or more other Clearing Members become and/or remain Late CMs and/or (ii) an Affected Clearing Member would have had to make a Relevant FX/XCCY Payment under the Terminated Transactions (as defined in Chapter I Part 1 Number 7.5) which were OTC Currency Transactions in the absence of the Termination and only as part of and during the default management process with respect to the Affected Clearing Member pursuant to Chapter I Part 1 Number 7.5 of the Clearing Conditions. Eurex Clearing AG is entitled to exercise the Option with respect to each currency of the Currency Pairs multiple times for as long as the Clearing Member holds its OTC Currency Products Clearing License but only to the extent that the then relevant outstanding FX Swap Line Maximum Amount is not exceeded by such further exercise(s) of the Option. The relevant outstanding FX Swap Line Maximum Amount will be reduced by the amount of each FX Hedging Transaction resulting from the exercise of the Option and re-increased by such amount if and when the relevant FX Hedging Transaction is fully settled. A Corresponding EUR/USD FX Hedging Transaction shall not count towards the Swap Line Maximum Amount with respect to USD. The FX Swap Line Maximum Amount

for FX Hedging Transaction(s) with respect to USD is USD 250,000,000.00 and the FX Swap Line Maximum Amount for FX Hedging Transaction(s) with respect to GBP is GBP 100,000,000.00. Each FX Swap Line Maximum Amount can be amended in accordance with the procedure set out in Chapter I Part 1 Numbers 17.2 and 17.3 of the Clearing Conditions (and in particular the consultation process set out therein).

6. *Trade Record.* The following terms will be set out in the trade record relating to the relevant FX Hedging Transaction transmitted by Eurex Clearing AG to the relevant Clearing Member in the course of exercising the Option pursuant to Clause 5 above:
  - (i) the Currency A Swap Amount or, in the case of a Corresponding EUR/USD FX Hedging Transaction, the amount equivalent to the Currency B Swap Amount (which Eurex Clearing AG is required to pay under the Currency A Swap Amount GBP/USD FX Hedging Transaction);
  - (ii) the Currency B Swap Amount or, in the case of a Corresponding EUR/USD FX Hedging Transaction, the EUR Amount (in each case at the applicable FX Swap Line FX Rate); and
  - (iii) the FX Swap Line Exercise Day.
7. *Conclusion of an FX Hedging Transaction.* By virtue of Eurex Clearing AG unilaterally exercising its right under the Option in accordance with the provisions set out in Clause 5 above, an FX Hedging Transaction shall become effective between Eurex Clearing AG and the Clearing Member (in its capacity as FX Hedge Counterparty). Unless otherwise provided for in this Agreement, the terms and conditions of Chapter I and of Chapter VIII of the Clearing Conditions shall apply to each FX Hedging Transaction as if it was a Transaction.
8. *Payment Obligations under an FX Hedging Transaction.* Subject to the relevant FX Swap Line Maximum Amount applicable to the FX Hedge Counterparty, under each near leg of an FX Hedging Transaction Eurex Clearing AG shall receive from the FX Hedge Counterparty the Currency A Swap Amount. The payments under the near leg of the FX Hedging Transaction are due and payable on the FX Swap Line Exercise Day within two hours of Eurex Clearing AG exercising its Option or by such other time as notified by Eurex Clearing AG to the FX Hedge Counterparty. In return for the receipt of the Currency A Swap Amount, Eurex Clearing AG shall pay to the FX Hedge Counterparty the Currency B Swap Amount as set out in the trade record relating to the relevant FX Hedging Transaction.

Under the far leg of the FX Hedging Transaction, Eurex Clearing AG shall pay to the relevant FX Hedge Counterparty the Currency A Swap Amount in return for the payment by that FX Hedge Counterparty of the Currency B Swap Amount. The payments under the far leg of the FX Hedging Transaction are due and payable on the Business Day immediately following the FX Swap Line Exercise Day by such time as notified by Eurex Clearing AG to the FX Hedge Counterparty.

If the Currency A Swap Amount under an FX Hedging Transaction is denominated in GBP, Eurex Clearing AG shall also have the right to enter into a Corresponding EUR/USD FX Hedging Transaction at the same time and with the same FX Hedge Counterparty as with respect to the Currency A Swap Amount GBP/USD FX Hedging Transaction. Under the near leg of the Corresponding EUR/USD FX Hedging Transaction Eurex Clearing AG shall receive an amount equivalent to the Currency B Swap Amount (which Eurex Clearing AG is required to pay under the Currency A Swap Amount GBP/USD FX Hedging Transaction) in return for the payment by Eurex Clearing AG to that FX Hedge Counterparty of the EUR Amount. Under the far leg of that Corresponding EUR/USD FX Hedging Transaction Eurex Clearing AG shall pay to that FX Hedge Counterparty an amount equivalent to the Currency B Swap Amount (under the Currency A Swap Amount GBP/USD FX Hedging Transaction) in return for the payment by that FX Hedge Counterparty of the EUR Amount.

