

CLEARING CONDITIONS FOR EUREX CLEARING AG

[...]

I. Chapter: General Provisions

[...]

1.2 Subpart: General Clearing Conditions; Liability

1.2.1 Conclusion of Transactions, Assignment of Securities and Rights

1.2.1.1 Conclusion of Transactions

- (1) The transactions resulting from the matching of orders and quotes ("Matching") in the systems of Eurex Deutschland and Eurex Zürich shall only be concluded between Eurex Clearing AG and a Clearing Member.
- (2) If a Trading Participant is not itself authorized to engage in Clearing activities (a "Non-Clearing Member"), its transactions may only be effected through the General Clearing Member (subsection 1.2.7 paragraph (1)) or an affiliated Direct Clearing Member (subsection 1.2.7 paragraph (2)) through which its transactions on Eurex Deutschland and Eurex Zürich are settled. Whenever an order or quote entered into the EDP system of Eurex Deutschland and Eurex Zürich by a Non-Clearing Member is matched with another order or quote, a transaction takes place between such Non-Clearing Member and the General Clearing Member or the Direct Clearing Member, and a corresponding transaction simultaneously takes place between the General Clearing Member or the Direct Clearing Member and Eurex Clearing AG.
- (3) Insofar as Eurex Clearing AG cooperates with any other Link Clearing House on the basis of a Special Clearing License to effect clearing and on the basis of a Clearing Link Agreement, corresponding transactions with identical paragraph numbers may also be effected between Eurex Clearing AG and the associated Special Clearing Member and further transactions between the associated Special Clearing Member and its Clearing Members in addition to the transactions presented in accordance with paragraph 2.

Whenever an order or quote entered into the system of Eurex Deutschland and Eurex Zürich by a Non-Clearing Member of the other Link Clearing House is matched with another order or quote, the following transactions with identical paragraph numbers are enacted in addition to the transaction between the Non-Clearing Member and the Clearing Member of the Link Clearing House:

- A transaction between the Clearing Member of the Link Clearing House and the Link Clearing House as a Special Clearing Member and

- A transaction between the Link Clearing House as Special Clearing Member and Eurex Clearing AG and
- A transaction between Eurex Clearing AG and its General Clearing Member or Direct Clearing Member
- As well as, where applicable, a transaction between the General or Direct Clearing Member and the Non-Clearing Member.

1.2.1.2 Assignment of Securities and Rights

- (1) Securities which are held in collective deposit pursuant to Section 5 (“GS” or “GS-Deposit”) shall be assigned according to the principles of property law by way of agreement and transfer.
- (2) Securities and rights which are held in credit in Securities Accounting (“WR” or “Trust Giro Transactions”), shall be transferred according to the principles of law of obligations by way of assignment of the respective legal position on such securities or rights. This is done by assignment under law of obligation of the claim for return (delivery claim) to Eurex Clearing AG. such delivery claim is held by the Clearing Member vis-à-vis the Securities Depository Bank recognised by Eurex Clearing AG or the Custodian or Central Securities Depository regarding the legal positions held in trust on such securities or rights in favour of such Clearing Member. This applies mutatis mutandis to the assignment of securities and rights held in WR, between Eurex Clearing AG and the Clearing Member to be delivered.

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III Chapter: Transactions at Eurex Bonds GmbH

[....]

2 Part: Clearing of Transactions at Eurex Bonds GmbH

2.1 Bonds Transactions Concerned

- (1) Eurex Clearing AG shall realise the settlement or Clearing of transactions effected at Eurex Bonds GmbH („Eurex Bonds-Transactions“) to the extent that the underlying securities of the respective Eurex Bonds Transaction are settled by Eurex Clearing AG and the banks for central depository of securities recognised by Eurex Clearing AG or respectively by the Custodians or Central Securities Depositories and that the prerequisites pursuant to paragraph (2) are fulfilled.
- (2) Eurex Clearing AG shall determine in consultation with Eurex Bonds GmbH, which securities shall be included in the Clearing. Clearing Members will be notified by circular as well as through electronic publication in the internet, available on the internet pages of Eurex Clearing AG (www.eurexchange.com), as regards those securities transactions that are included in the Clearing.

2.2 General Provisions

- (1) Eurex Clearing AG shall be a contracting party to all deliveries and payments arising out of the settlement of Eurex Bonds-Transactions.
- (2) Clearing Members must fulfil their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) The following shall apply to the procedures for delivery and payment pursuant to paragraph (1):

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Member which is to receive delivery, on the contractual delivery day . Eurex Clearing AG shall, with respect to the possession of the securities delivered to it, act as an intermediary of the Clearing Members which are obligated to deliver in order to subsequently deliver such securities to the Clearing Members which are to receive delivery. Physical deliveries of securities shall be made through a bank of central depository of securities determined by Eurex Clearing AG or respectively through a Custodian or Central Securities Depository, and payments shall be made through the corresponding account determined by such bank for central depository of securities or respectively by such Custodian or Central Securities Depository. With respect to the settlement of transactions concluded by Clearing Members, the

transfer of ownership in respect of the securities to be delivered will thus be performed directly between the Clearing Members involved.

- (4) Transfer of ownership of the securities to be delivered and being held in GS shall be deemed to occur when the following conditions have been met:
- the bank for central depository of securities involved in the securities transfer has posted all bookings from the securities account of Eurex Clearing AG in respect of the transactions settled or not settled by Eurex Clearing AG to the securities accounts of the Clearing Members to be delivered with securities, and
 - the bank for central depository of securities or the custodian or the Central Securities Deposit has conducted cash clearing, and
 - Eurex Clearing AG has prepared for Clearing Members the delivery report showing the actually delivered individual transactions.
- (5) The assignment of the claim for return (delivery claim) under law of obligation on the securities to be delivered and held in WR is deemed to occur when the following prerequisites are entirely fulfilled:
- The Securities Depository Bank or Custodian or Central Securities Depository included in the assignment of the claim for return has, where required, entered all bookings from the deposit account of Eurex Clearing AG regarding Eurex Bonds transactions having been accounted or not accounted by Eurex Clearing AG to the deposits of the Clearing Members to be delivered and
 - Accounting has been carried out by a Securities Depository Bank or Custody or Central Securities Depository recognised by Eurex Clearing AG.
- (56) Each Clearing Member and Eurex Clearing AG must ensure, through appropriate instruction to the respective bank for central depository of securities or respectively to the Custodian or Central Securities Depository, that transactions can be processed on the business day on which delivery and payment obligations have to be fulfilled. The Clearing Members shall authorize Eurex Clearing AG, by providing the appropriate power of attorney vis-à-vis the respective bank for central depository of securities or respectively the Custodian or Central Securities Depository, to give, release and transmit all delivery instructions in the name of the Clearing Member and binding for and against such Clearing Member and to supplement, change or cancel the delivery instructions necessary for the timely and correct fulfilment of its delivery and payment obligations vis-à-vis Eurex Clearing AG arising from transactions through the System of Eurex Bonds GmbH.
- (7) All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective bank for central depository of securities or respectively with the Custodian or Central Securities Depository and credit balances in the corresponding cash accounts.
- (68) Chapter I Number 1.3.6 applies accordingly for securities delivered by the Clearing Member in order to fulfil obligation deriving from transaction at Eurex Bonds.

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**IV Chapter:
Clearing of Transactions at Eurex Repo GmbH**

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**2 Part:
Clearing of Transactions at Eurex Repo GmbH**

[....]

2.2 General Provisions

- (1) Eurex Clearing AG shall be a contracting party to all deliveries and payments arising out of the settlement of Repo Transactions concluded through the System of Eurex Repo GmbH to the extent that these transactions comply with the provisions set forth in subsection 2.1.
- (2) Clearing Members must fulfil their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) The procedure for delivery and payment pursuant to paragraph (1) shall be governed by the following provisions:
 - a) Purchase Agreement (Front Leg):

All physical deliveries and payments shall be concurrently performed between the Clearing Member obligated to deliver and Eurex Clearing AG, and, accordingly, between Eurex Clearing AG and the Clearing Member which is to receive delivery on the agreed delivery day of the Front Leg. Physical deliveries shall be made through a bank for central depository of securities determined by Eurex Clearing AG or respectively through a Custodian or Central Securities Depository, and payments shall be made through the corresponding account determined by such bank for central depository of securities or respectively by such Custodian or Central Securities Depository.

b) Repurchase Agreement (Term Leg):

All physical deliveries and payments shall be concurrently performed between the Clearing Member obligated to deliver and Eurex Clearing AG, and, accordingly, between Eurex Clearing AG and the Clearing Member which is to receive delivery on the agreed delivery day of the Term Leg. Physical deliveries shall be made through a bank for central depository of securities determined by Eurex Clearing AG or respectively through a Custodian or Central Securities Depository, and payments shall be made through the corresponding account determined by such bank for central depository of securities or respectively by such Custodian or Central Securities Depository.

c) Physical Deliveries:

Eurex Clearing AG shall, with respect to the possession of the securities delivered to it pursuant to items a and b, act as an intermediary of the Clearing Members which are obligated to deliver in order to subsequently deliver such securities to the Clearing Members which are to receive delivery. With respect to the settlement of transactions concluded by Clearing Members, the transfer of ownership in respect of the securities to be delivered will thus be performed directly between the Clearing Members involved.

