

Appendix 5 to the Clearing Conditions of Eurex Clearing AG:

Clearing Agreement

for the Clearing of GC Pooling Repo Transactions with the hHolder
of an Specific Repo License | SA Direct Light License

As of 15.07.2022



AMENDMENTS ARE MARKED AS FOLLOWS:
INSERTIONS ARE UNDERLINED,
DELETIONS ARE CROSSED OUT.

This Clearing 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 ~~Holder of an ISA Direct Light Specific Repo License~~ (the “**Holder of a Specific Repo License**”); and
ISA Direct Light License Holder”); and

(2) [...]

The ~~Holder of a Specific Repo License~~ **ISA Direct Light License Holder** 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 but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

1. The Parties enter into this Agreement for the Clearing of Transactions pursuant to Chapter IV Part 3 of the Clearing Conditions. The legal relationship between the Parties shall be construed in accordance with Chapter IV Part 3 Number 3.1 of the Clearing Conditions. Instructions of the ~~Holder of a Specific Repo License~~ SA Direct Light License Holder that can be made according to the Clearing Conditions shall be made in the form requested by Eurex Clearing AG

[...]

4. Eurex Clearing AG charges fees from the ~~Holder of a Specific Repo License~~ SA Direct Light License Holder for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended.

5. The ~~Holder of a Specific Repo License~~ SA Direct Light License Holder hereby (i) grants to Eurex Clearing AG all pledges and makes all assignments and notifications pursuant to Chapter IV Part 3 Number 3.4 of the Clearing Conditions, (ii) makes the representations and warranties pursuant to Number 1.7 of the General Clearing Provisions, (iii) gives all debit instructions and grants all powers of attorney and authorisations required pursuant to the Clearing Conditions, in particular pursuant to Chapter IV Part 3 of the Clearing Conditions, (iv) undertakes to satisfy the prerequisites of the ~~Specific Repo License~~ SA Direct Light License at any time during the term of this Agreement and (v) agrees to the conclusion of Transactions pursuant to Chapter IV Part 3 Number 3.2.1 and 3.2.2 of the Clearing Conditions.

[...]

7. This Agreement shall be amended pursuant to Number 17.2 of the General Clearing Provisions in the case of amendments to the form of this Agreement set out in Appendix 5 of the Clearing Conditions.

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG and the ~~Holder of a Specific Repo License~~ SA Direct Light License Holder by executing an amended and restated version of this Agreement.

8. Unless otherwise provided for in the Clearing Conditions, the ~~Holder of a Specific Repo License~~ SA Direct Light License Holder shall not assign any of its rights or claims under this Agreement except with the prior written consent of Eurex Clearing AG.

[...]



AUTHORISED SIGNATURES to the Clearing Agreement

_____ (place) _____ (date)
[insert legal name] (as Holder of a Specific Repurchase Agreement) Licenseholder (SA Direct Light License Holder)

_____ (signature) _____ (signature)

_____ (printed name) _____ (printed name)

_____ (title) _____ (title)

Eurex Clearing AG

_____ (place) _____ (date)

_____ (signature) _____ (signature)

_____ (printed name) _____ (printed name)

_____ (title) _____ (title)