9. *Obligation to pay FX Hedging Transaction Spread Amount.* In addition to the payment obligations set out in Clause 8 above, Eurex Clearing AG is obliged to pay to the FX Hedge Counterparty the relevant FX Hedging Transaction Spread Amount with respect to an FX Hedging Transaction. If Eurex Clearing AG enters into a Currency A Swap Amount GBP/USD FX Hedging Transaction it shall, however, only be obliged to pay an FX Hedging Transaction Spread Amount with respect to the Currency A Swap Amount GBP/USD FX Hedging Transaction but not with respect to the Corresponding EUR/USD FX Hedging Transaction.

10. *Payments.* Any payments to be made by an FX Hedge Counterparty to Eurex Clearing AG under an FX Hedging Transaction shall be made directly to the relevant CLS Central Bank Account through the CLS CCP Service.

Any payments to be made by Eurex Clearing AG to the FX Hedge Counterparty under an FX Hedging Transaction shall be made directly to the relevant Currency Products Cash Account of the FX Hedge Counterparty through the CLS CCP Service.

The payments under the far leg of an FX Hedging Transaction shall be made – with respect to each currency of the Currency Pairs – on a net basis in relation to any payment made through the CLS CPP Service pursuant to Chapter VIII Part 3 and Part 4 of the Clearing Conditions which is also specified to be made on a net basis.

Subject to the provisions of this Agreement, the discharge provisions set out in Chapter VIII Part 3 Number 3.2.2 of the Clearing Conditions apply with respect to FX Hedging Transactions. The FX Hedging Transaction Spread Amount is not payable through the CLS CCP Service.

11. *Acknowledgement by Clearing Member.* The Clearing Member acknowledges that:
- (i) the CLS CCP Service is used by central counterparties and their clearing members to facilitate the settlement of and to mitigate the settlement risk associated with cleared foreign exchange and cross currency products;

- (ii) if the CLS CCP Service becomes unavailable for settlement for any reason (including, but not limited to, in an insolvency of CLS Bank), (x) the Clearing Member will – in the circumstances set out in Chapter VIII Part 3 Number 3.2.2.3 and Chapter VIII Part 4 Number 4.2.2.3 in connection with Part 3 Number 3.2.2.3 of the Clearing Conditions – be required to discharge its payment obligation by making the relevant payment outside the CLS CCP Service to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member may have already made a payment through the CLS CCP Service to the relevant CLS Central Bank Account and/or (y) the Clearing Member will – in the circumstances set out in Chapter VIII Part 3 Number 3.8 Paragraphs (2) and (3) and Chapter VIII Part 4 Number 4.11 Paragraphs (2) and (3) of the Clearing Conditions – be required to indemnify Eurex Clearing AG by paying an amount equivalent to the relevant Prefunding Amount or Late Payment Amount, respectively, to an account notified to it by Eurex Clearing AG for such purpose despite the fact that the Clearing Member has already paid the Prefunding Amount or Late Payment Amount, respectively, to Eurex Clearing AG;
- (iii) it is under no obligation to submit Original OTC Transactions for Clearing which result in exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time) on any Settlement Date and that it may reduce its portfolio size in order to avoid exceeding the USD Maximum Amount (and/or GBP Maximum Amount) (as applicable to it from time to time);
- (iv) to the extent Eurex Clearing AG is unable to source the Unavailable FX/XCCY Currency Amount through the exercise of its option(s) as set out in Chapter VIII Part 3 Number 3.3.3.1 and Chapter VIII Part 4 Number 4.4 in connection with Part 3 Number 3.3.3.1 of the Clearing Conditions, Eurex Clearing AG shall be entitled to discharge its payment obligation with respect to the Unavailable FX/XCCY Currency Amount by paying a corresponding amount in the Available Currency as further set out in Chapter VIII Part 3 Number 3.3.3.2 and Chapter VIII Part 4 Number 4.4 in connection with Part 3 Number 3.3.3.2 of the Clearing Conditions;
- (v) in the case of Extraordinary Circumstances, Eurex Clearing AG shall be entitled to postpone its and all other Clearing Members' respective payment obligations under the relevant OTC Currency Transactions due for settlement on the relevant Settlement Date until the Business Day immediately following such Settlement Date as further set out in Chapter VIII Part 3 Number 3.3.3.3 and Chapter VIII Part 4 Number 4.4 in connection with Chapter VIII Part 3 Number 3.3.3.3 of the Clearing Conditions;
- (vi) it shall pay the Prefunding Amount Investment Loss Shortage Amount or Late Payment Amount Investment Loss Shortage Amount (which can be an amount up to the relevant Prefunding Amount or Late Payment Amount, respectively) in the circumstances set out in Chapter VIII Part 3 Number 3.4.1 and Chapter VIII Part 4 Number 4.5 in connection with Part 3 Number 3.4.1 of the Clearing Conditions;