(4) Transfer of ownership of the securities to be delivered and being held in GS shall be deemed to occur when the following conditions have been met:

- the bank for central depository of securities involved in the securities transfer has posted all bookings from the securities account of Eurex Clearing AG in respect of the transactions settled or not settled by Eurex Clearing AG to the securities accounts of the Clearing Members to be delivered with securities, and
- the bank for central depository of securities or the custodian or the Central Securities Deposit has conducted cash clearing, and
- Eurex Clearing AG has prepared for Clearing Members the delivery report showing the actually delivered individual transactions.

(5) The assignment of the claim for return (delivery claim) pursuant to law of obligation on the securities to be delivered and held in WR is deemed to occur when the following prerequisites are fulfilled:

- The Securities Depository Bank or Custodian or Central Securities Depository included in the assignment of the claim of return has, where required, entered all bookings from the deposit account of Eurex Clearing AG regarding the Eurex Bonds transactions having been accounted or not accounted by Eurex Clearing AG to the deposits of the Clearing Members to be delivered and
- Accounting has been carried out by a Securities Depository Bank or Custody or Central Securities Depository recognised by Eurex Clearing AG.

(6) Each Clearing Member and Eurex Clearing AG must ensure, through appropriate instruction to the respective bank for central depository of securities or respectively to the Custodian or Central Securities Depository, that transactions can be processed on the business day on

which delivery and payment obligations have to be fulfilled. In the event of Euro GC Pooling[®] Repo transactions, the assignment of delivery instructions concerning existing delivery and payment obligations shall be carried out by Eurex Clearing AG on the basis of the selection of securities to be delivered, effected by the Collateral Management System Xemac[®] of Clearstream Banking AG according to the Special Conditions for Collateral Management (SC Xemac[®]) in its respective valid version. The Clearing Members shall authorize Eurex Clearing AG, by providing the appropriate power of attorney vis-à-vis the respective bank for central depository of securities or respectively the Custodian or Central Securities Depository, to give, release and transmit all delivery instructions in the name of the Clearing Member and binding for and against such Clearing Member and to supplement, change or cancel the delivery instructions necessary for the timely and correct fulfilment of its delivery and payment obligations vis-à-vis Eurex Clearing AG arising from transactions through the System of Eurex Repo GmbH. An obligation to provide the appropriate power of attorney exists also as regards to the execution of a substitution of securities which has been transferred as collateral in relation with an Euro GC Pooling[®] Repo transaction.

- (7) All Clearing Members must ensure their ability to effect deliveries and payments thereof through sufficient deposits in the securities account with the respective bank for central depository of securities or respectively with the Custodian or Central Securities Depository and credit balances in the corresponding cash accounts.
- (8) Chapter I Number 1.3.6 applies accordingly for securities delivered by the Clearing member in order to fulfil obligation deriving from transaction at Eurex Repo.

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**V Chapter:
Transactions Concluded at the Frankfurt Stock Exchange ¹**

[...]

**2 Part:
Clearing of transactions concluded at the Frankfurt Stock Exchange (FSE)**

2.1 Subpart: Settlement of FSE transactions

2.1.1 General Provisions

- (1) Eurex Clearing AG shall be a contracting party for all deliveries and payments at the performance of FSE transactions within the meaning of Chapter V section 1 paragraph (1).
- (2) Clearing Members must fulfill their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) The following shall apply to the procedures for delivery and payment for securities held in GS pursuant to paragraph (1):

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members which are to receive delivery, on the second business day after the trading day. Eurex Clearing AG shall, with respect to the possession of the securities delivered to it, act as an intermediary of the Clearing Members which are obligated to deliver, in order to subsequently deliver such securities to the Clearing Members which are to receive delivery. Physical deliveries of securities are to be made through a bank for central depository of securities via the account of Eurex Clearing AG recognized by Eurex Clearing AG or a Custodian or Central Securities Depository, and the payment is to occur via the respective account determined by the bank for central depository of securities or the Custodian or Central Securities Depository. With respect to the settlement of FSE transactions concluded by Clearing Members, the transfer of ownership of the securities to be delivered will thus be performed directly between the Clearing Members involved.

¹ With regard to the clearing of transactions concluded at the Rhenish-Westfalian Exchange in Düsseldorf (Rheinisch-Westfälische Börse zu Düsseldorf) which share the securities and rights named in Chapter , Chapter V and all remaining provisions of the Clearing Conditions for Eurex Clearing AG shall apply.

- (4) The following shall apply to the procedures for delivery and payment for securities and rights held in WR (trust giro transactions) pursuant to paragraph (1):

All assignments shall be carried out versus payments between the Clearing Members and Eurex and, respectively, between Eurex Clearing AG and the Clearing Members to be delivered on the second business day after the day of the respective conclusion of the transaction. Eurex Clearing AG shall for a limited period of time act as fiduciary owner in favour of the acquiring Clearing Members, in order to assign the ownership of this legal position by granting the respective credits to the Clearing Members, thereby stating the respective depository. The respective credits are transferred via the Securities Collective Custody Bank or Custodian or Central Securities Depository recognised by Eurex Clearing AG, and payment is effected via the respective account determined by the Securities Collective Custody Bank or Custodian or Central Securities Depository.

Eurex Clearing AG justifies a legal position in favour of the Clearing Members to be delivered being identical with the legal position it has acquired pursuant to the legal provisions of the legal statute underlying these securities or rights, by the credits granted in favour of the acquiring Clearing Members. The FSE transactions of securities and rights held in WR concluded by Clearing Members are fulfilled by way of assigning the fiduciary held legal position on the securities and rights to be delivered between the Clearing Members and Eurex Clearing AG and respectively, after granting of of a respective credit by Eurex Clearing AG, respectively between Eurex Clearing AG and the acquiring Clearing Members.

- (45) Transfer of ownership of the securities to be delivered and being held in GS shall be deemed to occur when the following conditions have been met:
- the bank for central depository of securities involved in the securities transfer or Custodian or Central Securities Depository has posted all bookings from the securities account of Eurex Clearing AG in respect of the FSE transactions settled or not settled by Eurex Clearing AG to the securities accounts of the Clearing Members to be delivered with securities, and
 - the bank for central depository of securities or the Custodian or the Central Securities Depository has conducted cash clearing, and
 - Eurex Clearing AG has prepared for Clearing Members the delivery report showing the actually delivered individual transactions.
- (6) The assignment of the claim of return (delivery claim) pursuant to law of obligation on the securities to be delivered and held in WR is deemed to occur when the following prerequisites are fulfilled:
- The Securities Depository Bank or Custodian or Central Securities Depository included in the assignment of the claim of return has, where required, entered all bookings from the deposit account of Eurex Clearing AG regarding FSE transactions having been accounted or not accounted by Eurex Clearing AG to the deposits of the Clearing Members to be delivered and

- Respective accounting has been carried out by a Securities Depository Bank or Custody or Central Securities Depository recognised by Eurex Clearing AG.

- (57) Each Clearing Member and Eurex Clearing AG must ensure, through appropriate instruction to the respective bank for central depository of securities or respectively to the Custodian or Central Securities Depository, that the transaction can be processed on the business day on which the value date was fixed. The Clearing Members shall authorize Eurex Clearing AG, by providing the appropriate power of attorney vis-à-vis the respective bank for central depository of securities or the Custodian or Central Securities Depository, to give, release and transmit all delivery instructions in the name of the Clearing Member and binding for and against such Clearing Member and to supplement, change or cancel the delivery instructions necessary for the timely and correct fulfillment of its delivery and payment obligations vis-à-vis Eurex Clearing AG arising from FSE transactions within the meaning of Chapter V section 1 paragraph (1).
- (68) All Clearing Members must ensure their ability to effect deliveries and payments through sufficient deposits in the securities account with the bank for central depository of securities or with the Custodian or Central Securities Depository, and through credit balances on the corresponding cash accounts.
- (89) Chapter I Number 1.3.6 applies mutatis mutandis to securities delivered by the Clearing Member for fulfilment of transactions at FSE.

2.1.2 Gross Delivery Management

Eurex Clearing AG offers an automated service in connection with the clearing of FSE transactions which will enable Clearing Members and settlement institutions (Chapter V section 1.1.2 paragraph (5)) to conduct gross delivery management. The respective Clearing Members using such automated service, and, where such Clearing Members avail themselves of a settlement institution, those institutions too shall receive all individual transaction data concerned for the management of FSE transactions which have been concluded. The use of gross delivery management necessitates a technical connection, to Eurex Clearing AG specifications, to the relevant interface of the technical systems used by Eurex Clearing AG.

2.1.3 Daily Settlement

- (1) For each delivery of ~~shares~~ securities and rights not yet performed, profits and losses will be determined on the business day concerned and set off against the collateral provided. For all as yet unperformed deliveries, the amount of collateral to be deposited shall be calculated as the difference between the price at which the transaction was concluded and the daily settlement price for such Exchange day.
- (2) The daily settlement price shall be determined by Eurex Clearing AG.

2.1.4 Margin Requirements

- (1) The basic provisions for margin requirements as regards positions in ~~shares securities and rights~~ are set forth in Chapter 1 subsection 1.3.1 paragraphs (1),(2),(4) and (5) and subsections 1.3.3 through 1.3.5. In addition thereto, paragraphs 2 to 4 shall apply.
- (2) The calculation of the margin requirements of a Clearing Member or a Non-Clearing Member shall occur separately for Principal Position Accounts and Agent Position Accounts.
- (3) ~~Cash positions and positions in securities or rights and equity positions~~ shall be evaluated separately. Each cash position shall be evaluated at an interest rate fixed by Eurex Clearing AG which will be based on the current market rate. Each ~~equity position in securities and rights~~ will be evaluated on the basis of the settlement prices determined daily by Eurex Clearing AG pursuant to Chapter V subsection 2.1.4 paragraph (2).
- (4) In addition to the margin required under paragraph (2), a further margin requirement ("Additional Margin") shall be calculated in an amount sufficient to cover any change to the cost of closing all deliveries not yet performed that cannot be netted in accordance with paragraph (2) assuming the least favorable price development, as determined by Eurex Clearing AG, until the next calculation of the margin requirements.

2.1.5 Delay in Delivery or Payment

- (1) If the Clearing Member obligated to deliver is in default and does not deliver the shares² owed as a result of a FSE transaction pursuant to Chapter V Number 1 ~~or connected with or resulting from such or other securities~~ owed on the delivery day in line with the instructions of Eurex Clearing AG, the latter AG shall have the right, unless there is an identical claim of the Clearing Member vis-à-vis Eurex Clearing AG with regard to the same class of securities which can be charged up against ~~such the liability of such Clearing Member~~, to adopt the following measures:

~~(a) Eurex Clearing AG may implement, on the first business day after the delivery date at the earliest, a replacement for the securities and for the fractional rights³ resulting from such securities (the "Securities") or for the ancillary rights connected with or resulting from such or other securities (the "Ancillary Rights"), which were not delivered, when it believes on the basis of extraordinary risks that the collateral deposited at Eurex Clearing AG for his transactions by the Clearing Member obligated to deliver is no longer adequate to collateralize these transactions, or that there are other material reasons which make it~~

² For subscription rights securitized and held in GS, the procedure pursuant Paragraph 2 applies.

³ ~~Fractional Rights pursuant to Number 2.1.5 paragraph (1) are fractional rights within the meaning of § 213 Exchange Rules or must be comparable to them.~~

~~necessary to replace the undelivered securities, the ancillary rights connected with or resulting from such or other securities, respectively.~~

- (~~a~~) If the securities to be delivered by the Clearing-Member obligated to deliver are not delivered to Eurex Clearing AG on the fifth business day at the latest after the delivery date, as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities as recognized by Eurex Clearing AG ~~or by the Custodian or Central Securities Depository~~, or by the corresponding procedure of a settlement institution recognized by Eurex Clearing AG ~~or by the Custodian or Central Securities Depository~~ (the "unperformed transaction"), Eurex Clearing AG shall replace the undelivered securities.
- b) The replacement purchase may occur pursuant to ~~item a~~ Paragraph 3 or by means of an auction pursuant to item c. If the requisite securities cannot be bought in such auction, or only in part, the Clearing Member in default shall receive a further 5 business days in which to deliver. If the securities to be delivered are not delivered to Eurex Clearing AG on the tenth business day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities recognized by Eurex Clearing AG, ~~or by the Custodian or Central Securities Depository~~, or by the corresponding procedure of a settlement institution, or by the Custodian or Central Securities Depository recognized by Eurex Clearing AG, Eurex Clearing AG shall again attempt to replace the undelivered securities. This replacement purchase shall occur according to ~~item a~~ Paragraph 3 or via an auction pursuant to item c.

If the securities to be delivered are not delivered to Eurex Clearing AG on the 28th business day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities recognized by Eurex Clearing AG, ~~or by the Custodian or Central Securities Depository~~ or by the corresponding procedure of a settlement institution or by the Custodian or Central Securities Depository recognized by Eurex Clearing AG, Eurex Clearing AG shall again attempt to replace the undelivered securities according to ~~item a~~ Paragraph 3 or via an auction pursuant to item c. If the requisite securities cannot be purchased in full, or are purchasable only in part at such further auction, the defaulting Clearing Member shall be granted time up to the 30th business day after the delivery date to deliver the ~~said~~ securities to Eurex Clearing AG.

- (c)- The following shall apply to the replacement purchase by way of auction:

For each auction, Eurex Clearing AG shall publish a maximum price for each class of securities, which shall constitute the ceiling for bids. The maximum price for such auction shall be the settlement price determined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% of such settlement price.

Any company ("Vendor") which has concluded a prior contract with Eurex Clearing AG may take part in the auctions.

- (d) As regards securities owed as a result from an unperformed FSE transaction, Eurex Clearing AG can determine a cash settlement from the 30th to the 37th business day after the delivery date, so that the performance obligations of the defaulting Clearing Member

~~and vis-à-vis~~ Eurex Clearing AG arising from this unperformed FSE transaction with discharging effect expire. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG. ~~Transactions~~

~~Securities of the same nature owed by existing between~~ Securities of the same nature owed by Eurex Clearing AG and vis-à-vis one or several other Clearing Members which have not been delivered within at least 30 business days after the delivery day shall apply correspondingly respectively to the amount corresponding to the number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in due time.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% and the highest selling price as well as the highest purchase price of the relevant FSE transactions.

The highest price determined in this way shall be multiplied with the respective number of the owed securities resulting from the unperformed FSE transaction and not having been delivered in due time. ~~defaulting transactions~~. The resultant sum shall be settled against the respective final amounts of the relevant FSE transactions and shall result in the amount payable to Eurex Clearing AG by the defaulting Clearing Member through cash settlement.

Eurex Clearing AG shall pay out this amount to the or the other Clearing Members who have made ~~identical~~ transactions with Eurex Clearing AG according to sentence 3.

- (e) If the execution of a cash settlement should not be possible wholly or partially Eurex Clearing AG shall replace on the 38th business day after the delivery day the securities which have not been delivered. The replacement may be implemented according to (a) or by means of an auction according to (c).
- (f) If the requisite securities cannot be bought in such auction, or only in part, Eurex Clearing AG shall fix a cash settlement from the 40th to the 47th business day after the delivery day with regard to the unperformed FSE transaction so that the performance obligations of the defaulting Clearing Member ~~and vis-à-vis of~~ Eurex Clearing AG arising from this unperformed FSE transaction with discharging effect expire. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

~~Transactions~~ Securities of the same nature owed by Eurex Clearing AG vis-à-vis one or several other Clearing Members which have not been delivered within at least 30 business days after the delivery day existing between Eurex Clearing AG and or several other Clearing Members shall apply correspondingly respectively in the amount corresponding to the number of securities owed by the defaulting Clearing Member vis-à-vis Eurex Clearing AG which have not been delivered in due time.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional

charge of 100%, the highest selling price of the relevant transactions as well as the highest purchase price of the relevant FSE transactions.

The highest price determined in this way shall be multiplied with the respective number of the relevant securities owed from the defaulting FSE transactions which have not been delivered in due time. The resultant sum shall be settled against the respective final amounts of the relevant transactions and shall result in the amount payable to Eurex Clearing AG by the defaulting Clearing Member through cash settlement.

Eurex Clearing AG shall pay out this amount to one or the other Clearing Members who have made ~~identical~~ transactions with Eurex Clearing AG according to sentence 3.

- (g) As far as delivery of the securities continues to be wholly or partially outstanding the buy-in attempt according to paragraph 1 (e) shall be repeated by Eurex Clearing AG at a frequency of 10 days; during the first 7 business days of a buy-in attempt Eurex Clearing AG shall repeat the cash settlement according to paragraph (f) as often as is necessary until the outstanding-unperformed FSE transaction has wholly been delivered/performed by the defaulting Clearing Member or until such transaction could have been paid out through a cash settlement.
- (h) It is required that prior to the implementation of a cash settlement according to (d), (f), and (g) three buy-in attempts via an auction according to (c) in each case and in the respective class of securities have been performed by Eurex Clearing AG. In the event that the liability of the Clearing Member obligated to deliver could be settled against an identical claim of such Clearing Member vis-à-vis Eurex Clearing AG pursuant to Paragraph 1 Clause 1 and if, as a result, Eurex Clearing AG refrained from replacing pursuant to Paragraph 3 or via an auction pursuant to item c, this fact is regarded as one of three replacement attempts pursuant to Clause 1.
- (i) In the case of a capital action event on the part of the issuer Eurex Clearing AG reserves the right to defer the point of time of a buy-in attempt in a class of securities by one business day.
- (j) In the event that only a limited period of time exists for securities being included in the clearing pursuant to Chapter V Number 1 Paragraph 1 or resulting from securities included in the clearing in the course of an implemented corporate action, in which the claims connected with or resulting from those securities can be asserted and if such securities have not been delivered to Eurex Clearing AG before end of this period of time, Eurex Clearing AG discloses to the Clearing Member it has not delivered in time its claim to delivery of such securities in respective execution of the provisions pursuant to Paragraph 2.
- (2) If the Clearing Member obligated to deliver is in default and if it does not deliver the rights owed from a FSE transaction pursuant to Chapter V Number 1 (e.g. subscription rights) or the rights resulting from securities to be delivered in due time on the delivery day pursuant to the instructions of Eurex Clearing AG, With regard to Ancillary Rights which have not been transferred in due time by a defaulting Clearing Member, Eurex Clearing AG is entitled to will take the following measures after the second same-day settlement procedure (2nd SDS) of the Securities Depository Bank recognised by Eurex Clearing AG or or of the correspondent

settlement course of a settlement institution recognised by Eurex Clearing AG, Custodian or Central Securities Depository of the last day of the conversion period in case of partial rights and after the 2nd SDS or the correspondent settlement course of a recognised settlement institution, Custodian or Central Securities Depository of the last day of the subscription period in case of subscription rights:

- (a) ~~Eurex Clearing AG shall replace the Ancillary Rights which have not been transferred in due time at the last auction taking place with regard to such Ancillary Rights of the last trading day in the floor trading of a German stock exchange with regard to such Ancillary Rights. Eurex Clearing AG shall transfer the Ancillary Rights acquired in this way to the Clearing Member that has not been supplied in due time.~~

~~If such a replacement is wholly or partially not possible or if the Ancillary Rights are not or no longer traded in the floor trading at a German stock exchange, Eurex Clearing AG shall acquire the Ancillary Rights which are still behind schedule via the leading bank conducting the supply of the respective ancillary rights two exchange days before termination of the subscription period of such Ancillary Rights at the latest. Eurex Clearing AG shall deliver the ancillary rights acquired in this way to the Clearing Member that has not been delivered in due time.~~

~~b) Should an acquisition of the ancillary rights via the respective leading bank wholly or partially not be possible, Eurex Clearing AG discloses its claim for transfer of the Ancillary Rights which have not been delivered in due time by the defaulting Clearing Member to the Clearing Member who has not been delivered in due time by Eurex Clearing AG due to such default in order to conclude an assumption (assumption pursuant to paragraph 414 BGB Bürgerliches Gesetzbuch) with the defaulting Clearing Member pursuant to item ~~e-b~~ to the extent as the number of Ancillary Rights to be ~~transferred~~ delivered by the defaulting Clearing Member to Eurex Clearing AG is correspondent to the Ancillary Rights to be transferred by Eurex Clearing AG to the Clearing Member which has not been delivered in due time. ~~In case the defaulting Clearing Member or the Clearing Member to be delivered object to such disclosure, Eurex Clearing AG determines a cash settlement regarding the Ancillary Rights to be transferred to Eurex Clearing AG by the defaulting Clearing Member pursuant to item e.~~~~

- ~~e)b)~~ An effective assumption in favour of Eurex Clearing AG pursuant to lit ~~b-a~~ is only existent if both relevant Clearing Members agree about a certain number of Ancillary Rights which shall be ~~transferred~~ delivered by the defaulting Clearing Member to the Clearing Member to be delivered instead of Eurex Clearing AG and if they have signed legally binding a respective standardized agreement (hereinafter named "Standard Agreement") made available by Eurex Clearing AG and have ~~sent~~ be submitted such Standard Agreement to Eurex Clearing AG ("Assumption").

As soon as Eurex Clearing AG has received the signed Standard Agreement, the obligation of Eurex Clearing AG vis-à-vis the Clearing Member to be delivered to ~~transfer~~ deliver the owed Ancillary Rights and all future secondary rights or rights currently connected with such obligation in the amount of the number of Ancillary Rights to be transferred agreed upon by both Clearing Members cease to exist.

For the execution of such Standard Agreement, Eurex Clearing AG hereby authorizes the Clearing Member to be delivered ~~via the Standard Agreement~~ to be executed vis-à-vis the defaulting Clearing Member to waive a ~~transfer-delivery~~ of the Ancillary-Rights in the amount of the number of Ancillary-Rights to be ~~transferred-delivered~~ agreed upon by both Clearing Members as well as to waive all Secondary Claims at this point in time in connection with this claim with discharging effect. Chapter V, Number 2.1.5. paragraph 8 does not apply.

b)c) Eurex Clearing AG sets a time limit of 10 months-business days at maximum to both Clearing Members within which the Standard Agreement can be signed legally binding by such Clearing Members. In this case, both Clearing Members shall inform Eurex Clearing AG on the business day following the last day of the time limit set by Eurex Clearing AG at 10 a.m. CET at the latest (foreclosure) by handing in submitting an original of the Standard Agreement signed legally binding at Eurex Clearing AG.

e)d) Provided that the defaulting Clearing Member or the Clearing Member to be delivered does not agree with a disclosure pursuant to item a or that no legally binding signature of the Standard Agreement between the respective Clearing Members is-has been effected within the foreclosure pursuant to item e-c clause 2, Eurex Clearing AG determines a cash settlement regarding the Ancillary-Rights to be transferred-delivered by the defaulting Clearing Member pursuant to item f-e with the legal result that the fulfilment obligation of the defaulting Clearing Member and those of vis-à-vis Eurex Clearing AG out of this unperformed FSE transaction ceases to exist. Instead, the defaulting Clearing Member is obligated to pay the cash compensation determined by Eurex Clearing AG to Eurex Clearing AG.

The same applies in this case for rights of the same nature identical transactions which exist between owed by Eurex Clearing AG and vis-à-vis one or more other Clearing Members to the amount corresponding to the number of the rights owed by the defaulting Clearing Members to Eurex Clearing AG from the unperformed FSE transaction, such rights not having been delivered in due time. Chapter V, Number 2.1.5 paragraph 8 does not apply.

f)e) The amount of the cash compensation to be paid by the defaulting Clearing Member to Eurex Clearing AG pursuant to lit e-d shall be determined by comparison between the calculational value of the right at the point in time of the cash settlement Eurex Clearing AG and result from the settlement price* determined for the respective type of Ancillary Rights

*-In case the respective Ancillary Right is not traded at a German stock exchange, the calculational value of the Ancillary Right two days before closing of the subscription period will be consulted for settlement price within the aforementioned meaning by Eurex Clearing AG.

plus an additional charge in the amount of 100 % and the highest price of sale and the highest purchase price in the relevant FSE transactions respectively deliveries.

The price calculated ~~in line with this procedure~~ in this way is multiplied with the respective lot size of the ~~Ancillary~~ Rights which have not been delivered in due time to Eurex Clearing AG; the resulting sum adds up to the amount to be paid by the defaulting Clearing Member in the course of the cash compensation.

Upon receipt, Eurex Clearing AG will then distribute this amount to one or the other Clearing Members who have entered into ~~identical FSE~~ transactions pursuant to item d Clause 3 with Eurex Clearing AG.

- (3) Eurex Clearing AG may at its own dutiful discretion or pursuant to Paragraph 1 and 2 carry out a cash settlement or a disclosure for securities and rights which have not been delivered and for the securities and rights resulting therefrom on the first business day at the earliest, if, in its judgement, the securities deposited at Eurex Clearing AG by the Clearing Member obligated to deliver for its transactions do not suffice for the collateralisation of such transactions or if, due to other severe reasons, it deems necessary a replacement with the securities which have not been delivered respectively with the rights being connected with or resulting from these or other securities, such rights not having been delivered.
- (34) Measures set forth in paragraph (1) ~~and through 2-3~~ shall be binding on and accepted by the Clearing Member which did not receive delivery in a timely manner.

Where Eurex Clearing AG has commenced a replacement purchase pursuant to paragraph (1) by means of an auction, the Clearing member obligated to deliver shall not be authorized to deliver the securities it owes to Eurex Clearing AG on the day of the auction. If the securities to be delivered have been replaced at an auction, the delivery obligations of the Clearing Member in default deriving from the original FSE transaction shall expire with discharging effect.

~~To the extent Eurex Clearing AG has made a replacement purchase of owed Ancillary Rights via a German stock exchange or the consortium bank pursuant to paragraph 2, the Clearing Member obligated to deliver is not entitled to deliver the owed Ancillary Rights to Eurex Clearing AG as of the day on which the replacement purchase was carried out via a German stock exchange or as of the day on which the replacement purchase was carried out via a consortium bank. In case a whole or partial replacement purchase of the Ancillary Rights to be delivered was achieved via a German stock exchange or via a consortium bank, the delivery obligations of the defaulting Clearing Member resulting from the original FSE transaction regarding the Ancillary Rights to be transferred in the amount of the replacement purchase made by Eurex Clearing AG of the owed Ancillary Rights expire with discharging effect.~~

- (45) Eurex Clearing AG may deviate from the deadlines defined in paragraph (1) and (2) if adherence to those deadlines could not or only with disproportional expenses or costs be achieved or if other deadlines or obligations arising from the securities or rights require such deviation, would lead to the measures described in paragraph (1) or (2) not replacing the shares in question, or replacing them only with a disproportionate expense of time or money.
- (56) The defaulting Clearing Member shall bear the costs arising from measures within the meaning of paragraph (1) ~~and (2) and (3)~~. Eurex Clearing AG shall levy upon each defaulting

Clearing Member a fee of EUR 250,00 for each auction in one security category held pursuant to paragraph (1), for each securities delivery in default as well as for each measure executed pursuant to paragraph (2) item d to item e for each securities delivery in default.

- (67) Eurex Clearing AG can have recourse against a Clearing Member for damages it or other Clearing Members incur as a result of a default that a Clearing Member has caused. Irrespective of whether Eurex Clearing AG has suffered any damage, the defaulting Clearing Member shall be obligated to pay a contractual penalty. The contractual penalty shall be calculated as follows:

Until the defaulting Clearing Member has rendered delivery or until Eurex Clearing AG has conducted replacement purchase through an auction or until Eurex Clearing AG has implemented cash settlement, Eurex Clearing AG has a payment claim for a sum of money against the defaulting Clearing Member in the amount of 0.04 percent of the current value of the ~~shares securities and rights~~ to be delivered on the basis of an FSE transaction, and at least EUR 100,00 per business day to a maximum of EUR 10,000,00. The period determining the calculation of the contractual penalty shall be extended by one business day respectively at the utmost, up to and including the day on which Eurex Clearing AG has transferred the securities ~~or rights~~ delivered to it, or the securities it has received by way of replacement purchase, to the Clearing Members towards which it has a delivery obligation. This shall apply mutatis mutandis where delivery claims or any claims for damages are assigned to Eurex Clearing AG, or where it conducts cash settlement.

Furthermore, Eurex Clearing AG shall have a claim on the defaulting Clearing Member for payment of interest in the amount of a percentage, to be announced in advance by Eurex Clearing AG, of the countervalue of the ~~shares securities and rights~~ to be delivered per calendar day. This percentage shall be based on the money market rate prevailing in the market plus 1 percent. The period determining this payment claim shall be calculated as per the above-mentioned provision for contractual penalty. The penal interest collected by Eurex Clearing AG shall be credited to the Deutsche Bundesbank branch account of the Clearing Member to receive delivery.

- (78) In the event that the Clearing Member fails to provide the margin demanded for any business day or fails to pay, when they are due, daily settlement payment or other fees in a timely manner, or if such Clearing Member has failed to fulfil any other obligation to Eurex Clearing AG arising under these Conditions, Chapter I subsections 1.7.1 through 1.8.1 shall apply mutatis mutandis.
- (89) The right of Eurex Clearing AG and of Clearing Members which did not receive punctual deliveries to claim further damages shall remain unaffected.

2.1.6 Corporate Actions

- (1) Where corporate actions pursuant to paragraph (2) are carried out in respect of securities which relate to unperformed FSE transactions, Eurex Clearing AG shall process these actions as follows on an individual basis when clearing such transactions with its Clearing Members: The value date of the requisite debits and credits on accounts of Clearing Members involved will be ascertained on the basis of the due days determined and announced by Clearstream Banking AG, Frankfurt/Main ("CBF"). In the absence of further agreements or rulings in

particular in paragraph (2), securities shall be transferred with the rights and duties which existed at the conclusion of the transaction.

(2) Type of corporate action:

(a) Dividend and bonus payments

If dividends, bonus payments or other cash distributions occur, Eurex Clearing AG shall collect them from the shares seller when they fall due and transfer them to the purchaser of the shares. These payments are posted to the accounts of the Clearing Member in question or to the accounts of the settlement institutions mandated by the Clearing Member which these institutions maintain at a Deutsche Bundesbank branch. All payments shall be rendered with due observance of the applicable tax legislation.

(b) Granting of additional rights

If subscription rights to shares or comparable rights are granted, the Clearing Member obligated to deliver on the grounds of as yet unperformed FSE transactions shall be obliged to transfer these rights to Eurex Clearing AG subject to the cut-off date defined by CBF. Eurex Clearing AG shall be entitled to arrange for the transfer of rights in the name of the Clearing Member concerned. Subsequently, Eurex Clearing AG shall credit on the above-mentioned cut-off date the Clearing Member, which has entitlement on the grounds of as yet unperformed FSE transactions, with the rights transferred to it. This applies to fractional rights mutatis mutandis.

(c) Conversion offers

Shareholders may be made an offer to convert existing shares to new ones, shares of another stock corporation, other securities and/or cash settlement. If this is the case, Eurex Clearing AG shall, in regard of FSE transactions which Clearing Members have not yet concluded with it, transfer the relevant existing shares to Clearing Members to receive deliveries. That transfer shall include the options still existing on the date of performance.

(d) Other corporate actions

If a corporate action is carried out such as is not governed by the present provisions, Clearing Members obligated to deliver shall implement transfer of the securities or rights involved within the meaning of the instructions laid down by Eurex Clearing AG in line with the content of the said provisions. Eurex Clearing AG shall in turn transfer the securities and rights it is to deliver and which are affected by ~~this such a~~ corporate action to the Clearing Members which are to receive delivery. Sentences 1 and 2 apply mutatis mutandis ~~in regard of~~ for cash payments which Clearing Members have to perform on the basis of corporate actions not governed by the above-mentioned provisions.

(3) Reversal of FSE transactions

If an FSE transaction is reversed after its conclusion pursuant to sections 12, 12a or 40 of the Conditions for Transactions on FSE, the debits/credits, arising from corporate actions, to the accounts of Clearing Members concerned shall also be reversed with the value date of the FSE transaction reversal.

(4) Corrections to corporate actions

CBF may carry out corrections to corporate actions conducted by Eurex Clearing AG pursuant to paragraph (2) or which should have been carried out, in regard of as yet unperformed or performed FSE transactions which are included in the Eurex Clearing AG clearing (such corrections might be reversals, adjustments, etc.); in such cases of correction, Eurex Clearing AG shall be entitled to undertake corresponding corrections to corporate actions it has conducted pursuant to paragraph (2) and to carry out non-implemented corporate actions retroactively.

For the eventuality that corporate actions in regard of as yet unperformed or performed FSE transactions were not carried out and then corrected by the CBF, Eurex Clearing AG shall reserve the right to waive the subsequent implementation of the corporate action in favor of assigning to the claimant Clearing Member its claims against other Clearing Members arising out of corresponding identical transactions with debt-discharging effect.

(5) Change of method of holding in custody

If, due to a corporate action on the part of an issuer, securities held in collective custody or ancillary rights need to be held on a trust-custody basis or in a different way (hereinafter referred to as "change of method of holding in custody") Eurex Clearing AG is entitled according to its best judgement and by safeguarding of the interests of the respective Clearing Member to effectuate transactions to be performed by Eurex Clearing AG by using securities or ancillary rights subject to such a change of method of holding in custody.

Eurex Clearing AG is also entitled, in case of delivery obligations with shares, fractional rights and ancillary rights which are not fully feasible, to clear such delivery obligations at CBF on the first business day after the business day on which the delivery obligation came into existence after respective order by Eurex Clearing AG. Chapter V, number 2.1.5 paragraph 1 item b to item l and paragraph 2 do not apply.

**VI Chapter:
Transactions Concluded at the Irish Stock Exchange****1 Part:
General Provisions**

[....]

1.1.4 Conclusion of Transactions

- (1) At the Irish Stock Exchange, the only parties to ISE transactions within the meaning of Chapter VI section 1 are Eurex Clearing AG and a Clearing Member. Eurex Clearing AG makes an open offer to Clearing Members and shall enter into a central counterparty contract when two orders in securities subject to Clearing under this Chapter VI are matched electronically on the ISE trading system. Such matching constitutes the acceptance of the open offer by each of the trading participants at the Irish Stock Exchange which have entered the orders that have been matched and a central counterparty contract shall immediately arise between Eurex Clearing AG and the Clearing Member in question. Where an order in Irish securities which has been matched electronically on the ISE trading system has been entered by a Non-Clearing Member, the open offer shall be accepted by that Non-Clearing Member as agent for the General Clearing Member which provides clearing services for that Non-Clearing Member. The General Clearing Member shall be bound by the terms of such a transaction, irrespective of anything contained in any agreement or arrangement between the General Clearing Member and the Non-Clearing Member. All transactions for the sale and purchase of Irish securities between Eurex Clearing AG and Clearing Members and all matters concerning the formation and validity of such transactions shall be governed by and construed in accordance with the law of the Republic of Ireland.

It shall be a term of every central counterparty contract between Eurex Clearing AG and a Clearing Member that the obligation of each of Eurex Clearing AG and the Clearing Member as between themselves to deliver securities or pay cash in respect of that, where the Clearing Member has elected to settle a transaction on a net basis, transaction shall be discharged by and upon the delivery of the net amount of Irish securities of the same description as the securities to which that transaction relates and/or the payment of the net amount of cash for securities of that description calculated, in accordance with the netting procedures provided by CREST, as payable and/or deliverable on the settlement date of the relevant transactions between Eurex Clearing AG and the Clearing Member.

- (2) With matching of orders resulting in the conclusion of an ISE_transaction within the meaning of Chapter VI section 1 paragraph (1), a transaction shall be effected between Eurex Clearing AG and a trading participant at the Irish Stock Exchange pursuant to the law of the Republic of Ireland to the extent that such trading participant is authorised to engage in clearing activities ("Clearing Member"), and an equivalent transaction shall be effected pursuant to the law of the Republik of Ireland between Eurex Clearing AG and another Clearing Member. No ISE-transaction shall be capable of being entered into between two or more Clearing Members. Each transaction with Eurex Clearing AG is a separate transaction the performance of which is not contingent on the obligations of the parties under any connected

transaction becoming discharged.

If, in case of sentence 1, a trading participant at the Irish Stock Exchange is not authorised to engage in clearing activities (Non-Clearing Member) itself, a transaction shall, with the matching of its order, be effected between the Non-Clearing Member and a Clearing Member pursuant to Irish law through which ~~it~~ the Trading Participant settles its ISE transactions, and an equivalent transaction shall simultaneously take place pursuant to Irish law between the Clearing Member and Eurex Clearing AG. Chapter I subsection 1.2.1 paragraph (2) shall apply mutatis mutandis, subject to the transaction being governed by the law of the Republic of Ireland.

- (3) If an ISE-transaction is deleted or cancelled by the ISE according to the the trading conditions of ISE, the cancellation of such ISE-transaction is carried out by ISE by entering a contra-trade in the amount of the price of the respective ISE-transaction into the electronic system of ISE. Following any such contra-trade the obligations as between any Clearing Member to which the contra-trade relates and Eurex Clearing AG shall be automatically amended to reflect the contra-trade. Each Clearing Member entitles Eurex Clearing AG to authorise CREST on its behalf and on behalf of the entitled Clearing Members with the settlement of contra-trades. The Clearing Members are obligated to confirm the contra-trades authorised by Eurex Clearing AG in the system of CREST pursuant to Clause 2 at the same day (Matching). Eurex Clearing AG and the relevant Clearing Members are obligated to immediately delete the ISE transactions to be cancelled pursuant to Clause 1 in the system of CREST. Any debits booked on the accounts of Eurex Clearing AG or the relevant Clearing Members shall immediately be cancelled in the system of CREST. Any debits or credits booked on the accounts of Eurex Clearing AG or the relevant Clearing Members shall be cancelled accordingly. In this case, the relevant Clearing Members are obligated, after respective notification, to confirm respectively to enter or to delete the orders entered or cancelled in the system of CREST by Eurex Clearing AG. Eurex Clearing AG shall be entitled to give instructions to CREST both for itself and on behalf of any Clearing Member with respect to any contra-trade. Any outstanding amount already debited or credited to the Clearing Members' accounts will be cancelled under the respective value date.
- (4) Eurex Clearing AG may at any time void any transaction, send instructions to CREST voiding any transaction or take action in the Republic of Ireland if
- (a) the transfer contemplated by the transaction is prohibited by an Order of the High Court of Ireland or by or under any law having effect in the Republik of Ireland; or
 - (b) the relevant issuer has actual notice that the transfer contemplated by the transaction is avoided by or under any law having effect in Ireland; or
 - (c) the relevant transfer contemplated by the transaction has as the transferee a deceased person; or
 - (d) the equivalent transaction under ~~subsection Number 1.1.4~~ (2) is subject to any of items (a) to (c) above.

In case Eurex Clearing AG voids an ISE transaction pursuant to paragraph 4, Eurex Clearing AG shall close out all positions in respect of such General or Direct Clearing Member, whose

ISE transactions are affected by such voidness, pursuant to subsection 1.8.1 and realize margin.

- (5) No ~~Clearing Member~~ (General Clearing Members, Direct Clearing Members or Non-Clearing Members) nor any third person may procure any other person acting on such person's behalf (i.e. any agent, affiliate, contractor, liquidator, administrator, administrative receiver or trustee in bankruptcy of any such person but excluding CREST and Eurex Clearing AG) to seek a Court Order to take any other step in respect of the register of securities by an issuer or registrar, whether to prevent the registration of any transferee of securities or otherwise.

1.1.5 Business Days

The business days of Eurex Clearing AG within the meaning of Chapter VI shall be the days determined by Eurex Clearing AG.

1.1.6 Liability

Eurex Clearing AG is liable pursuant to the provisions of Chapter I Number 1.2.8. Furthermore, the Clearing Member has to release and indemnify Eurex Clearing AG from all requirements and claims of third parties – in particular of ISE, CREST or the Settlement Bank - to the extent such requirements and claims are directly or indirectly opposed to Eurex Clearing AG in its capacity as CREST Central Sponsor or as CCP Participant and to the extent they affect an obligation of the Clearing Member having been culpably violated by it and if no Eurex Clearing AG has not acted in an culpable way. Eurex Clearing AG shall immediately notify the Clearing Member of such imminent requirement respectively such claim and will provide the Clearing Member with all information it needs in order to take over the legal defense, if it intends to do so. A dispute of the settlement, provided it is not based on a judgment, needs consent of Eurex Clearing AG.

[...]

1.3 Subpart:

Legal Relationships between Eurex Clearing AG, General Clearing Member (GCM), Direct Clearing Member (DCM) and Non-Clearing Member (NCM)

[...]

1.3.2 Rights and Obligations of the General Clearing Member of Eurex Clearing AG

- (1) General Clearing Members are obligated to conclude a NCM-GCM Clearing Agreement with Non-Clearing Members who meet the other prerequisites for admission to trading at ISE.
- (2) Each General Clearing Member is obligated to effect any payment and delivery arising out of all transactions entered into according to the NCM-GCM Agreement by any of the Non-Clearing Members who make their settlements through the General Clearing Member.
- (3) If a Non-Clearing Member fails to effect security or daily settlement payment determined by its General Clearing Member pursuant to subsection 2.1.3, ISE may, upon written request of the

General Clearing Member vis-à-vis ISE, exclude the Non-Clearing Member from trading at ISE or restrict such Non-Clearing Member to the trading of such securities and rights whose clearing is not executed by Eurex Clearing AG for the period of the default. Eurex Clearing AG has to be notified by both the General Clearing Member and the ISE as soon as such request has been made.

Upon a decision of ISE pursuant to sentence 1 or in case a Non Clearing Member ignores a decision of ISE with regard to sentence 1 and still trades the securities cleared by Eurex Clearing AG and which it has been excluded from, the provisions pursuant to subsection 1.1.4 paragraph 1 and 2 and chapter I, subsection 1.2.1 paragraph 1 and 2 regarding order and quotes entered into the ISE system by Non-Clearing Members do no longer apply. ~~Chapter VI Subsection 1 paragraph 1 sentence 4 to 6 apply mutatis mutandis.~~

- (4) If a General Clearing Member fails to effect any payments or deliveries due to Eurex Clearing AG, ISE may, upon application by Eurex Clearing AG, exclude the General Clearing Members in its capacity as trading participant admitted at ISE (Clearing Only Member Firm or Member Firm) and its affiliated Non-Clearing Members from trading at ISE or restrict them to the trading of such securities and rights whose clearing is not executed by Eurex Clearing AG.

Upon a decision of ISE pursuant to sentence 1, the provisions pursuant to subsection 1.1.4 paragraph 1 and 2 and chapter I, subsection 1.2.1 paragraph 1 and 2 regarding order and quotes entered into the ISE system by Non-Clearing Members and its affiliated Non-Clearing Members do no longer apply. ~~Chapter VI Subsection 1 paragraph 1 sentence 4 to 6 apply mutatis mutandis.~~

Eurex Clearing AG reserves the right to settle ISE transactions closed between Eurex Clearing AG and a General-Clearing-Member which have not been fulfilled and for whose clearing the General Clearing Member is responsible for, in accordance with chapter I subsection 1.8.1. Eurex Clearing AG is not liable for any loss resulting for a Non-Clearing Member in case of an exclusion of trading of its General-Clearing-Member at ISE or restriction to trading of its General-Clearing-Member in such securities and rights whose clearing is not executed by Eurex Clearing AG or for making or failing to make any notification made to the ISE in accordance with this paragraph 4.

- (5) Provided it is informed, Eurex Clearing AG notifies the General-Clearing-Member about measures vis-à-vis one of its Non-Clearing-Members, provided that such measures may affect the risk assessment of the Non-Clearing-Member.
- (6) Each General Clearing Member represents and warrants that the securities or rights that it agrees to sell to Eurex Clearing AG as a central counterparty and which are subject to clearing under these Clearing Conditions, are not subject to any charge, encumbrance or proprietary interest of any kind. With respect to Non-Clearing Members vis-à-vis its respective Clearing Members sentence 1 applies mutatis mutandis.
- (7) Each General Clearing Member and Non-Clearing Member acknowledges and agrees that settlement of transactions shall take place in accordance with and subject to provisions of the Crest Rules, the Crest Manual and the terms and conditions applying to Crest Members.
- (8) Each General Clearing Member and Non-Clearing Member recognises and agrees that the services provided by Eurex Clearing AG under this Chapter VI is a 'system' as designated

pursuant to the Settlement Finality Directive (Directive 98/26/EC) as implemented in Germany (the "SFD") and is a system governed by German law, notwithstanding that the contracts between the General Clearing Members and Eurex Clearing AG concluded at the Irish Stock Exchange pursuant to the provisions of Number 1.1.4 Paragraph (1) and (2) of subsection 1.1.4 are governed by the law of the Republic of Ireland. A 'transfer order' within the meaning of the SFD shall be deemed to enter into the system and made irrevocable from the moment when the orders in respect of securities subject to clearing under this Chapter VI are matched and a resultant electronic instruction issued from the trading platform of the Irish Stock Exchange is received by the system.

1.3.3 Termination of NCM-GCM Clearing Agreement

- (1) Eurex Clearing AG may terminate any NCM-GCM Clearing Agreement with immediate effect in the event that the Non-Clearing Member or the General Clearing Member has violated the Clearing Conditions despite receiving warning notice concerning the violation. If Eurex Clearing AG has terminated a NCM-GCM Clearing Agreement, the Non-Clearing Member concerned may not enter new orders or quotes, must cancel all outstanding orders and quotes and must close all existing ISE transactions or transfer such ISE transactions to another General Clearing Member. If the closing and transfer of such ISE transactions closed between the Non-Clearing Member and the General-Clearing-Member has not been concluded within a period of time fixed in particular cases by Eurex Clearing AG, Eurex Clearing AG may exercise the closing of the corresponding ISE transactions closed between the General-Clearing-Member and Eurex Clearing AG pursuant to chapter I subsection 1.8.1. The General-Clearing Member has to fulfil the obligations under any remaining ISE transactions of such Non-Clearing Member.
- (2) A General Clearing Member may terminate a NCM-GCM Clearing Agreement at any time upon one month's notice. Upon expiration of such notice period, the Non-Clearing Member has to delete all existing orders and settle or transfer to another General Clearing Member all existing ISE transactions; such Non-Clearing Member may thereafter enter no new orders or quotes that would be cleared through the terminating General-Clearing Member. ~~Chapter VI~~ Paragraph 1 sentence 3 and 4 shall apply mutatis mutandis.
- (3) A Non-Clearing Member may terminate a NCM-GCM Clearing Agreement at any time, provided that it has closed or transferred all open ISE positions, cancelled all orders and quotes and fulfilled all obligations to the General Clearing Member concerned and Eurex Clearing AG.
- (4) The termination of NCM-GCM Clearing Agreement shall only become effective upon receipt of a notice of termination in writing by the other two parties.
- (5) Eurex Clearing AG informs ISE in writing about a termination of the NCM-GCM Clearing Agreement pursuant to paragraph 1 to 3 and about the point in time as of which the termination becomes effective. From the point in time as of which the termination of the NCM-GCM Clearing Agreement becomes effective, the provisions pursuant to ~~Chapter VI~~ subsection 1.1.4 paragraph 1 and 2 and pursuant to Chapter I subsection 1.2.1 Paragraph 1 and 2 do no longer apply for the orders entered into the electronic trading system of ISE by the respective Clearing Member or Non-Clearing Member in their capacity as trading participants at ISE. From the point in time named by Eurex Clearing AG pursuant to sentence 1, ISE excludes the respective General-Clearing-Member or Non-Clearing Member in their capacity as trading participants at ISE from trading at ISE or restricts their rights for trading at ISE to securities and rights whose clearing is not executed by Eurex Clearing AG. ~~From the point in~~

~~time pursuant to sentence 1, transactions of the respective Clearing Members or Non-Clearing Members in their function as trading participants at ISE are only effected bilaterally between the trading participants and ISE.~~

1.3.4 Clearing Services by Direct Clearing Members of Eurex Clearing AG for Affiliated Companies

Subsection 1.9.2 and 1.9.3 shall apply mutatis mutandis to the legal relationship of affiliated Non-Clearing Members and Direct Clearing Members of Eurex Clearing AG.

2 Part: Clearing of transactions concluded at the Irish Stock Exchange (ISE)

2.1 Subpart: Settlement of ISE transactions

2.1.1 General Provisions

- (1) Eurex Clearing AG shall be a contracting party for all deliveries and payments at the performance of ISE transactions within the meaning of Chapter VI section 1.
- (2) Clearing Members must fulfil their delivery and payment obligations in accordance with the instructions of Eurex Clearing AG.
- (3) The following shall apply to the procedures for delivery and payment pursuant to paragraph (1):

All physical deliveries and payments shall be concurrently performed between the Clearing Members and Eurex Clearing AG and, accordingly, between Eurex Clearing AG and the Clearing Members which are to receive delivery, on the settlement day (delivery versus payment). Physical deliveries of securities are to be made through the securities account at CREST of Eurex Clearing AG, and the payment is to occur via the respective cash settlement account.
- (4) Transfer of ownership of the securities to be delivered to ~~a~~ the Clearing Members ~~or to~~ and Eurex Clearing AG shall be effected in accordance with the requirement of CREST and the Irish regulations. Under the Irish regulations upon generation of the Register Update Request as prescribed by the CREST manual, a transferee acquires an equitable interest in the appropriate subsection of the transferor's holdings of the relevant securities. This equitable interest is superseded by the superior title obtained upon registration by the issuer (or his registrar). The issuer may in certain limited circumstances refuse to register a transfer of title in which case the rules of CREST relating to bad deliveries defined in the CREST manual shall apply.
- (5) If a transfer of ownership of securities to the transferee in the Share Register in order to fulfil ISE transactions within the meaning of paragraph 4 cannot be carried out due to acts or omissions of the General or Direct Clearing Member or the issuer of the securities to be transferred, and if the bad delivery-Rules pursuant to the CREST Manual apply, Eurex Clearing AG may close out all positions with regard to General or Direct Clearing Members who have not fulfilled their ISE transactions and realize margin.

- (6) All Clearing Members shall guarantee their ability to pay and deliver by holding respective stock in the securities account at CREST and credit at the respective cash accounts.
- (7) References in this Chapter VI to the Irish Regulations means the Companies Act, 1990 (Uncertified Securities) Regulations 1996, as amended, supplemented or substituted from time to time.

2.1.2 Settlement Netting

With respect to ISE transactions to be settled Eurex Clearing AG facilitates settlement netting, as provided by the CRESTCo Ltd. ("CREST") facilities and described in the CREST Manual.

Crest provides on behalf of Eurex Clearing AG netting procedures in order to enable or facilitate, at the election of a Clearing Member of Eurex Clearing AG (and the sanction of such an election) made in accordance with such procedures, the termination of certain gross ISE transactions attributable to that Clearing Member and their replacement upon taking a settlement netting account by a single net transaction. Where the CREST Manual refers to the "netting rules" it should be read in conjunction with the Clearing Conditions of Eurex Clearing AG.

2.1.3 Daily Assessment

- (1) For each delivery of ~~shares securities and rights~~ not yet performed, profits and losses will be determined on the business day concerned and set off against the collateral provided. For all as yet unperformed deliveries, the amount of collateral to be deposited shall be calculated as the difference between the price of the concluded transaction and the daily settlement price for such Business Day.
- (2) The daily settlement price shall be determined by Eurex Clearing AG at its sole discretion.

2.1.4 Margin Requirements

- (1) The basic provisions for margin requirements for ISE transactions are set forth in Chapter 1 subsection 1.3.1 paragraphs (1),(2),(4) and (5) and subsections 1.3.3 through 1.3.5. In addition thereto, paragraphs 2 to 4 shall apply.
- (2) The calculation of the margin requirements of a Clearing Member or a Non-Clearing Member shall occur separately for Principal Position Accounts and Agent Position Accounts.
- (3) Cash positions and ~~equity~~ positions in securities or rights shall be evaluated separately. Each cash position shall be evaluated at an interest rate fixed by Eurex Clearing AG which will be based on the current market rate. Each ~~equity~~ position in securities and rights will be evaluated on the basis of the settlement prices determined daily by Eurex Clearing AG pursuant to paragraph (2).
- (4) In addition to the margin required under paragraph (2), a further margin requirement ("Additional Margin") shall be calculated in an amount sufficient to cover any change to the cost of closing all deliveries not yet performed that cannot be netted in accordance with paragraph (2) assuming the least favorable price development, as determined by Eurex Clearing AG, until the next calculation of the margin requirements.

2.1.5 Delay in Delivery or Payment

- (1) If the Clearing Member obligated to deliver is in default and does not deliver the shares owed as a result of a ISE-transaction pursuant to chapter VI Subsection 1 ~~or connected with or resulting from such or other securities~~ owed on the delivery day in line with the instructions of Eurex Clearing AG, Eurex Clearing AG shall have the right, ~~unless there is an identical claim with regard to the same class of securities which can be charged up against such liability,~~ to adopt the following measures:
- (a) ~~Eurex Clearing AG may implement, on the first business day after the delivery date at the earliest, a replacement for the securities and for the fractional rights resulting from such securities (the "Securities") which were not delivered, when it believes on the basis of extraordinary risks that the collateral deposited at Eurex Clearing AG for his transactions by the Clearing Member obligated to deliver is no longer adequate to collateralize these transactions, or that there are other material reasons which make it necessary to replace the undelivered securities, the ancillary rights connected with or resulting from such or other securities, respectively.~~
- (~~b~~a) If the securities resulting from an ISE transaction to be delivered by the Clearing-Member obligated to deliver are not delivered to the securities account of Eurex Clearing AG at CREST on the fifteenth business day at the latest after the delivery date (the "unperformed ISE transaction"), Eurex Clearing AG shall replace the undelivered securities.
- b) ~~The replacement purchase may~~ shall be carried out by means of an auction pursuant to item c. If the requisite securities cannot be bought in such auction, or only in part, the Clearing Member in default shall receive a further 3 business days in which to deliver. If the securities to be delivered are not delivered to Eurex Clearing AG on the ~~twentieth~~ eighteenth business day at the latest after the delivery date, Eurex Clearing AG shall again attempt to replace the undelivered securities via an auction pursuant to item c-. If the securities may not or only in part be purchased by this auction, the defaulting Clearing Member is granted two more days for delivery. If the securities to be delivered are not delivered to Eurex Clearing AG on the twentieth business day following the delivery date at the latest, Eurex Clearing AG shall again try to replace the securities which have not been delivered by means of an auction pursuant to item c.
- (c) The following shall apply to the replacement purchase by way of auction:
- For each auction, Eurex Clearing AG shall publish a maximum price for each class of securities, which shall constitute the ceiling for bids. The maximum price for such auction shall be the settlement price determined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% of such settlement price.
- Any company ("Vendor") who has concluded a contract with Eurex Clearing AG beforehand may take part in the auctions.
- (d) If the required securities cannot be purchased by auction in whole or only in part pursuant to item b) sentence 4~~6~~, Eurex Clearing AG can, as regards ~~an unperformed transaction~~ the securities owed of the unperformed ISE transaction, determine a cash

settlement on the ~~21st~~-20th business day after the delivery date, so that the performance obligations of the defaulting Clearing Member ~~and of vis-à-vis~~ Eurex Clearing AG arising from this unperformed ISE transaction with discharging effect expire with effect as of the 21st business day after the delivery day. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

The same applies to securities of the same category from transactions of the same nature existing between of Eurex Clearing AG ~~and or~~ vis-à-vis the defaulting Clearing Member or several other Clearing Members; this applies to the extent corresponding to the number of securities owed from the unperformed ISE transaction which have not been delivered to Eurex Clearing AG by the defaulting Clearing Member shall apply correspondingly. In this case, both the defaulting Clearing Member and the Clearing Member(s) named in Clause 3 are obligated to cancel the instructions underlying the respective delivery and subscription obligations in the system of CREST. Chapter VI Number 2.1.5 Paragraph 8 does not apply.

The level of the cash settlement payable by the defaulting Clearing Member to Eurex Clearing AG shall be determined by a comparison between the settlement price as defined by Eurex Clearing AG for the corresponding class of securities plus an additional charge of 100% and the highest selling price as well as the highest purchase price of the relevant ISE transactions.

The highest price determined in this way shall be multiplied with the respective subsection of the ~~defaulting transactions~~ securities owed of the unperformed ISE transactions which have not been delivered in due time. The resultant sum shall be settled against the respective final amounts of the relevant ISE transactions and shall result in the amount payable to Eurex Clearing AG by the defaulting Clearing Member through cash settlement.

Eurex Clearing AG shall pay out this amount to ~~the one or the other~~ Clearing Member(s) who have made ~~identical~~ ISE transactions with Eurex Clearing AG according to sentence 3.

- (e) An implementation of a cash settlement pursuant to item d requires that ~~two-three~~ repurchase attempts through one auction respectively have been made pursuant to item c in the respective type of securities by Eurex Clearing AG.
 - (f) In case of a corporate action of the issuer, Eurex Clearing AG reserves the right to bring forward the date of a replacement purchase attempt in a certain securities class.
- (2) If the Clearing Member obligated to deliver is in default and does not deliver in due time the rights (e.g. subscription rights) owed as a result of an ISE-transaction (e.g. subscription rights) pursuant to chapter VI Subsection 1 owed on the delivery day in line with the instructions of Eurex Clearing AG (the "unperformed ISE transaction"), in case of ancillary rights which have not been transferred by the defaulting Clearing Member in due time, Eurex Clearing AG will carry out the following measures on the last day of the subscription period of the respective right in the system of CREST:

- (a) ~~Eurex Clearing AG will repurchase the ancillary rights which have not been transferred in due time at ISE or via the leading bank conducting the supply of the respective ancillary rights. The ancillary rights purchased in this way will be transferred to the Clearing Member not having been delivered in due time.~~Determination of a cash settlement (Cash Settlement) -(If such a repurchase is not possible in whole, Eurex Clearing AG will determine a cash settlement regarding the rights which have not been delivered in due time by the defaulting Clearing Members non-fulfilled transaction with the legal result that the fulfilment obligations of the defaulting Clearing Member and Eurex Clearing AG from this transaction expires with discharging effect. Instead, the defaulting Clearing Member is obligated to pay a cash settlement to determined by Eurex Clearing AG to Eurex Clearing AG.

~~The same applies with regard to identical transactions- similar rights owed by Eurex Clearing AG vis-à-vis the defaulting Clearing Member or existing between Eurex Clearing AG and vis-à-vis one or more other Clearing Members to the extent corresponding to the number of securities owed from the unperformed ISE transaction which have not been delivered to Eurex Clearing AG by the defaulting Clearing Member. In this case, both the defaulting Clearing Member and the Clearing Member(s) named in Clause 3 are obligated to cancel the instructions underlying the respective delivery and subscription obligations in the system of CREST. Chapter VI Number 2.1.5 Paragraph 8 does not apply.~~

- (eb) ~~The amount of the cash compensation to be paid by the defaulting Clearing Member to Eurex Clearing AG shall be determined by Eurex Clearing AG comparison between the calculational value of the right to be delivered at the point in time of the cash settlement and results from the settlement price determined for the respective type of ancillary rights plus an additional charge in the amount of 100 % and the highest sale price and purchase price in the relevant ISE transactions or deliveries.~~

~~The price calculated in line with this procedure in this way is multiplied with the respective lot size of the Ancillary-Rights which have not been delivered in due time to Eurex Clearing AG; the resulting sum adds up to the amount to be paid by the defaulting Clearing Member in the course of the cash compensation.~~

~~Upon receipt, Eurex Clearing AG will distribute this amount to one or the Clearing Member(s) who have entered into identical ISE transactions with Eurex Clearing AG pursuant to item b-a sentence 3.~~

- (3) Eurex Clearing AG may at the earliest on the first business day after the delivery day at its own dutiful discretion or pursuant to Paragraph 1 carry out a cash settlement for securities which have not been delivered in due time and, at its own dutiful discretion or pursuant to Paragraph 2, for rights which have not been delivered in due time, if, in its judgement, the securities deposited at Eurex Clearing AG by the Clearing Member obligated to deliver for its transactions do not suffice for the collateralisation of such transactions or if, due to other severe reasons, it regards necessary a replacement with the securities which have not been delivered respectively with the rights not having been delivered and being connected with or resulting from these or other securities.

- (34) Measures set forth in paragraph (1), and (2) and (3) shall be binding on and accepted by the Clearing Member which did not receive delivery in a timely manner.

Where Eurex Clearing AG has commenced a replacement purchase of the owed securities pursuant to paragraph (1) or (3) by means of an auction, the Clearing member obligated to deliver shall not be authorized to deliver the securities it owes to Eurex Clearing AG on the day of the auction. If the securities to be delivered have been replaced at an auction, the delivery obligations of the Clearing Member in default deriving from the original ISE-transaction shall expire with discharging effect.

To the extent Eurex Clearing AG has made a ~~replacement purchase~~ cash settlement of ~~owed Ancillary Rights~~ owed Ancillary Rights which have not been delivered in due time by the defaulting Clearing Member via the ISE pursuant to paragraph (2) or (3), the Clearing Member obligated to deliver is not entitled to deliver the owed ~~Ancillary Rights~~ owed Ancillary Rights to Eurex Clearing AG as of the day on which the ~~replacement purchase~~ cash settlement was carried out ~~via a ISE~~. ~~In case a whole or partial replacement purchase of the Ancillary Rights to be delivered was achieved via a German stock exchange or via a consortium bank, the delivery obligations of the defaulting Clearing Member resulting from the original ISE transaction regarding the Ancillary Rights to be transferred in the amount of the replacement purchase made by Eurex Clearing AG of the owed Ancillary Rights expire with discharging effect. In such case, the defaulting Clearing Member is also obligated to delete the delivery instructions underlying the unperformed ISE transaction in the electronic system of CREST.~~

- (45) Eurex Clearing AG may deviate from the deadlines defined in paragraph (1) and (2) if adherence to those deadlines would lead to the measures described in paragraph (1) or (2) not replacing the ~~shares securities or rights~~ in question, or replacing them only with a disproportionate expense of time or money, or if other deadlines or obligations resulting from the securities or rights would justify such deviation.
- (56) The defaulting Clearing Member shall bear the costs arising from measures within the meaning of paragraph (1), ~~and (2) and (3)~~. Eurex Clearing AG shall levy upon each defaulting Clearing Member a fee of EUR 250.00 for each auction held pursuant to paragraph (1) in one security class, ~~for each securities delivery in default as well as for each measure executed pursuant to paragraph (2) for each securities delivery in default.~~
- (67) Eurex Clearing AG can have recourse against a Clearing Member for damages it or other Clearing Members incur as a result of a default that a Clearing Member has caused.
- (78) In the event that the Clearing Member fails to provide the margin demanded for any business day or fails to pay, when they are due, daily settlement payment or other fees in a timely manner, or if such Clearing Member has failed to fulfil any other obligation to Eurex Clearing AG arising under these Conditions, Chapter I subsections 1.7.1 through 1.8.1 shall apply mutatis mutandis.
- (89) The right of Eurex Clearing AG and of Clearing Members which did not receive punctual deliveries to claim further damages shall remain unaffected.

[....]