- (vii) it shall pay the FX/XCCY Failure to Pay Costs if it fails to pay the relevant Investment Loss Shortage Amount in full by the relevant Investment Loss Shortage Cut-Off Time;
  - (viii) the payment obligations of Eurex Clearing AG under the Deferred Payment shall be reduced by an amount equal to the Corresponding Pay-In Amount Investment Loss Shortage Amount pursuant to Chapter VIII Part 3 Number 3.4.2 Paragraph (1) and Chapter VIII Part 4 Number 4.5 in connection with Part 3 Number 3.4.2 Paragraph (1) of the Clearing Conditions; and
  - (ix) Eurex Clearing AG is entitled to claim compensation from the Clearing Member for any Prefunding Amount Clearing Member-Related Investment Loss, Late Payment Amount Clearing Member-Related Investment Loss and Corresponding Pay-In Amount Clearing Member-Related Investment Loss, in each case as further set out in Chapter I Part 1 Number 3.4.6 of the Clearing Conditions (which may also be the case if an Investment Loss occurs with respect to an Investment Party which is unrelated to the actual holding of Prefunding Amounts, Late Payment Amounts or Corresponding Pay-In Amounts, respectively).
12. *No Set-off.* The set-off provisions set out in Chapter I Part 1 Number 1.3 of the Clearing Conditions shall not apply to any claims of Eurex Clearing AG or of the Clearing Member (in its capacity as FX Hedge Counterparty) arising under the near leg of an FX Hedging Transaction.
13. *Margin Requirements.* The basic provisions for the margin requirements set forth in Chapter I Part 1 Number 3 of the Clearing Conditions together with Chapter I Part 2 Numbers 6 and 7 of the Clearing Conditions shall not apply to the near leg of an FX Hedging Transaction. As regards the far leg of an FX Hedging Transaction, Chapter VIII Part 3 Number 3.1.6 of the Clearing Conditions shall apply.
14. *Failure to pay.* If a Clearing Member fails to perform its payment obligations under one or more FX Hedging Transactions, the provisions in Chapter I Part 1 Number 7.2.1 of the Clearing Conditions shall not apply. Instead the Clearing Member is obliged to pay the FX Swap Line Contractual Penalty to Eurex Clearing AG, provided that the FX Swap Line Contractual Penalty is only payable once with respect to the same FX Hedging Transaction. The FX Swap Line Contractual Penalty applies regardless of any actual damages incurred by Eurex Clearing AG. The right of Eurex Clearing AG to claim further damages shall remain unaffected. The amount of the FX Swap Line Contractual Penalty – as determined by Eurex Clearing AG – is the equivalent in the relevant Clearing Currency of 40 basis points of the payment due under the relevant leg of the relevant FX Hedging Transaction, with a minimum of EUR 2,500.00, CHF 3,000.00 or GBP 2,000.00, as applicable, and a maximum of EUR 10,000,000.00, CHF 12,000,000.00 or GBP 8,000,000.00, as applicable. The amount of the FX Swap Line Contractual Penalty can be amended in accordance with the procedure set out in Chapter I Part 1 Number 17.2 of the Clearing Conditions.



15. *Term.* This Agreement shall be entered into for an indefinite period of time and shall remain in effect for as long as the Clearing Member holds its OTC Currency Products Clearing License. This Agreement supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with herein.
16. *Assignment.* Unless otherwise provided for in the Clearing Conditions, the Clearing Member shall not assign any of its rights or claims under this Agreement and/or under an FX Hedging Transaction except with the prior written consent of Eurex Clearing AG.
17. *Third Party Rights.* This Agreement does not and is not intended to confer any rights to third parties.
18. *Governing Law.* This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany. Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
19. *Jurisdiction.* The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.
20. *Place of Performance.* The place of performance shall be Frankfurt am Main, Germany.
21. *Severability.* If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.



**AUTHORISED SIGNATURES**  
**to the FX Swap Line Agreement**

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(as Clearing Member)

(Place / Date)

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Name:

Name:

Function:

Function:

**Eurex Clearing Aktiengesellschaft**

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(Eurex Clearing AG)

(Place / Date)

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Name:

Name:

Function:

Function: