



eurex clearing circular 121/15

Date: 20 October 2015
Recipients: All Clearing Members, Non-Clearing Members and Registered Customers of Eurex Clearing AG and Vendors
Authorized by: Heike Eckert

Lending CCP: Amendments to the Clearing Conditions, consultation on proposed amendments of Special Provisions of Eurex Clearing AG

Contact: Trading & Clearing Services, T +49-69-211-1 17 00, memberservices@eurexclearing.com

Content may be most important for:

☞ All departments

Attachments:

- 1a./1b. Proposed amendments to the Clearing Conditions for Eurex Clearing AG (including Dispute Resolution Rules)
2. Agreement for the Participation in Dispute Resolution Committees
3. Form for appointment of individuals entitled to submit comments

Summary:

This circular contains information with respect to proposed amendments to the Clearing Conditions for Eurex Clearing AG (Clearing Conditions) in connection with the Lending CCP service regarding the following topics:

1. Amendments in the loan opening and closing process, i.e. pre-delivery obligation of Principal Collateral for Borrower Clearing Members.
2. Voluntary Corporate Action Clearing service including Dispute Resolution Rules.

In addition, as topic 3, this circular provides the Agreement for the Participation in Dispute Resolution Committees in connection with the Dispute Resolution Rules.

The amended sections of the Clearing Conditions (including the Dispute Resolution Rules) as well as the Agreement for the Participation in Dispute Resolution Committees, as decided by the Executive Board of Eurex Clearing AG, are attached to this circular.

The proposed amendments related to topics 1 and 2 fall within the scope of Special Provisions and are subject to a consultation process (the "Consultation") to which Eurex Clearing AG hereby invites all affected Clearing Members to submit comments.

Further details on the Consultation process are included in this circular.



Lending CCP: Amendments to the Clearing Conditions, consultation on proposed amendments of Special Provisions of Eurex Clearing AG

This circular contains information with respect to proposed amendments to the Clearing Conditions for Eurex Clearing AG (Clearing Conditions) in connection with the Lending CCP service regarding the following topics:

1. Amendments in the loan opening and closing process, i.e. pre-delivery obligation of Principal Collateral for Borrower Clearing Members.
2. Voluntary Corporate Action Clearing service including Dispute Resolution Rules.

In addition, as topic 3, this circular provides the Agreement for the Participation in Dispute Resolution Committees in connection with the Dispute Resolution Rules.

The proposed amendments related to topics 1 and 2 fall within the scope of Special Provisions and hence are subject to a consultation process (the "Consultation") to which Eurex Clearing invites all affected Clearing Members to submit comments.

The Consultation on the proposed changes or amendments to Special Provisions of Eurex Clearing AG will start on **21 October 2015** and shall end on **20 November 2015** at midnight. A shortened publication period of 15 business days applies to the envisaged changes to topics 1 and 2 and the changes will come into effect on **23 November 2015**, provided that in total no more than two affected Clearing Members object to the application of such shortened publication period within the Consultation.

If Eurex Clearing AG receives such objections from more than two affected Clearing Members during the Consultation, Eurex Clearing AG will notify all Clearing Members promptly on receipt of such objections in a further electronic circular and the amendments to Special Provisions of Eurex Clearing AG.

The Agreement for the Participation in Dispute Resolution Committees under topic 3 will come into effect on 23 November 2015.

The amended sections of the Clearing Conditions (including the Dispute Resolution Rules) as well as the Agreement for the Participation in Dispute Resolution Committees, as decided by the Executive Board of Eurex Clearing AG, are attached to this circular.

1. Amendments in the loan opening and closing process, i.e. pre-delivery obligation of Principal Collateral for Borrower Clearing Members

The current concept of a delivery of Principal Collateral/Equivalent Loaned Assets to the relevant Lender simultaneously with delivery of the Loaned Assets/Equivalent Principle Collateral to the relevant Borrower ("*Zug um Zug*") will be amended to the effect that the obligation of the relevant Lender to deliver the Loaned Assets/Equivalent Principle Collateral only becomes due after receipt of the related Principal Collateral/Equivalent Loaned Assets ("Pre-delivery Obligation").

In the relationship between Eurex Clearing and the Lender Clearing Member such Pre-delivery Obligation will, however, only apply in case of the provision of Principal Collateral by way of a pledge.

Provisions in the following parts of the Clearing Conditions will be amended:

- Chapter IX Part 2 Numbers 2.1.5 (2), 2.2.1 (2) and 2.2.2 (1)

The amended sections of the Clearing Conditions, as decided by the Executive Board of Eurex Clearing AG, are attached to this circular.

2. Voluntary Corporate Actions service including Dispute Resolution Rules

Eurex Clearing has defined a new Voluntary Corporate Actions ("VCA") clearing service which gives a Lender Clearing Member the possibility of providing their election and outturn instruction towards Eurex Clearing.

With the new VCA service the Lender Clearing Member has the mandate to provide an election for the upcoming event before the Eurex Clearing Deadline, which is defined 24 hours before the Market Deadline of the respective event. In a second step, the Lender Clearing Member can provide and/or update the outturn instruction up until the second business day (end-of-business) before the Intended Settlement Date of the election.

A Borrower Clearing Member can accept/reject or dispute the Lender Clearing Member Election/Outturn instruction. In case of dispute, the new Dispute Resolution Procedure will be initiated. Both Lender Clearing Member and Borrower Clearing Member in the Dispute Resolution Procedure have to accept the final outcome of the procedure.

Eurex Clearing will establish a Dispute Resolution Panel Committee which consists of six Custodian Banks. Members of this Committee have to sign the new Agreement for the Participation in Dispute Resolution Committees with Eurex Clearing.

In case of Dispute Resolution, Eurex Clearing will randomly select three members of the Committee. Selected members will provide a final decision on the dispute within a maximum period of seven business days.

The Dispute Resolution Procedure may be used at the discretion of Eurex Clearing in case of an insolvency of the Borrower Clearing Member.

Provisions in the following parts of the Clearing Conditions will be amended:

- Chapter IX Part 2
- Appendix 1,
- Appendix 7,
- Dispute Resolution Rules

The amended sections of the Clearing Conditions, as decided by the Executive Board of Eurex Clearing AG, are attached to this circular.

The envisaged changes under topics 1 and 2 fall within the scope of Special Provisions and hence are subject to a Consultation.

The Consultation on the proposed changes or amendments to Special Provisions of Eurex Clearing AG will start on **21 October 2015** and shall end on **20 November 2015** at midnight. A shortened publication period of 15 business days applies to the envisaged changes to topics 1 and 2 and the changes will come into effect on **23 November 2015**, provided that in total no more than two affected Clearing Members object to the application of such shortened publication period within the Consultation.

If Eurex Clearing AG receives such objections from more than two affected Clearing Members during the Consultation, Eurex Clearing AG will notify all Clearing Members promptly on receipt of such objections in a further electronic circular and the amendments to Special Provisions of Eurex Clearing AG.

Pursuant to Chapter I Part 1 Number 17.3 of the Clearing Conditions for Eurex Clearing AG, Eurex Clearing intends to amend the Special Provisions. Therefore, Eurex Clearing AG invites all affected Clearing Members to submit comments on the proposed changes or amendments of Special Provisions (see amended sections in attachments 1a. and 1b. within one month (Consultation Period).

During the consultation period, comments on proposed changes shall be submitted through a web-based commenting service provided by Eurex Clearing. Any affected Clearing Member intending to submit comments is kindly requested to appoint one or more individuals for the Consultation who will submit comments on behalf of the respective affected Clearing Member via the form in attachment 3 to this circular. The form has to be signed and returned to Eurex Clearing AG, via e-mail SpecialProvisions@eurexclearing.com or via fax +49-69-211-1 84 40, in order to obtain a User ID and Password together with a Link for accessing a web-based commenting service.

Eurex Clearing cannot guarantee consideration of comments if they are submitted in a different way than through the web-based service provided by Eurex Clearing.

Following the assessment of the comments that were received during the consultation period, Eurex Clearing will decide about the changes to the Special Provisions.

To the extent Eurex Clearing AG decides to implement comments of affected Clearing Members to the proposed changes under topics 1. and 2., the so amended version of the changes will be published again at least 15 business days prior to the effective date stipulated in such notice via electronic Eurex Clearing circular and on the Eurex Clearing website www.eurexclearing.com.

When the amended Clearing Conditions come into effect, they will be available for download on the Eurex Clearing website under the following link:

[Resources > Rules and regulations > Clearing Conditions](#)

3. Agreement for the Participation in Dispute Resolution Committees

The Agreement for the Participation in Dispute Resolution Committees, as decided by the Executive Board of Eurex Clearing AG will come into effect on 23 November 2015 and is attached to this circular. As of this date, it will be available for download on the Eurex Clearing website under the following link:

[Resources > Rules and regulations > Forms](#)

Pursuant to Chapter I Part 1 Number 17.2.3 of the Clearing Conditions, the changes and amendments to the Clearing Conditions communicated with this circular are deemed to have been accepted by each Clearing Member, Non-Clearing Member and each Registered Customer unless it objects in writing to Eurex Clearing before the end of the Business Day prior to the actual effective date of such change and amendment of the Clearing Conditions. The right to terminate the Clearing Agreement or the Clearing License according to Chapter I Part 1 Number 2.1.4 Paragraph 2, Number 7.2.1 Paragraph 4 and Number 13 of the Clearing Conditions remains unaffected.

If you have any questions or require further information, please contact Trading & Clearing Services at tel. +49-69-211-1 17 00 or send an e-mail to memberservices@eurexclearing.com.

20 October 2015

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

Chapter VIII Clearing of Securities Lending Transactions

Part 1 General Provisions

[...]

1.1 Clearing License

[...]

1.1.3 Specific Lender License

[...]

- (5) The prerequisites to be fulfilled for the granting of the Specific Lender License are the following:
- (a) the applicant is (i) (1) licensed as a credit institution, (2) licensed as a financial institution, (3) licensed as an insurance undertaking, (4) licensed as a reinsurance undertaking, (5) licensed as an investment firm, (6) a pension fund, pension scheme similar arrangement, (7) an Incorporated Fund, (8) an Unincorporated Fund or (9) a Sub-Fund, provided that in case of (1) to (6) above, each of the applicants and, in case of (7) to (9) above, the manager (if any) of the Incorporated Fund, the Unincorporated Fund or the Sub-Fund, as the case may be, must be supervised in accordance with legislation of the European Union relating to the prudential supervision of regulated entities, or (ii) subject to equivalent supervision in its jurisdiction of incorporation as determined by Eurex Clearing AG, provided that the competent supervisory authority is a signatory to Appendix A of the IOSCO Multilateral Memorandum of Understanding or has signed a bilateral memorandum of understanding with the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – “BaFin”*), or (iii) a governmental entity or supranational organisation pursuant to Chapter I Part 1 Number 2.1.3 Paragraph (1); provided that in each case of (i) to (iii) above admittance will only

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 2

be granted by Eurex Clearing AG upon request and upon the sole risk assessment of Eurex Clearing AG;

[...]

Part 2 Terms and Conditions of Securities Lending Transactions

[...]

2.1 General Provisions of Securities Lending Transactions

[...]

2.1.2 Eligible Principal Collateral Assets and Redelivery Claim

[...]

- (3) Unless Number 2.1.5 Paragraph (2) applies, the purpose of the delivery of Principal Collateral is to secure the claim for (i) delivery of Equivalent Loaned Assets on the Maturity Date (including in the case of a transformed Securities Lending Transaction pursuant to Number 2.7.4 Paragraph (1) (c)) or (ii) payment of the applicable cash amount in the event of a cash settlement pursuant to Number 2.4.1 Paragraph (2) (c) and (d), Number 2.4.2 Paragraph (1) (a), Number 2.4.2 Paragraph (2), Number 2.4.4, Number 2.6.4 Paragraph (8), (9) and (10) as well as Number 2.7.2 Paragraph (4) (b), Number 2.7.3 Paragraph (2) and Number 2.7.4 Paragraph (1).

[...]

2.1.5 Provision of Principal Collateral and Equivalent Principal Collateral

[...]

- (2) [...]

The purpose of any such pledge is to secure Eurex Clearing AG's obligation to (i) deliver the Equivalent Loaned Assets on the Maturity Date (including in the case of a transformed Securities Lending Transaction pursuant to Number 2.7.4 Paragraph (1) (c)) or (ii) to pay the applicable cash amount in the event of a cash settlement pursuant to Number 2.4.1 Paragraph (2) (c) and (d), Number 2.4.2 Paragraph (1) (a), Number 2.4.2 Paragraph (2), Number 2.4.4, Number 2.6.4 Paragraph (8), (9) and (10) as well as Number 2.7.2 Paragraph (4) (b), and Number 2.7.3 Paragraph (2) and Number 2.7.4 Paragraph (1) below, in each case with regard to the specific Securities Lending Transaction only. The pledge will not secure a Difference Claim of a Clearing Member against Eurex Clearing AG upon the occurrence of a Termination with respect to the Clearing Member or a difference claim of the Clearing Member against Eurex Clearing AG in the event of a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9.

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 3

~~For the avoidance of doubt, (i) The obligation of the Lender Clearing Member (Pledge) or holder of a Specific Lender License to transfer of the Loaned Assets to Eurex Clearing AG on the Value Date (as defined in Number 2.2.1 below) will only become due be effected concurrently (*Zug um Zug*) against upon the creation of the pledge over the relevant Eligible Principal Collateral Assets, and the obligation of the Lender Clearing Member (Pledge) or holder of a Specific Lender License to release the pledge on the Maturity Date (as defined in Number 2.2.2 below) will only become due after Eurex Clearing AG has actually delivered Equivalent Loaned Assets to the Lender Clearing Member (Pledge) or holder of a Specific Lender License(ii). the pledge will not secure a Difference Claim of a Clearing Member against Eurex Clearing AG upon the occurrence of a Termination with respect to the Clearing Member or a difference claim of the Clearing Member against Eurex Clearing AG in the event of a close-out with respect to Eurex Clearing AG pursuant to Chapter I Part 1 Number 9.~~

[...]

2.2 Delivery and Return of Loaned Assets

2.2.1 Delivery of Loaned Assets

[...]

- (2) On the Value Date, the Lender shall transfer the Loaned Assets specified in the Loan Information to the Borrower against delivery of Initial Principal Collateral (as defined in Number 2.3.1 below) by the Borrower to the Lender or, if Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), upon creation of such pledge by Eurex Clearing AG.

If Principal Collateral is transferred pursuant to Number 2.1.5 Paragraph (1) between Eurex Clearing AG and the Lender Clearing Member, All physical deliveries and payments between Eurex Clearing AG and the Lender Clearing Member shall be concurrently (*Zug um Zug*) performed between the Lender Clearing Member and Eurex Clearing AG, and the Borrower Clearing Member and Eurex Clearing AG. If Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), the obligation of the Lender Clearing Member (Pledge) or holder of a Specific Lender License to transfer the Loaned Assets to Eurex Clearing AG shall only become due upon creation of such pledge by Eurex Clearing AG.

Eurex Clearing AG shall transfer the Loaned Assets specified in the Loan Information to the Borrower Clearing Member immediately after the Borrower Clearing Member has actually delivered the Initial Principal Collateral to Eurex Clearing AG. The obligation of Eurex Clearing AG to deliver the Loaned Assets to the Borrower Clearing Member shall only become due after the Borrower Clearing Member has actually delivered the Initial Principal Collateral to Eurex Clearing AG.

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 4

2.2.2 Return of Equivalent Loaned Assets

- (1) On the Maturity Date (as defined in Paragraph (8) below), the Borrower is required to transfer Equivalent Loaned Assets to the Lender on the Maturity Date (as defined in Paragraph (8) below) against delivery of Equivalent Principal Collateral by the Lender to the Borrower or, if Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2) applies, against release of the such pledge pursuant to Number 2.1.5 Paragraph (2) by the Lender Clearing Member (Pledge) or holder of a Specific Lender License.

If Principal Collateral is transferred pursuant to Number 2.1.5 Paragraph (1) between Eurex Clearing AG and the Lender Clearing Member, all physical deliveries and payments between Eurex Clearing AG and the Lender Clearing Member shall be concurrently (*Zug um Zug*) performed between the Lender Clearing Member and Eurex Clearing AG, and the Borrower Clearing Member and Eurex Clearing AG. If Principal Collateral is provided by way of a pledge pursuant to Number 2.1.5 Paragraph (2), the obligation of the Lender Clearing Member (Pledge) or holder of a Specific Lender License to release such pledge shall only become due after Eurex Clearing AG has actually delivered Equivalent Loaned Assets to the Lender Clearing Member (Pledge) or holder of a Specific Lender License.

Eurex Clearing AG shall transfer Equivalent Principal Collateral to the Borrower Clearing Member immediately after the Borrower Clearing Member has actually delivered Equivalent Loaned Assets to Eurex Clearing AG. The obligation of Eurex Clearing AG to deliver Equivalent Principal Collateral to the Borrower Clearing Member shall only become due after the Borrower Clearing Member has actually delivered Equivalent Loaned Assets to Eurex Clearing AG.

[...]

- (8) The “**Maturity Date**” of the relevant Securities Lending Transaction (i), in the case of an Open Term Loan, is the earlier of (a) the date specified in a Return or Recall request (if any, and which has not been withdrawn or cancelled) by the Lender or Borrower whichever date first becomes effective (or, if a Return or Recall request specify the same date, such date), or (b) the date fixed as final maturity of the Securities Lending Transaction in the Loan Information or (ii), in the case of a Fixed Term Loan, the date specified in the Loan Information, subject to an amendment of such date in accordance with Number 1.2.2 Paragraph (3), Paragraph (2) (ii) and/or Paragraph (3) (ii) above, if any, and (for the avoidance of doubt) subject to an adjustment of such date due to a termination in accordance with Number 2.7.2, Number 2.7.3 or Number 2.7.4.

[...]

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 5

2.3 Delivery and Return of Principal Collateral

[...]

2.3.3 Final return of Principal Collateral

On the Maturity Date, the Lender shall return to the Borrower the Equivalent Principal Collateral actually delivered until, and including the Maturity Date, in full and in accordance with Number 2.1.5 Paragraph (1) or, if Principal Collateral is provided by way of a pledge pursuant to with respect to a Lender Number 2.1.5 Paragraph (2) applies, the Lender Clearing Member (Pledge) or holder of a Specific Lender License shall release ~~the~~ such pledge pursuant to Number 2.1.5 Paragraph (2).

[...]

2.4 Corporate Actions

[...]

2.4.1 Distributions

[...]

(2) Distribution in the form of Securities

A Distribution in the form of Securities ("**Securities Distribution**") shall be delivered as follows:

[...]

- (d) Specific provisions in case of a Securities Distributions in the form of subscription rights

The following additional provisions apply to new Securities Lending Transactions established in the case of a Securities Distributions in the form of subscription rights pursuant to Paragraph (b) above:

Any rights deriving from such Securities Distributions in the form of rights with options are to be exercised in accordance with Number 2.4.2 Paragraph (2).

The following applies, if such rights with options are not exercised or in the case of Securities Distributions in the form of rights without options:

- (i) Notwithstanding the rights of tThe Borrower or the Lender to may issue a Recall or Return request, as the case may be, in accordance with Number 2.2.2.7
- (ii) If no Recall or Return request is issued, the Securities Lending Transaction regarding the Securities Distribution in the form of subscription rights with options shall be redeemed (and shall, accordingly, terminate) by the

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 6

Borrower based on the manner the issuer (or the relevant other grantor of the relevant right or option) would react if no action were taken by the entitled holder of the securities (i.e. "Market Default"). In case of a Market Default in the form of a cash payment, the Borrower shall pay the respective amount in accordance with Number 2.4.1 Paragraph (1). In case of a Market Default in form of a Securities Distribution, delivery by the Borrower shall take place in accordance with Number 2.4.1 Paragraph (2). In case of a Market Default in the form of a mere lapse of the relevant rights with options the Securities Lending Transaction regarding the Securities Distribution in the form of rights with options shall terminate without the redelivery of the Equivalent Loaned Securities.

In case the Market Default cannot be executed due to clearing restrictions the Securities Lending Transaction regarding the Securities Distribution in the form of rights with options shall be redeemed by way of cash settlement on the Business Day following the end of the subscription period applicable to the subscription rights Distribution Settlement Date and the Borrower shall be obliged to pay a respective cash amount.

The amount of such cash payment by the Borrower shall be determined by Eurex Clearing AG in the currency of the Underlying Securities on the basis of the last settlement price of the ~~subscription rights~~ prior to the final Maturity Date (the "**Rights Cash Settlement Price**") or, if no such Rights Cash Settlement Price is available, such other amount as determined by Eurex Clearing AG in its reasonable discretion and notified by Eurex Clearing AG to the Clearing Members.

~~Eurex Clearing AG is neither obliged to undertake support the effective sale nor the execution of any subscription rights underlying the new Securities Lending Transaction. Any rights deriving from such subscription rights are to be exercised in accordance with Number 2.4.2 Paragraph (2).~~

2.4.2 Other Corporate Actions

[...]

(2) Voluntary Reorganisations

"**Voluntary Reorganisations**" are certain corporate actions that are in respect of the concerned owner of the relevant Underlying Securities not mandatory but require a decision/election of the owner of the Underlying Securities to participate in the corporate action (including exchange offers, repurchase offers, ~~optional parts of rights~~, tender, acquisition, takeover or purchase offers and the execution of ~~subscription rights~~ pursuant to Number 2.4.1 Paragraph (2) (d)).

If the Lender Clearing Member wishes to receive Distributions or to execute any rights with regard to Voluntary Reorganisations, it may proceed in accordance with the following provisions and if provided for by the rules of the relevant Third Party

~~Flow Provider shall submit a Lender Election through the VCA Input System (as defined below).~~

~~(a) The Lender Clearing Member may recall the Equivalent Loaned Securities in accordance with Number 2.2.2 Paragraph (3) et seq. and/or enter into a bilateral agreement with the Borrower Clearing Member which provides for the rights and obligations in connection with the bilateral processing of Voluntary Reorganisations between the Lender Clearing Member and the Borrower Clearing Member.~~

~~(b) In the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against other securities, the Lender Clearing Member may agree with the Borrower Clearing Member to amend the terms of the related Securities Lending Transaction as follows:~~

~~(i) The Lender Clearing Member may instruct the Borrower Clearing Member (and shall give notice of such instruction to Eurex Clearing AG) to transmit a new securities lending transaction in respect of the securities resulting from the exercise of the right under the Voluntary Reorganisation as a Settled Original Securities Lending Transaction for novation to Eurex Clearing AG in accordance with Number 1.2.1 Paragraphs (2) and (3). In the case of a right which may be exercised in more than one manner, the Lender Clearing Member shall specify in the instruction how the right shall be exercised. The instruction must be made (and notice thereof must be received by Eurex Clearing AG) at the latest by the Buyer Protection Deadline (as defined below). Eurex Clearing AG may reject the Settled Original Securities Lending Transaction for inclusion in the Clearing due to the non-eligibility of the respective Underlying Securities for Clearing.~~

~~— “**Buyer Protection Deadline**” means the latest point in time by which a buyer protection instruction can be given and shall be defined as the Guaranteed Participation Date (as defined below) plus the standard settlement period of the relevant cash market for the settlement of the Underlying Securities.~~

~~— “**Guaranteed Participation Date**” means the last Business Day on which the Underlying Securities with the right attached to participate in the Voluntary Reorganisation can be acquired.~~

~~(ii) Upon novation of the Settled Original Securities Lending Transaction and receipt of the required Principal Collateral from the Borrower Clearing Member by Eurex Clearing AG in accordance with Number 1.2.1 Paragraph (2) and Number 2.3.4, the Lender Clearing Member is required to issue a Recall in respect of the related Securities Lending Transaction. Eurex Clearing AG will process such Recall in accordance with Number 2.2.2 Paragraph (3) et seq. (except Paragraphs (6), (7) and (8) sub Paragraphs 3 and 4), provided that no redelivery of the Equivalent Loaned Securities shall take place.~~

~~(iii) The Borrower Clearing Member is obliged to comply with the instructions of the Lender Clearing Member pursuant to this Paragraph (b). Any compensation of financial resources that are required to exercise the right in connection with the Voluntary Reorganisation (if any) shall be agreed and executed on a bilateral basis between the Lender Clearing Member and the Borrower Clearing Member according to information provided by the issuer.~~

~~(c) In the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against cash, the Lender Clearing Member may instruct the Borrower Clearing Member (and shall give notice of such instruction to Eurex Clearing AG) to agree on a Recall in respect of the related Securities Lending Transaction without redelivery of the Equivalent Loaned Securities against payment of a cash compensation. Any such cash compensation payment shall be agreed and executed on a bilateral basis between the Lender Clearing Member and the Borrower Clearing Member. The instruction must be made (and notice thereof must be received by Eurex Clearing AG) at the latest by the Buyer Protection Deadline. Any such instruction shall be binding on the Borrower Clearing Member.~~

~~(d) Paragraphs (b) and (c) shall apply *mutatis mutandis* to a Voluntary Reorganisation that provides for the right to exchange the Underlying Securities against a combination of other securities, cash or other assets (and vice versa).~~

~~Eurex Clearing AG shall not be obliged to forward information on any Voluntary Reorganisations to the Clearing Members and assumes no responsibility to execute any decisions or elections with regard to Voluntary Reorganisations.~~

~~**“VCA Input System”** means a system provided by Eurex Clearing AG or a third-party flow provider recognised by Eurex Clearing AG for purposes of enabling Lender Clearing Members and Borrower Clearing Members to submit elections and instructions relating to Voluntary Reorganisations.~~

~~The Lender Clearing Member and the Borrower Clearing Member may submit elections and instructions through the VCA Input System only in accordance with the following provisions (and, if the VCA Input System is provided by a third-party flow provider, subject to the rules of such third-party flow provider), and such elections and instructions shall have the effects set out in this Paragraph (2), subject to the provisions of Number 2.7.4.~~

~~(a) Subject to Paragraph (2) (c), the Lender Clearing Member may, with respect to each Securities Lending Transaction to which a Voluntary Reorganisation relates, submit a Lender Election prior to or after the Eurex Clearing Deadline but only until the earlier of (i) the relevant Distribution Settlement Date and (ii) the close of business on the second Business Day preceding the relevant Intended Settlement Date. In the case of a right which may be exercised in more than one manner, the Lender Clearing Member shall specify in the Lender Election how the right(s) shall be exercised.~~

“Lender Election” means, with respect to the relevant Securities Lending Transaction, an election and instruction on the exercise of the relevant right(s) of the holder of the relevant Underlying Security or Underlying Securities, stating the Intended Settlement Date.

“Intended Settlement Date” means a date, as provided by the Lender Clearing Member in the relevant Lender Election, for the implementation of the Outturn. The Intended Settlement Date does not have to coincide with the date on which the Voluntary Reorganisation would be executed or settled in accordance with its terms.

With respect to a Preliminary Outturn or an Outturn (both as defined below), **“implemented”** or **“implementation”** means, as applicable, that the relevant effect on the Securities Lending Transaction applies without any further action being taken.

“Eurex Clearing Deadline” means, with respect to a Voluntary Reorganisation, 24 hours prior to the relevant Market Deadline, provided that, if such point in time falls on a day other than a Business Day, the Eurex Clearing Deadline shall be the same time of the day on the immediately preceding Business Day.

“Market Deadline” means the latest point in time, as applicable pursuant to the terms of the relevant Voluntary Reorganisation, for a valid exercise of rights (vis-à-vis the issuer of the relevant Underlying Security or Underlying Securities or any other relevant party) by the holder of the relevant Underlying Security or Underlying Securities in respect of the Voluntary Reorganisation.

If the Lender Clearing Member submits a Lender Election, the Lender Clearing Member shall also submit an Outturn Instruction. Such Outturn Instruction may be submitted together with the Lender Election or may, subject to Paragraph (2) (c), be submitted thereafter, but only until the earlier of (i) the relevant Distribution Settlement Date and (ii) the close of business on the second Business Day preceding the relevant Intended Settlement Date.

“Outturn Instruction” means a statement on the Outturn (including the exact number and amount of any Equivalent Loan Securities that shall be redelivered and/or the exact amounts of any cash compensations that shall be payable) that would result from the execution of the Lender Election.

“Outturn” means, as applicable, any of the following (or a combination thereof):

- (i) in the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against other securities, an amendment of the terms of the related Securities Lending Transaction(s) such that
 - (A) such Securities Lending Transaction shall have the terms as if a new securities lending transaction in respect of the securities delivered as a result of the exercise of the right under the Voluntary Reorganisation

were submitted to Eurex Clearing AG as a Settled Original Securities Lending Transaction for novation to Eurex Clearing AG in accordance with Number 1.2.1 Paragraphs (2) and (3), provided that the Underlying Securities of such Settled Original Securities Lending Transaction are eligible for Clearing; and

(B) upon the effects set out in (A) and receipt of the required Principal Collateral from the Borrower Clearing Member by Eurex Clearing AG in accordance with Number 1.2.1 Paragraph (2) and Number 2.3.4 in respect of the amended Securities Lending Transaction, a Recall by the Lender in respect of the original Equivalent Loaned Securities to which such Securities Lending Transaction related prior to such amendment shall automatically be issued and Eurex Clearing AG shall process such Recall in accordance with Number 2.2.2 Paragraph (3) et seq. (except Paragraphs (6), (7) and (8) sub-Paragraphs 3 and 4), provided that no redelivery of the original Equivalent Loaned Securities shall take place;

(ii) in the case of a Voluntary Reorganisation offering an exchange of the Underlying Securities against cash, a Recall in respect of the related Securities Lending Transaction without redelivery of Equivalent Loan Securities and against payment of a cash compensation; or

(iii) in the case of a Voluntary Reorganisation that provides for the right to (wholly or partially) exchange the Underlying Securities against a combination of other securities, cash or other assets (and vice versa), a combination of the results set out in items (i) and (ii) above.

The Lender Clearing Member may submit the Outturn Instruction in a preliminary form (in which case such Outturn Instruction must be labelled "subject to change"). If the Outturn Instruction is submitted in a preliminary form, the Lender Clearing Member may, no later than at the close of business on the second Business Day preceding the Intended Settlement Date (the "**Update Deadline**"), and in each case through the VCA Input System (i) remove the "subject to change" label of the Outturn Instruction (in which case no further updates of the Outturn Instruction can be made), (ii) update the Outturn set out in such Outturn Instruction or (iii) withdraw such Outturn Instruction. If the Outturn instruction is still labelled "subject to change" at the Update Deadline, such label will automatically be removed and the Outturn Instruction will become final.

(b) Eurex Clearing AG will perform a validation of the Lender Election and the Outturn Instruction (including any update thereto) and will reject such Lender Election and/or such Outturn Instruction if such Lender Election and/or Outturn Instruction do not meet the formal requirements as communicated to the Lender Clearing Members by Eurex Clearing AG from time to time.

If Eurex Clearing AG rejects the Lender Election and/or Outturn Instruction, Eurex Clearing AG will notify the Lender Clearing Member accordingly and the Lender Clearing Member may submit a revised Lender Election and/or Outturn Instruction, respectively, in accordance with Paragraph (2)(a). If the Lender Clearing Member does not submit a revised Lender Election and/or Outturn Instruction, the original Lender Election and/or Outturn Instruction will not be effective. If the Lender submits a revised Lender Election and/or Outturn Instruction, such revised Lender Election and/or Outturn Instruction will be subject to the validation procedure set out above.

If the (as applicable, revised) Lender Election and/or Outturn Instruction has been validated, Eurex Clearing AG will notify the Lender Clearing Member of such validation and will forward such Lender Election and/or Outturn Instruction to the Borrower Clearing Member.

If the Lender Clearing Member (i) does not submit a valid Lender Election or, in the case of a rejection of a Lender Election, a valid revised Lender Election or (ii) withdraws its Outturn Instruction in accordance with Paragraph (2)(a) prior to the commencement of a Dispute Resolution Procedure, Number 2.4.1 Paragraph (2)(d)(ii) applies.

(c) The Borrower Clearing Member may, until close of business on the Business Day preceding the Intended Settlement Date, accept, reject or dispute the Lender Election and/or Outturn Instruction (as well as an updated Lender Election and/or Outturn Instruction) through the VCA Input System. If, in the case of an updated Lender Election and/or Outturn Instruction, the Borrower Clearing Member already rejected or disputed the previous Lender Election and/or Outturn Instruction, such rejection or dispute shall also prevail in respect of the updated Lender Election and/or Outturn Instruction unless the Borrower Clearing Member submits an acceptance of such updated Lender Election and/or Outturn Instruction through the VCA Input System.

(A) If the Borrower Clearing Member accepts, or does not reject or dispute, the validated Lender Election and/or Outturn Instruction (or an updated Lender Election and/or Outturn Instruction) prior to close of business on the Business Day preceding the Intended Settlement Date, an Outturn shall automatically be implemented on the Intended Settlement Date in accordance with the (as applicable, updated) Outturn Instruction of the Lender Clearing Member (irrespective of whether the Lender Election has been submitted prior to or after the Eurex Clearing Deadline).

(B) If the Borrower Clearing Member rejects or disputes the validated Lender Election and/or Outturn Instruction (or an updated Lender Election and/or Outturn Instruction) prior to close of business on the Business Day preceding the Intended Settlement Date and the Lender Election has been submitted after the Eurex Clearing Deadline, an Outturn shall automatically

be implemented on the Intended Settlement Date in accordance with the Market Default.

(C) If the Borrower Clearing Member rejects the validated Lender Election and/or Outturn Instruction (or, as applicable, the latest updated Lender Election and/or Outturn Instruction) prior to close of business on the Business Day preceding the Intended Settlement Date and the Lender Election has been submitted prior to the Eurex Clearing Deadline, a dispute resolution procedure (the “**Dispute Resolution Procedure**”) will be conducted after the Intended Settlement Date in accordance with the provisions set forth in the dispute resolution rules as published by Eurex Clearing AG on its website www.eurexclearing.com (such rules, as amended from time to time, the “**Dispute Resolution Rules**”).

(aa) The Outturn resulting from the validated Lender Election and Outturn Instruction (the “**Preliminary Outturn**”) will already automatically be implemented on the Intended Settlement Date. The Lender Clearing Member may request a Recall (subject to and in accordance with Number 2.2.2 Paragraph (3)) in relation to the Securities Lending Transaction (as amended by such Preliminary Outturn) prior to the implementation of the final Outturn pursuant to Paragraph (2)(c)(C)(bb). Such Recall request will be processed as soon as practicable.

(bb) The Outturn prevailing in the Dispute Resolution Procedure shall be implemented in accordance with the Dispute Resolution Rules.

(D) If the Borrower Clearing Member disputes the validated Lender Election and/or Outturn Instruction prior to close of business on the Business Day preceding the Intended Settlement Date, a Dispute Resolution Procedure will be commenced immediately (i.e. already before the Intended Settlement Date) and will be conducted in accordance with the Dispute Resolution Rules.

(aa) The Preliminary Outturn will, if the Dispute Resolution Procedure is not yet completed on or prior to the relevant Intended Settlement Date, already automatically be implemented on the Intended Settlement Date. The Lender Clearing Member may request a Recall (subject to and in accordance with Number 2.2.2 Paragraph (3)) in relation to the Securities Lending Transaction (as amended by such Preliminary Outturn) prior to the implementation of the final Outturn pursuant to Paragraph (2)(c)(D)(bb). Such Recall request will be processed as soon as practicable.

(bb) The Outturn prevailing in the Dispute Resolution Procedure shall be implemented in accordance with the Dispute Resolution Rules.

(E) If the Outturn resulting from the application of this Paragraph (2)(c) (including, as applicable, the Dispute Resolution Rules) deviates from the Preliminary Outturn, the Preliminary Outturn shall automatically be reversed upon the implementation of such Outturn.

The Dispute Resolution Rules form an integral part of these Clearing Conditions.

(d) By signing the relevant Clearing Agreement with Eurex Clearing AG, each Lender Clearing Member and each Borrower Clearing Member (i) acknowledges to be bound by the provisions of the Dispute Resolution Rules (including, without limitation, the implementation of an Outturn and/or the reversal of any Preliminary Outturn in accordance with the Dispute Resolution Rules), (ii) irrevocably authorises (*bevollmächtigt*) Eurex Clearing AG (and, for such purpose releases Eurex Clearing AG from the limitations on self-contracting pursuant to section 181 BGB and similar provisions in any other applicable laws) to issue all statements and take all actions on behalf of such Lender Clearing Member and/or Borrower Clearing Member that are required or expedient in order to effect the implementation of any Outturn or Preliminary Outturn and/or, as applicable, the reversal of any Preliminary Outturn in accordance with this Paragraph (2) and (iii) agrees and undertakes to issue all statements and take all actions that are necessary to effect the implementation of any Outturn or Preliminary Outturn and/or, as applicable, the reversal of any Preliminary Outturn in accordance with this Paragraph (2) or resulting from the Dispute Resolution Procedure.

2.4.8 Limited Liability in relation to the processing of any corporate actions

Eurex Clearing shall not be liable to the Clearing Members for any errors, or any failure to make, or delay, or any incorrect calculations or determinations in connection with the processing of any corporate actions under this Number 2.4 (including in connection with Number 2.7.4) save that it shall be liable to the Clearing Members where such error, failure, delay or incorrect calculation or determination arose out of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of Eurex Clearing AG or out of a violation of any of its essential obligations (*wesentliche Vertragspflichten*) under the Clearing Agreement (incorporating the Clearing Conditions). An essential obligation is an obligation which is both an obligation, the performance of which is necessary for the execution of the contract as well as an obligation in the performance of which the Clearing Member trusts and may trust in. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of Eurex Clearing AG is restricted only to damages typically foreseeable at the time of granting the Clearing License or Specific Lender License. Notwithstanding the foregoing, in no circumstances shall Eurex Clearing AG be liable for any indirect or consequential loss arising from any such error, failure, delay in connection with the processing of any corporate actions or incorrect calculation or determination. In no circumstances shall Eurex Clearing AG be liable to any person other than the Clearing Members for any errors, or any failure to make, or delay in connection with the processing of any corporate actions, or any incorrect calculations or determinations in

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 14

connection with the processing of any corporate actions under this Number 2.4 (including in connection with Number 2.7.4). Nothing in this Number 2.4.8 shall affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act.

2.6 Failure to Deliver

2.6.1 Failure to Deliver by the Lender on the Value Date

- (1) If the Lender fails to actually deliver the Loaned Assets (in respect of which a delivery obligation has become due) to the Borrower in full on the Value Date or any Business Day thereafter, if applicable, with respect to a specific Securities Lending Transaction (the “**Non-Settled Transaction**”), the settlement of such Transaction shall be postponed to the next following Business Day.

[...]

If no actual delivery of the Loaned Assets (in respect of which a delivery obligation has become due) occurs in full by the end of the second Business Day immediately following the Value Date, Eurex Clearing AG shall cancel the Non-Settled Transaction. Cancellation confirmations shall be given in accordance with Number 1.2.3 Paragraph (3).

[...]

- (3) Eurex Clearing AG will charge the Lender Clearing Member a contractual penalty, if the Lender Clearing Member fails to actually deliver the Loaned Assets (in respect of which a delivery obligation has become due) in full on the second Business Day immediately following the Value Date and if the Securities Lending Transaction has been cancelled, irrespective of whether Eurex Clearing AG has suffered a loss. The applicable contractual penalty shall be 0.02 per cent. per day of the Required Collateral Value (calculated in the Transaction Currency) with a minimum of EUR 200 or USD 300 and a maximum of EUR 1,000 or USD 1,500.

[...]

2.6.4 Failure to Deliver by the Borrower on the Maturity Date

[...]

- (2) If a Record Date for a Cash Distribution or for a Securities Distribution in the form of ~~subscription~~ rights pursuant to Number 2.4.1 or the Market Deadline in connection with last trade day for the term of acceptance for a Voluntary Reorganisation pursuant to Number 2.4.2 occurs with respect to a Non-Performed Transaction between Eurex Clearing AG and the Borrower Clearing Member, the Borrower Clearing Member shall be obliged to pay a contractual penalty to Eurex Clearing AG irrespective of whether Eurex Clearing AG has suffered a loss.

Such contractual penalty shall be determined as follows:

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 15

[...]

(b) with respect to Securities Distributions in the form of ~~subscription~~-rights pursuant to Number 2.4.1 Paragraph (2) (d), the contractual penalty shall be (i) the Rights Cash Settlement Price or (ii) if no such Rights Cash Settlement Price is available, such other amount as determined by Eurex Clearing AG in its reasonable discretion, ~~in each case of the amount pursuant to~~ (i) or (ii) above, to be multiplied by two;

(c) with respect to Voluntary Reorganisations pursuant to Number 2.4.2 Paragraph (2), the contractual penalty shall be calculated on the basis of the offer as follows:

– Conversion offer in cash

In a conversion offer in cash, the amount of the contractual penalty shall be calculated on the basis of the offered cash amount for one Underlying Security according to the conversion offer less the settlement price, multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation and by the Acquisition Ratio determined at the end of the acceptance period. If necessary, the offered cash amount shall be converted into the currency of the Equivalent Loaned Security on the basis of the exchange rates published by Eurex Clearing AG on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation.

– Conversion offer in securities or cash

For a conversion offer in securities (bidder's securities) or cash, the amount of the contractual penalty is calculated per Equivalent Loaned Security owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation in accordance with the following formula; this is then multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation:

Contractual penalty per Equivalent Loaned Security =

$$\text{Maximum}(0; (((\sum_{1-n} (\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}) - \text{Settlement Price}_{\text{Security}}) * \text{Acquisition Ratio}))$$

– Different conversion offers in securities or cash

If, in the event of a voluntary corporate action, there is a right to choose between different conversion offers, the contractual penalty is calculated on the basis of the highest value of the conversion offers and the settlement price of the Underlying Security, multiplied by the number of Equivalent Loaned

Securities owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation and the Acquisition Ratio determined at the end of the acceptance period. To this end, the different conversion offers will be calculated using the formula described above and will be compared with one another. The highest contractual penalty per Equivalent Loaned Security shall then apply; this will be multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation.

- Different conversion offers in the event of mandatory corporate actions

If, concerning a mandatory corporate action, a selection right exists giving a choice between different conversion offers, the contractual penalty per Equivalent Loaned Security is to be calculated on the basis of the difference between the highest and lowest value of conversion offers, the result being multiplied by the number of Equivalent Loaned Securities owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation.

The following formula shall be used to calculate the value of the conversion offer:

Value of conversion offer per Underlying Security =

$$\sum_{1-n} (\text{Number}_{\text{Bidder's Securities}} * \text{Price}_{\text{Bidder's Securities}}) + \text{offered cash amount}$$

Number bidder's securities: Number of bidder's securities offered by the bidder for one Underlying Security of the target company.

Price bidder's security: Price for a bidder's security, which is determined as follows: (i) If new issues or new securities are offered, the issue price of the newly issued security offered for subscription will be used as the basis, (ii) if existing securities are offered and Eurex Clearing AG has a determined Settlement Price for the corresponding security, such fixed Settlement Price shall be used as the basis, (iii) otherwise, the closing price on the stock exchange with the largest turnover in the corresponding security shall be used as the basis. The price of the bidder's securities shall, if necessary, be converted into the currency of the Underlying Security on the basis of the exchange rates published by Eurex Clearing AG on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation.

n: Number of the possibly different securities offered by the bidder.

Acquisition Ratio: Total number of Underlying Securities that the bidder plans to acquire, divided by the total number of Underlying Securities offered to the bidder.

Settlement Price security: The daily settlement price determined by Eurex Clearing AG on the Market Deadline in connection with last trade day for the term of

Attachment 1a to Eurex Clearing circular 121/15	Eurex04e
Clearing Conditions for Eurex Clearing AG	As of 23.11.2015
	Page 17

~~acceptance for the a~~ Voluntary Reorganisation for the Equivalent Loaned Security owed on the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation.

The contractual penalty shall be payable in the currency of the Equivalent Loaned Securities and only be charged by Eurex Clearing AG if the calculation in the applicable currency results in a value of at least EUR 5,000, CHF 7,000 or USD 7,000.

Should the terms of the conversion offer on which the calculation of the contractual penalty is based, change after the Market Deadline in connection with last trade day for the term of acceptance for the a Voluntary Reorganisation and the calculation of the contractual penalty have a different result in due consideration of the changed conditions, Eurex Clearing AG reserves the right to re-calculate the contractual penalty on the basis of the modified conditions.

The right of Eurex Clearing AG to claim damages shall remain unaffected.

[...]

2.6.5 Failure to Deliver by the Lender on the Maturity Date

(1) [...]

If the Lender Clearing Member fails to actually deliver the Equivalent Principal Collateral in the form of Cash Principal Collateral (in respect of which a delivery obligation has become due) to Eurex Clearing AG in full until 9:30 a.m. (Frankfurt am Main time) on the Business Day following the Maturity Date with respect to the Non-Returned Transaction, a Termination Event pursuant to Chapter I Part 1 Number 7.2.1 Paragraph (1) shall have occurred with respect to the Lender Clearing Member (irrespective of the fact whether a failure to deliver the Equivalent Loaned Assets by the Borrower pursuant to Number 2.6.4 Paragraph (1) occurs at the same time).

[...]

- (2) (a) If the Lender fails to actually deliver the Equivalent Principal Collateral in the form of Non-Cash Principal Collateral (in respect of which a delivery obligation has become due) to the Borrower in full on the Maturity Date or on any Business Day thereafter with respect to a specific Securities Lending Transaction (for the purpose of this Paragraph (2), the “**Non-Returned Transaction**”), the redemption of such Non-Returned Transaction and return of the Equivalent Principal Collateral shall be postponed to the next following Business Day.

[...]

- (b) If no redemption of the relevant Non-Returned Transaction and return of the Equivalent Principal Collateral (in respect of which a delivery obligation has

become due) occurs in full on the third Business Day immediately following the Maturity Date, the Borrower may request that the Lender's obligation under the Non-Returned Transaction to return the Equivalent Principal Collateral shall be replaced by an obligation of the Lender to pay a cash amount in the Transaction Currency determined by Eurex Clearing AG, in accordance with Paragraph (c).

[...]

- (d) If no cash settlement request has been received by the Borrower pursuant to Paragraph (b) until the tenth Business Day immediately following the Maturity Date and the Borrower has not withdrawn its Return request, Eurex Clearing AG is entitled to determine that the Lender's obligation under the Non-Returned Transaction to the return the Equivalent Principal Collateral (in respect of which a delivery obligation has become due) shall be replaced by an obligation of the Lender to pay to the Borrower a cash amount in the Transaction Currency determined by Eurex Clearing AG, in accordance with Paragraph (c).

[...]

- (f) If a Record Date for a Cash Distribution or for a Securities Distribution in the form of rights pursuant to Number 2.4.12 or the record date for a Mandatory Reorganisation or the Market Deadline in connection with last trade day for the term of acceptance for a Voluntary Reorganisation pursuant to Number 2.4.2 occurs with respect to a Non-Returned Transaction on or prior to the payment date of the relevant cash amount pursuant to Paragraph (b) or (d), the payment date shall be postponed, accordingly.

[...]

- (h) If after a successful Buy-In pursuant to Number 2.6.4 Paragraph (7) or in the event of a cash settlement after an unsuccessful or only partially successful Buy-In pursuant to 2.6.4 Paragraph (8) with respect to a specific Securities Lending Transaction, the Lender fails to actually deliver the Equivalent Principal Collateral in the form of Non-Cash Principal Collateral (in respect of which a delivery obligation has become due) to the Borrower in full until 2pm (Frankfurt time) for Principal Collateral held on accounts with Clearstream Banking S.A. and until 3pm (Frankfurt time) for Principal Collateral held on accounts with Euroclear Bank S.A./N.V., Brussels, on the Business Day after the Buy-In Date, Eurex Clearing AG shall be entitled to determine that the Lender's obligation to return the Equivalent Principal Collateral shall be replaced by an obligation of the Lender to pay to the Borrower a cash amount in the Transaction Currency determined by Eurex Clearing AG in accordance with Paragraph (c).

[...]

2.7 Specific Provisions relating to Termination Events and Default Management Process

[...]

2.7.4 Effect of Termination on Process relating to Voluntary Reorganisations

(1) Termination in respect of Borrower Clearing Member

(a) If, after the Notification Date of a Voluntary Reorganisation relating to a Securities Lending Transaction, but prior to the implementation of any Outturn relating thereto, a Termination Event or Insolvency Termination Event and a Termination Date occurs in respect of the relevant Borrower Clearing Member, Eurex Clearing AG shall be entitled to return the Equivalent Loaned Securities to which the relevant Securities Lending Transaction relates to the Lender Clearing Member in accordance with Number 2.2.2 Paragraph (2) (and, as applicable, Number 2.7.2 Paragraph (4)) irrespective of whether the Securities Lending Transaction is an Open Term Loan or a Fixed Term Loan. If, at the time such right to a Return is exercised, either the applicable Eurex Clearing Deadline has lapsed or the settlement of such Return (in the relevant account of the Lender Clearing Member) would not be possible (including in the case that Eurex Clearing AG is unable to make a replacement purchase of the relevant Equivalent Loaned Securities) prior to the applicable Eurex Clearing Deadline, this constitutes a “Settlement Time Shortfall”.

“Notification Date” means the date on which a Voluntary Reorganisation is announced by the issuer of the relevant Underlying Security or the third party offering the Voluntary Reorganisation.

(b) If no Settlement Time Shortfall occurs, upon the settlement of such Return (i) any Lender Election and Outturn Instruction of the Lender Clearing Member shall automatically lapse and be cancelled and (ii) any Dispute Resolution Procedure in relation to the relevant Underlying Securities shall automatically terminate.

(c) In the case of a Settlement Time Shortfall, such Return shall not become effective and the following provisions of this Paragraph (1) shall apply (in addition to the provisions of Number 2.4.2 Paragraph (2)). If any of the following provisions of this Paragraph (1) deviates from Number 2.4.2 Paragraph (2), this Paragraph (1) shall prevail.

(i) As long as no Dispute Resolution Procedure has been commenced, the Lender Clearing Member may submit

(aa) a Lender Election and/or Outturn Instruction; or

(bb) if the Lender has already submitted an Outturn Instruction in a preliminary form (labelled “subject to change”), update such Outturn Instruction,

in each case through the VCA Input System and no later than on the Termination Date.

After such (updated) Outturn Instruction has been validated by Eurex Clearing AG in accordance with Number 2.4.2 Paragraph (2)(b), Eurex Clearing AG may, in its discretion, conduct an ad hoc verification procedure (the “**Ad hoc Verification Procedure**”) with respect to such Outturn Instruction in accordance with the Dispute Resolution Rules. If Eurex Clearing AG decides not to conduct an Ad hoc Verification Procedure it shall notify the Lender Clearing Member accordingly and the Outturn set out in the Outturn Instruction of the Lender shall automatically be implemented with respect to the relevant Securities Lending Transaction(s) between the Lender Clearing Member and Eurex Clearing AG on the relevant Intended Settlement Date (or as otherwise agreed between Eurex Clearing AG and the Lender Clearing Member).

If the Lender Clearing Member does not submit a Lender Election and Outturn Instruction, Number 2.4.1 Paragraph (2)(d) applies.

- (ii) If a Dispute Resolution Procedure has already been commenced in respect of a relevant Securities Lending Transaction, such Dispute Resolution Procedure shall, subject to and in accordance with the Dispute Procedure Rules, be converted into an Ad hoc Verification Procedure.
- (iii) The results (including any applicable Outturn) of the Ad hoc Verification Procedure shall automatically be implemented between the Lender Clearing Member and Eurex Clearing AG in accordance with the Dispute Resolution Rules.

If, as a result of such Outturn, a Securities Lending Transaction is transformed into a Securities Lending Transaction with different Underlying Securities, Eurex Clearing AG shall be entitled to conduct a Return of the Equivalent Loan Securities to which such transformed Securities Lending Transaction relates to the Lender Clearing Member in accordance with Number 2.2.2 Paragraph (2). If Eurex Clearing AG is unable to make a replacement purchase of such Equivalent Loan Securities on the applicable Maturity Date, Eurex Clearing AG may discharge its obligation to return the Equivalent Loan Securities with the payment of a cash amount determined by Eurex Clearing AG in its reasonable discretion on the next Business Day.

For the avoidance of doubt, such Outturn shall not be implemented between Eurex Clearing AG and the Borrower Clearing Member and the provisions of the Clearing Conditions applicable between Eurex Clearing AG and the Borrower Clearing Member in relation to the occurrence of a Termination Date in respect of the Borrower Clearing Member shall remain unaffected.

(2) Termination in respect of Lender Clearing Member

If, after the Notification Date of a Voluntary Reorganisation relating to a Securities Lending Transaction and after the submission of a Lender Election and Outturn Instruction in respect of such Voluntary Reorganisation, but prior to the implementation of any Outturn relating thereto, a Termination Event or Insolvency Termination Event and a Termination Date occurs in respect of the Lender Clearing Member that is a Lender Clearing Member (Pledge) or a holder of a Specific Lender License, the following shall apply:

(a) If the Securities Lending Transaction is an Open Term Loan,

(i) Number 2.7.2 Paragraphs (1) to (3) apply with respect to the termination of such Securities Lending Transaction between Eurex Clearing AG and such Lender Clearing Member, subject to items (ii) to (v) below;

(ii) the Lender Election and Outturn Instruction (as well as any rejection or dispute by the Borrower Clearing Member) shall automatically lapse on the Termination Date;

(iii) Eurex Clearing AG shall be entitled to exercise its right to a Recall of all Equivalent Loaned Securities vis-à-vis the Borrower Clearing Member in accordance with Number 2.2.2 Paragraph (3) in conjunction with Number 2.7.3 Paragraph (1) with immediate effect;

(iv) if the Equivalent Loaned Securities to which the terminated Securities Lending Transaction relates can be delivered by Eurex Clearing AG to the relevant account of the Lender Clearing Member prior to the applicable Market Deadline, the Borrower Clearing Member shall be subject to a contractual penalty (to which Number 2.6.4 Paragraph (2)(c) applies) if the Borrower Clearing Member, upon a Recall request by Eurex Clearing AG pursuant to item (iii) above, fails to deliver to Eurex Clearing AG the relevant Equivalent Loaned Securities by such Market Deadline; and

(v) Eurex Clearing AG shall deliver the Equivalent Loaned Securities to which the terminated Securities Lending Transaction relates to the Lender Clearing Member.

(b) If the Securities Lending Transaction is a Fixed Term Loan, Number 2.7.2 Paragraphs (1) to (3) shall remain unaffected. The Lender Election and Outturn Instruction (as well as any rejection or dispute by the Borrower Clearing Member) shall, however, lapse upon the occurrence of the Termination Event or Insolvency Termination Event and Termination Date. Any Lender Election and Outturn Instruction validly submitted after the Termination Date will be processed in accordance with Number 2.4.2 Paragraph (2).

[...]

Appendices to the Clearing Conditions



Appendix 1 to the Clearing Conditions:

Clearing Agreement

between Eurex Clearing AG and a Clearing Member

Part 2 Specific Provisions for Transaction Types

[...]

7.4 Agreement with implementation of Outturn

The Clearing Member (in its capacity as a Lender Clearing Member or a Borrower Clearing Member) hereby expressly agrees to be bound by the implementation of any Outturn or Preliminary Outturn (and/or the reversal of any Preliminary Outturn) in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) and Number 2.7.4, a Dispute Resolution Procedure or an Ad hoc Verification Procedure.

Appendix 6 to the Clearing Conditions:

Agreement

for the Participation in a Default Management Committee

[...]

10 Governing Law; Jurisdiction, Place of Performance

10.1 Governing Law

10.1.1 This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

10.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

[...]

Appendix 7 to the Clearing Conditions:

Clearing Agreement

for the Clearing of Securities Lending Transactions
with the Holder of a Specific Lender License

[...]

3. The Holder of a Specific Lender License hereby expressly agrees to be bound by the implementation of any Outturn or Preliminary Outturn (and/or the reversal of any Preliminary Outturn) in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) and Number 2.7.4, a Dispute Resolution Procedure or an Ad hoc Verification Procedure.

43. Eurex Clearing AG charges fees to the Holder of a Specific Lender License for its Clearing services in accordance with the Clearing Conditions and the Price List for Eurex Clearing AG, in each case as amended.

54. The Holder of a Specific Lender License hereby (i) makes to Eurex Clearing AG the representations and warranties pursuant to Chapter I Part 1 Number 1.7 and, if the Holder of a Specific Lender License is a Relevant Fund, Chapter I Part 1 Number 1.1.7 in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) of the Clearing Conditions, (ii) undertakes to satisfy the prerequisites of the Specific Lender Licence at any time during the term of this Agreement and (iii) agrees to the conclusion of Transactions pursuant to Chapter IX Part 1 Number 1.2.1 and 1.2.2 of the Clearing Conditions.

Eurex Clearing AG makes the representations and warranties set out in Chapter I Part 1 Number 1.7.6 of the Clearing Conditions.

65. This Agreement shall be entered into for an indefinite period of time and shall remain in effect until it is terminated by one of the Parties pursuant the Clearing Conditions.

This Agreement supersedes any previous written or oral agreement between all or some of the Parties in relation to the matters dealt with herein.

76. 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 7 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 Lender License by executing an amended and restated version of this Agreement; Chapter I Part 1 Number 1.1.7 Paragraph (9) in connection with Chapter IX Part 1 Number 1.1.3 Paragraph (8) of the Clearing Conditions shall remain unaffected.

[...]

AUTHORISED SIGNATURES
to the Clearing Agreement

(as Holder of a Specific Lender License or, if the Holder of a Specific Lender License is a Relevant Fund listed in the Annex to this Agreement, Authorised Manager)[†] (Place / Date)

Name:

Name:

Function:

Function:

Eurex Clearing Aktiengesellschaft

(Eurex Clearing AG)

(Place / Date)

Name:

Name:

Function:

Function:

[†] Authorised Manager if the Holder of a Specific Lender License is a Relevant Fund listed in the Annex to this Agreement.

DISPUTE RESOLUTION RULES

Part 1: General Provisions

1 Procedures; Definitions; References

1.1 Dispute Resolution Procedure and Ad hoc Verification Procedure

Pursuant to Chapter IX Part 2 Number 2.4.2 Paragraph (2) of the Clearing Conditions of Eurex Clearing AG, as may be amended from time to time (the "**Clearing Conditions**"), in the case of certain disputes between a Lender Clearing Member and a Borrower Clearing Member on the taking of action in connection with a Voluntary Reorganisation that relates to a Loaned Security, and in order to determine whether the Outturn intended by the Lender Clearing Member or the Outturn intended by the Borrower Clearing Member shall be implemented, Eurex Clearing AG will conduct a dispute resolution procedure (a "**Dispute Resolution Procedure**"). Pursuant to Chapter IX Part 2 Number 2.7.4 of the Clearing Conditions, Eurex Clearing AG may, in certain circumstances where a Termination Date occurs in respect of a Borrower Clearing Member, conduct, on an ad hoc basis, a verification procedure (the "**Ad hoc Verification Procedure**") with respect to instructions that are provided by a Lender Clearing Member in relation to the taking of action in connection with a Voluntary Reorganisation that relates to a Loaned Security. Each Dispute Resolution Procedure and each Ad hoc Verification Procedure is governed by these dispute resolution rules (the "**Dispute Resolution Rules**").

1.2 Definitions

Terms used and not defined in these Dispute Resolution Rules shall have the meanings ascribed to them in the Clearing Conditions. In addition, the terms set out below shall have the meaning ascribed to them below:

"**Ad hoc Verification Committee**" has the meaning given to such term in Number 10.1.

"**Ad hoc Verification Committee Member**" has the meaning given to such term in Number 10.2.

"**Affiliate**" means, in respect of an entity, any undertaking which is or becomes (i) a subsidiary undertaking or parent undertaking of such entity or (ii) a subsidiary undertaking of a parent undertaking of such entity.

"**Back-up Contact Person**" has the meaning given to such term in Number 3.1.

"**Contact Person**" has the meaning given to such term in Number 3.1.

"**Dispute Resolution Procedure Commencement Date**" means

- (i) if the Borrower Clearing Member has rejected (in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) of the Clearing Conditions) a Lender Election or an Outturn Instruction provided by the Lender Clearing Member (and such rejection has not been reversed) in respect of a Voluntary Reorganisation, the Intended Settlement Date; and

- (ii) if the Borrower Clearing Member has (in accordance with Chapter IX Part 2 Number 2.4.2 Paragraph (2) of the Clearing Conditions) disputed a Lender Election or an Outturn Instruction provided by the Lender Clearing Member in respect of a Voluntary Reorganisation, the date on which such dispute is submitted by the Borrower Clearing Member through the VCA Input System.

"DR Committee" has the meaning given to such term in Number 4.1.

"DR Committee Member" has the meaning given to such term in Number 4.2.

"DR Committee Member Fee" has the meaning given to such term in Number 15.2.

"DR Committee Member Standard of Care" means the standard of care customarily applied by a major custodian bank with sufficient knowledge and expertise in taking corporate actions in an unbiased manner.

"DR Committee Panel" has the meaning given to such term in Number 2.1.

"DR Committee Panel Participant" has the meaning given to such term in Number 2.1.

"DR Committee Participation Agreement" has the meaning given to such term in Number 2.2.

"Eligible DR Committee Member" means an Eligible DR Participating Institution that

- (i) is neither the Lender Clearing Member nor the Borrower Clearing Member (nor any Affiliate of any of these) in respect of any Securities Lending Transactions to which the Dispute Resolution Procedure relates; and
- (ii) does not act as an Agent Lender with respect to any Securities Lending Transaction to which the Dispute Resolution Procedure relates and is not an Affiliate of any such Agent Lender.

"Eligible DR Participating Institution" means a bank that

- (i) provides custody services in any member state of the European Union; and
- (ii) holds all permits and licenses required for the rendering of such custody services.

"Expected Outturn Statement" has the meaning given to such term in Number 5.1.

"Final Feedback" has the meaning given to such term in Number 7.3.

"First Feedback" has the meaning given to such term in Number 6.3.

"Service Fee" has the meaning given to such term in Number 15.1.

"Termination Effective Date" has the meaning given to such term in Number 2.3.

"Verification Decision" has the meaning given to such term in Number 12.1.

1.3 References

References to a "Lender Clearing Member" in these Dispute Resolution Rules shall include the holder of a Specific Lender License acting as the Lender in respect of the relevant Securities Lending Transaction.

Any reference to a time of a day in these Dispute Resolution Rules shall be to the time in Frankfurt am Main, Germany.

2 Establishment and Composition of the DR Committee Panel

2.1 DR Committee Panel

Eurex Clearing AG establishes a dispute resolution committee panel (the "**DR Committee Panel**"). Each DR Committee that will decide on a certain dispute between a Lender Clearing Member and a Borrower Clearing Member on the taking of action in connection with a certain Voluntary Reorganisation that relates to a Loaned Security and each Ad hoc Verification Committee that will decide on the Outturn Instruction in relation to a Voluntary Reorganisation upon the occurrence of a Termination Date in respect of a Borrower Clearing Member will be selected from time to time from the institutions participating in the DR Committee Panel (each a "**DR Committee Panel Participant**").

The DR Committee Panel shall not constitute an association (*keine Gesellschaft*) and not qualify as an arbitration tribunal (*kein Schiedsgericht*). DR Committee Panel Participants shall (in such capacity) only have the obligations set out in these Dispute Resolution Rules and the DR Committee Participation Agreement (as defined below), but shall, in particular, not have any further advisory obligations.

As a consequence of the random selection process set out in these Dispute Resolution Rules, a DR Committee Panel Participant may be selected and be obliged to act as a DR Committee Member and/or Ad hoc Verification Committee Member of more than one DR Committee or Ad hoc Verification Committee at the same time even if other DR Committee Panel Participants have not been selected to participate in any DR Committees or Ad hoc Verification Committees.

2.2 Establishment of the DR Committee Panel

For the purpose of the initial establishment of the DR Committee Panel, Eurex Clearing AG will invite, at the own discretion of Eurex Clearing AG, at least six Eligible DR Participating Institutions to participate in the DR Committee Panel (and, if so selected from time to time, in accordance with these Dispute Resolution Rules, in DR Committees and Ad hoc Verification Committees). Eurex Clearing AG will establish the DR Committee Panel if at least six Eligible DR Participating Institutions have accepted to participate in the DR Committee Panel (and DR Committees as well as Ad hoc Verification Committees) by signing, in each case, an "Agreement for the Participation in DR Committees" with Eurex Clearing AG in a form provided by Eurex Clearing AG (the "**DR Committee Participation Agreement**") in which the Eligible DR Participating Institution, in particular, confirms to have received these Dispute Resolution Rules and to be bound by and adhere to their terms. Each Eligible DR Participating Institution that has entered into such agreement with Eurex Clearing AG will be a DR Committee Panel Participant. Eurex Clearing AG may from time to time increase the number of DR Committee Panel Participants.

Eurex Clearing AG will provide the list of the DR Committee Panel Participants to all Lender Clearing Members, Agent Lenders and Borrower Clearing Members.

2.3 Duration of participation in the DR Committee Panel; Termination of participation

The participation of a DR Committee Panel Participant in the DR Committee Panel shall not be limited in time.

A DR Committee Panel Participant may terminate its participation in the DR Committee Panel at any time upon at least four weeks' prior written notice to Eurex Clearing AG. Eurex Clearing AG may terminate the participation of a DR Committee Panel Participant in the DR Committee Panel at any time upon at least four weeks' prior written notice to the DR Committee Panel Participant. A termination pursuant to the two preceding sentences will, if, on the date on which the termination shall become effective (the "**Termination Effective Date**"), the DR Committee Panel Participant is also a DR Committee Member in one or more Dispute Resolution Procedures and/or an Ad hoc Verification Committee Member in one or more Ad hoc Verification Procedures, only become effective if and when the last Dispute Resolution Procedure in which such DR Committee Member participates and the last Ad hoc Verification Procedure in which such Ad hoc Verification Committee Member participates has been completed; the DR Committee Panel Participant may, however, no longer be selected for participation in a new DR Committee or a new Ad hoc Verification Committee after the Termination Effective Date.

The right of a termination of the participation in the DR Committee Panel for serious cause (*Kündigung aus wichtigem Grund*) shall remain unaffected.

2.4 Participation of replacement Eligible DR Participating Institutions in the DR Committee Panel

If a notice of termination of the participation of a DR Committee Panel Participant in the DR Committee Panel has been given in accordance with Number 2.3 above or if a DR Committee Panel Participant has ceased to exist, Eurex Clearing AG may invite, at its own discretion, further Eligible DR Participating Institutions to participate in the DR Committee Panel and enter into a DR Committee Participation Agreement with one Eligible DR Participation Institution, upon which such Eligible DR Participation Institution shall become a DR Committee Panel Participant. In the case of a termination in accordance with Number 2.3 above and if necessary to ensure that a sufficient number of DR Committee Panel Participants will be available for participating in DR Committees, Eurex Clearing AG shall take reasonable efforts to effect a replacement prior to the Termination Effective Date.

Upon the replacement of any DR Committee Panel Participant Eurex Clearing AG will provide an updated list of the DR Committee Panel Participants to all Lender Clearing Members, Agent Lenders and Borrower Clearing Members.

3 Contact persons of DR Committee Panel Participants

3.1 Appointment of contact person and back-up contact person

Each DR Committee Panel Participant shall appoint a contact person (the "**Contact Person**") and a back-up contact person (the "**Back-up Contact Person**") for the communication and correspondence with Eurex Clearing AG in connection with (i) the participation of the DR Committee Panel Participant in the DR Committee Panel, any DR Committee or any Ad hoc Verification Committee and (ii) these Dispute Resolution Rules.

The contact details (name, address, fax number, telephone number and email address) of the initial Contact Person and Back-up Contact Person shall be provided to Eurex Clearing AG in the DR Committee Participation Agreement. The DR Committee Panel Participant shall notify Eurex Clearing AG of any subsequent change of the Contact Person and/or the Back-up Contact Person in writing (*Textform*).

3.2 Qualification of Contact Person and Back-up Contact Person

Each DR Committee Panel Participant shall ensure that each Contact Person and Back-up Contact Person notified to Eurex Clearing AG in accordance with Number 3.1 has sufficient knowledge of the securities lending market and the customary market practices therein and holds all necessary expertise to assess corporate actions (including the relevant rights associated therewith, the exercise of such rights and the consequences resulting from such exercise) in relation to Loaned Securities.

Part 2 Dispute Resolutions Procedures

4 Establishment of DR Committees

4.1 General

Eurex Clearing AG will, in respect of each Dispute Resolution Procedure, establish a dispute resolution committee that will decide on disputes between a Lender Clearing Member and a Borrower Clearing Member on the taking of action in connection with a Voluntary Reorganisation that relates to a Loaned Security as further set out in these Dispute Resolution Rules (each, a "**DR Committee**").

A DR Committee will be established on the first Business Day after the occurrence of a Dispute Resolution Procedure Commencement Date.

For each Dispute Resolution Procedure a separate DR Committee will be established, provided that, if a dispute between a Borrower Clearing Member and a Lender Clearing Member arises in respect of the same Voluntary Reorganisation, but relates to more than one Securities Lending Transaction between such Borrower Clearing Member and Eurex Clearing AG (and the corresponding Securities Lending Transactions between such Lender Clearing Member and Eurex Clearing AG) with Underlying Securities of the same ISIN, only one DR Committee shall be established to decide on such dispute with respect to all such Securities Lending Transactions in one and the same Dispute Resolution Procedure.

A DR Committee shall not constitute an association (*keine Gesellschaft*) and not qualify as an arbitration tribunal (*kein Schiedsgericht*). Instead, the decisions of DR Committees shall constitute expert decisions that shall be binding on the relevant Lender Clearing Member, the relevant Borrower Clearing Member and Eurex Clearing AG as third party determinations within the meaning of Section 317 of the German Civil Code (*Bürgerliches Gesetzbuch*), subject to these Dispute Resolution Rules. DR Committee Members shall (in such capacity) only have the obligations set out in these Dispute Resolution Rules and the DR Committee Participation Agreement (as defined below), but shall, in particular, not have any further advisory obligations.

4.2 Establishment of DR Committees

Eurex Clearing AG will, on the Business Day referred to in Number 4.1, select, on a random basis, three DR Committee Panel Participants that are not Affiliates of the Lender Clearing Member (or of any Agent Lender acting for such Lender Clearing Member) or the Borrower Clearing Member of the relevant Securities Lending Transactions to which the Dispute Resolution Procedure relates and will separately notify each such DR Committee Panel Participant of such selection by email and by way of a telephone call.

Without prejudice to Number 2.3, each DR Committee Panel Participant so selected shall confirm such selection by way of an email to Eurex Clearing AG (to an email address provided by Eurex Clearing AG to the DR Committee Panel Participants) on the same Business Day. The establishment of the relevant DR Committee shall be completed if Eurex Clearing AG has received such confirmations from all selected DR Committee Panel Participants. Each such selected DR Committee Panel Participant shall then be a "**DR Committee Member**" of such DR Committee.

If a DR Committee Member fails to comply with its obligations as a DR Committee Member, Eurex Clearing AG may remove such DR Committee Member from the relevant DR Committee with immediate effect and may select another DR Committee Panel Participant as a replacement DR Committee Member for such DR Committee in accordance with this Number 4.2. A DR Committee Member that is so removed from a DR Committee shall not be entitled to receive any DR Committee Member Fee and shall have no other claims with respect to such DR Committee.

5 Report to DR Committee Members

5.1 Preparation for reporting

On the first Business Day after the Dispute Resolution Procedure Commencement Date, Eurex Clearing AG shall request the Borrower Clearing Member (by way of a telephone call which is followed by an email) to provide Eurex Clearing AG, in relation to each Securities Lending Transaction to which the Dispute Resolution Procedure of such DR Committee relates, with a statement in the form of an email to Eurex Clearing AG stating the Outturn requested by the Borrower Clearing Member (the "**Expected Outturn Statement**").

The Borrower Clearing Member shall provide Eurex Clearing AG with the Expected Outturn Statement no later than 24:00 hours on such Business Day, provided that the Borrower Clearing Member shall not be obliged to submit such Expected Outturn Statement if the Borrower Clearing Member has already provided Eurex Clearing AG with such statement(s) prior to the commencement of the Dispute Resolution Procedure.

If Eurex Clearing AG determines that the Expected Outturn Statement does not meet the formal requirements as communicated to the Borrower Clearing Members by Eurex Clearing AG from time to time, Eurex Clearing AG will inform the Borrower Clearing Member (by way of a telephone call or email) of such deficiency and the Borrower Clearing Member shall, without undue delay, provide an updated Expected Outturn Statement in which such deficiencies have been corrected.

DISPUTE RESOLUTION RULES

If the Borrower Clearing Member provides the Expected Outturn Statement (or, as relevant, updated Expected Outturn Statement) at or prior to the point in time set out in the second sub-paragraph of this Number 5.1, Eurex Clearing AG will attach such Expected Outturn Statement to the relevant report in accordance with Number 5.2. If the Borrower Clearing Member provides the Expected Outturn Statement (or, as relevant, updated Expected Outturn Statement) after the point in time set out in the second sub-paragraph of this Number 5.1, Eurex Clearing AG shall forward such Expected Outturn Statement (subject to anonymization of information in accordance with Number 14) to the DR Committee Members, provided that the DR Committee Members may, but are not obliged to, take such Expected Outturn Statement into account when providing their First Feedbacks and, as relevant, Final Feedbacks.

5.2 Submission of report to DR Committee Members

No later than 10:00 hours on the second Business Day after the Dispute Resolution Procedure Commencement Date, Eurex Clearing AG will provide the DR Committee Members of the relevant DR Committee with a report (via email) containing the following information in respect of each Securities Lending Transaction to which the Dispute Resolution Procedure of such DR Committee relates:

- (i) Each Lender Election of the Lender Clearing Member in relation to the relevant Voluntary Reorganisation and the related Outturn Instruction(s) of the Lender Clearing Member;
- (ii) the applicable Eurex Clearing Deadline;
- (iii) all related rejection(s) and/or, if applicable, statement(s) of dispute of the relevant Borrower Clearing Member (including any reasons for such rejections or disputes stated by the Borrower Clearing Member).

Eurex Clearing AG will attach to such report the Expected Outturn Statement received from the Borrower Clearing Member in accordance with Number 5.1 or the relevant statement(s) submitted by the Borrower Clearing Member prior to the commencement of the Dispute Resolution Procedure (subject, in each case, to anonymization of information in accordance with Number 14). Eurex Clearing AG shall send a copy of the report to the relevant Lender Clearing Member and the relevant Borrower Clearing Member.

6 Investigation by DR Committee Members; Requests for Clarifications; First Feedback**6.1 Investigation**

Each DR Committee Member shall, no longer than until the end of the fourth Business Day after the Dispute Resolution Procedure Commencement Date investigate the dispute in respect of the Voluntary Reorganisation on the basis of the information (including the report referred to in Number 5.2 and the attachments thereto) provided to it by Eurex Clearing AG as well as any specifications of the relevant Voluntary Reorganisation published or otherwise provided by or on behalf of the issuer of the Loaned Securities to which such Voluntary Reorganisation relates.

6.2 Clarification Requests

Each DR Committee Member may, no later than 12:00 hours on the third Business Day after the Dispute Resolution Procedure Commencement Date, request clarifications of the information provided by Eurex Clearing AG by email to Eurex Clearing AG stating whether the Lender Clearing Member and/or the Borrower Clearing Member should provide such clarification(s). Eurex Clearing AG will forward such clarification requests by email to the Lender Clearing Member and the Borrower Clearing Member and send a copy to the other DR Committee Members of such DR Committee without undue delay. The Lender Clearing Member and/or the Borrower Clearing Member (as relevant) shall provide Eurex Clearing AG via email with such clarifications within 24 hours after Eurex Clearing AG has forwarded the relevant clarification request. Eurex Clearing AG will forward any clarification received by it to the DR Committee Members and the relevant counterparty of the Dispute Resolution Procedure by email and, if reasonably practicable, by telephone call.

All clarification requests and clarifications shall be subject to anonymization in accordance with Number 14.

6.3 Submission of First Feedback

Each DR Committee Member shall take and submit to Eurex Clearing AG by email no later than at the end of the fourth Business Day after the Dispute Resolution Procedure Commencement Date, its first decision on the outcome of the Dispute Resolution Procedure (the "**First Feedback**"). The decision included in the First Feedback shall be taken by applying the DR Committee Member Standard of Care and may only be a confirmation of either (i) the final Outturn provided by the Lender Clearing Member or (ii) the expected Outturn stated by the Borrower Clearing Member in the Expected Outturn Statement (or, if the Borrower Clearing Member has not submitted an Expected Outturn Statement, in the last statement by the Borrower Clearing Member prior to the commencement of the Dispute Resolution Procedure setting out the expected Outturn). The email with the First Feedback shall also include a short reasoning of the decision set out in the First Feedback.

7 Consequences of First Feedbacks; Final Feedback

7.1 Unanimous First Feedbacks

If all First Feedbacks provide for the same decision, the First Feedbacks shall be considered final and binding and Eurex Clearing AG will, on the fifth Business Day after the Dispute Resolution Procedure Commencement Date, notify the Lender Clearing Member, the Borrower Clearing Member and the DR Committee Members via email of such outcome.

7.1.1 Unanimous First Feedbacks in favour of Lender Clearing Member

If the unanimous First Feedbacks provide for decisions in favour of the Outturn requested by the Lender Clearing Member, such Outturn shall automatically be implemented on the later of

- (i) the fifth Business Day after the Dispute Resolution Procedure Commencement Date; and

(ii) the relevant Intended Settlement Date.

7.1.2 Unanimous First Feedbacks in favour of Borrower Clearing Member

If the unanimous First Feedbacks provide for decisions in favour of the Outturn requested by the Borrower Clearing Member, Eurex Clearing AG will, on the fifth Business Day after the Dispute Resolution Procedure Commencement Date, (a) cancel all Outturn Instructions provided by the Lender Clearing Member in respect of the Securities Lending Transaction(s) to which the Dispute Resolution Procedure relates, (b) reverse (to the extent that any Preliminary Outturn has already been implemented) the relevant Preliminary Outturn and (c) create an Outturn instruction of the Borrower Clearing Member (reflecting the Outturn last requested by the Borrower Clearing Member (either prior to the Dispute Resolution Procedure or, in accordance with these Dispute Resolution Rules, during the Dispute Resolution Procedure)).

Such Outturn instruction of the Borrower Clearing Member shall automatically be implemented, on the later of

- (i) the fifth Business Day after the Dispute Resolution Procedure Commencement Date; and
- (ii) the relevant Intended Settlement Date.

7.1.3 Information to Lender Clearing Member, Borrower Clearing Member and CR Committee Members; Completion of Dispute Resolution Procedure

Eurex Clearing AG shall, after the relevant action pursuant to Number 7.1.1 or Number 7.1.2 has been taken, notify the Lender Clearing Member, the Borrower Clearing Member and each CR Committee Member of the CR Committee by email of the result of the Final Feedbacks (including the reasoning provided to it) and, upon submission of such notifications, the Dispute Resolution Procedure shall be completed.

7.2 Non-unanimous First Feedbacks

If the three First Feedbacks from the DR Committee Members do not provide for the same decision, Eurex Clearing AG will, on the fifth Business Day after the Dispute Resolution Procedure Commencement Date, forward (subject to anonymization in accordance with Number 14) the First Feedback of each DR Committee Member to each other DR Committee Member of the DR Committee.

Each DR Committee Member may then reconsider its decision until the end of the sixth Business Day after the Dispute Resolution Procedure Commencement Date. For purposes of such reconsideration a DR Committee Member may submit clarification requests to Eurex Clearing AG relating to the reasoning of the relevant other DR Committee Member(s). Number 6.2 shall apply *mutatis mutandis* to such clarification requests, provided that the relevant other DR Committee Member(s) shall provide Eurex Clearing AG with the requested clarifications in a timely manner allowing the requesting DR Committee Member to complete its reconsideration within the timeframe set out in the first sentence of this sub-paragraph.

7.3 Submission of Final Feedback

If the three First Feedbacks from the DR Committee Members have not provided for the same decision, each DR Committee Member shall take, and submit to Eurex Clearing AG by email no later than at the end of the sixth Business Day after the Dispute Resolution Procedure Commencement Date, its final decision on the outcome of the Dispute Resolution Procedure (the "**Final Feedback**"). The decision included in the Final Feedback shall also be taken by applying the DR Committee Member Standard of Care and may only be a confirmation of either (i) the final Outturn provided by the Lender Clearing Member or (ii) the expected Outturn stated by the Borrower Clearing Member in the Expected Outturn Statement (or, if the Borrower Clearing Member has not submitted an Expected Outturn Statement, in the last statement by the Borrower Clearing Member prior to the commencement of the Dispute Resolution Procedure setting out the expected Outturn). The email with the Final Feedback shall also include a short reasoning of the decision set out in the Final Feedback (which reasoning may be identical to the reasoning underlying the First Feedback).

8 Implementation of Final Feedbacks

8.1 Majority in favour of Lender Clearing Member

If the majority of the Final Feedbacks provides for a decision in favour of the Outturn requested by the Lender Clearing Member, such Outturn shall automatically be implemented on the later of

- (i) the seventh Business Day after the Dispute Resolution Procedure Commencement Date; and
- (ii) the relevant Intended Settlement Date.

8.2 Majority in favour of Borrower Clearing Member

If the majority of the Final Feedbacks provides for decisions in favour of the Outturn requested by the Borrower Clearing Member, Eurex Clearing AG will, on the seventh Business Day after the Dispute Resolution Procedure Commencement Date, (a) cancel all Outturn Instructions provided by the Lender Clearing Member in respect of the Securities Lending Transaction(s) to which the Dispute Resolution Procedure relates, (b) reverse (to the extent that any Preliminary Outturn has already been implemented) the Preliminary Outturn and (c) create an Outturn instruction of the Borrower Clearing Member (reflecting the Outturn last requested by the Borrower Clearing Member (either prior to the Dispute Resolution Procedure or, in accordance with these Dispute Resolution Rules, during the Dispute Resolution Procedure));

The Outturn set out in such Outturn instruction of the Borrower Clearing Member shall automatically be implemented, on the later of

- (i) the seventh Business Day after the Dispute Resolution Procedure Commencement Date; and
- (ii) the relevant Intended Settlement Date.

8.3 Information to Lender Clearing Member, Borrower Clearing Member and CR Committee Members; Completion of Dispute Resolution Procedure

Eurex Clearing AG shall, after the relevant action pursuant to Number 8.1 or Number 8.2 has been taken, notify the Lender Clearing Member, the Borrower Clearing Member and each CR Committee Member of the CR Committee by email of the result of the Final Feedbacks (including the reasoning provided to it) and, upon submission of such notifications, the Dispute Resolution Procedure shall be completed.

9 Acceptance by Borrower Clearing Member or Withdrawal by Lender Clearing Member during Dispute Resolution Procedure

9.1 The Borrower Clearing Member may, at any time during the Dispute Resolution Procedure, accept, through the VCA Input System, any (updated) Outturn Instruction of the Lender Clearing Member. Eurex Clearing AG will forward such acceptance to the Lender Clearing Member (upon which the Dispute Resolution Procedure shall be completed) and inform (subject to anonymization in accordance with Number 14) the DR Committee Members of the DR Committee of such acceptance and the Outturn set out in the Outturn Instruction of the Lender Clearing Member shall automatically be implemented on the later of (i) the first Business Day after such acceptance and (ii) the applicable Intended Settlement Date.

9.2 The Lender Clearing Member may, at any time during the Dispute Resolution Procedure, but no later than by the Update Deadline, withdraw its Outturn Instruction through the VCA Input System. Eurex Clearing AG will forward such withdrawal to the Borrower Clearing Member (upon which the Dispute Resolution Procedure shall be completed) and inform (subject to anonymization in accordance with Number 14) the DR Committee Members of the DR Committee of such withdrawal. Upon such withdrawal, the Outturn Instruction will cease to exist and no Outturn will be implemented.

Part 3 Ad hoc Verification Procedures**10 Establishment of Ad hoc Verification Committees****10.1** General

Eurex Clearing AG will, if an Ad hoc Verification Procedure is commenced in accordance with Chapter IX Part 2 Number 2.7.4 of the Clearing Conditions, establish a committee that will, on an ad hoc basis, either (i) if no Dispute Resolution Procedure has been commenced in respect of a Loaned Security and the related Voluntary Reorganisation, verify the relevant Lender Election and Outturn Instruction provided by the Lender Clearing Member or (ii) if a Dispute Resolution Procedure has already been commenced in respect of a Loaned Security and the related Voluntary Reorganisation, decide on the relevant dispute between the Lender Clearing Member and the Borrower Clearing Member on the taking of action in connection with such Voluntary Reorganisation, in each case as further set out in these Dispute Resolution Rules (each, an "**Ad hoc Verification Committee**").

Such Ad hoc Verification Committee will be established pursuant to Number 10.2 on the Termination Date that has occurred with respect to the Borrower Clearing Member.

For each Ad hoc Verification Procedure a separate Ad hoc Verification Committee will be established, provided that, if a Voluntary Reorganisation relates to Underlying Securities of the same ISIN, but to more than one Securities Lending Transaction between such Lender Clearing Member and Eurex Clearing AG, the same Ad hoc Verification Committee shall decide with respect to all such Securities Lending Transactions in one and the same Ad hoc Verification Procedure.

An Ad hoc Verification Committee shall not constitute an association (*keine Gesellschaft*) and not qualify as an arbitration tribunal (*kein Schiedsgericht*). Instead, the decisions of Ad hoc Verification Committees shall constitute expert decisions that shall be binding as third party determinations within the meaning of Section 317 of the German Civil Code (*Bürgerliches Gesetzbuch*), subject to the provisions of these Dispute Resolution Rules. Ad hoc Verification Committee Members shall (in such capacity) only have the obligations set out in these Dispute Resolution Rules and the DR Committee Participation Agreement (as defined below), but shall, in particular, not have any further advisory obligations.

10.2 Establishment of Ad hoc Verification Committees

On the relevant Termination Date Eurex Clearing AG will select, on a random basis, three DR Committee Panel Participants that are not Affiliates of the Lender Clearing Member (or of any Agent Lender acting for such Lender Clearing Member) or the Borrower Clearing Member of the relevant Securities Lending Transactions to which the Ad hoc Verification Procedure relates and will separately notify each such DR Committee Panel Participant of such selection by email and by way of a telephone call, provided that, if, prior to such time, a Dispute Resolution Procedure has already been commenced, and a DR Committee has been established, in relation to the relevant Loaned Security and the related Voluntary Reorganisation, such DR Committee shall be converted into an Ad hoc Verification Committee and Eurex Clearing AG will notify the relevant DR Committee Members accordingly and each of them shall then be an "**Ad hoc Verification Committee Member**" of such Ad hoc Verification Committee.

Without prejudice to Number 2.3, each DR Committee Panel Participant so selected shall (unless such DR Committee Panel Participant is a DR Committee Member of the DR Committee that is converted into an Ad hoc Verification Committee) confirm such selection by way of an email to Eurex Clearing AG (to an email address provided by Eurex Clearing AG to the DR Committee Panel Participants) on the same Business Day. The establishment of the relevant Ad hoc Verification Committee shall be completed if Eurex Clearing AG has received such confirmations from all selected DR Committee Panel Participants. Each such selected DR Committee Panel Participant shall then be an "**Ad hoc Verification Committee Member**" of such Ad hoc Verification Committee.

If an Ad hoc Verification Committee Member fails to comply with its obligations as an Ad hoc Verification Committee Member, Eurex Clearing AG may remove such Ad hoc Verification Committee Member from the relevant Ad hoc Verification Committee with immediate effect and may select another DR Committee Panel Participant as a replacement Ad hoc Verification Committee Member for such Ad hoc Verification Committee in accordance with this Number 10.2. An Ad hoc Verification Committee Member that is so removed from an Ad hoc Verification Committee shall not be entitled to

receive a DR Committee Member Fee and shall have no other claims with respect to such Ad hoc Verification Committee.

11 Information to Ad hoc Verification Committee Members

Eurex Clearing AG will, as soon as reasonably possible, provide each Ad hoc Verification Committee Member with the following information (unless such information has already been made available to such Ad hoc Verification Committee Member in its capacity as a DR Committee Member) in respect of each Securities Lending Transaction to which the Ad hoc Verification Procedure of such Ad hoc Verification Committee relates:

- (i) The (if applicable, updated) Outturn Instruction of the Lender Clearing Member in relation to the relevant Voluntary Reorganisation;
- (ii) any related rejection(s) and/or, if applicable, statement(s) of dispute in the Expected Outturn Statement of the relevant Borrower Clearing Member (including any reasons for such rejections or disputes stated by the Borrower Clearing Member),

subject, in each case, to anonymization of information in accordance with Number 14). Eurex Clearing AG shall send a copy of such information to the relevant Lender Clearing Member.

12 Clarifications; Decisions by Ad hoc Verification Committee Members

12.1 Clarifications

Each Ad hoc Verification Committee Member may, prior to the point in time by which the Verification Decision shall be submitted to Eurex Clearing AG in accordance with Number 12.2, request, by email to Eurex Clearing AG, clarifications from the Lender Clearing Member of the information provided by Eurex Clearing AG. Eurex Clearing AG will forward such clarification requests by email to the Lender Clearing Member and send a copy to the other Ad hoc Verification Committee Members of such Ad hoc Verification Committee without undue delay. The Lender Clearing Member shall provide Eurex Clearing AG via email with such clarifications in a timely manner to allow the Ad hoc Verification Committee Members to submit their Verification Decisions by the time set out in Number 12.2. Eurex Clearing AG will forward any clarification received by it to the Ad hoc Verification Committee Members by email and, if reasonably practicable, by telephone call.

All clarification requests and clarifications shall be subject to anonymization in accordance with Number 14.

12.2 Submission of Verification Decisions

Each Ad hoc Verification Committee Member shall take, and submit to Eurex Clearing AG by email no later than 14:00 hours on the Business Day immediately following the day on which Eurex Clearing AG has provided the information pursuant to Number 11, a decision on the outcome of the Ad hoc Verification Procedure (the "**Verification Decision**") in accordance with Numbers 12.3 and 12.4, respectively. The Verification Decision shall be taken by applying the DR Committee Member Standard of Care. The email in which the

DISPUTE RESOLUTION RULES

Verification Decision is submitted shall include a short reasoning for the Verification Decision.

12.3 Verification Decision without preceding Dispute Resolution Procedure

If the Ad hoc Verification Procedure has not been preceded by a Dispute Resolution Procedure on the same matter, the Verification Decision may only be either a confirmation or a rejection of the Outturn provided by the Lender Clearing Member in its (updated) Outturn Instruction.

12.4 Verification Decision with preceding Dispute Resolution Procedure

If the Ad hoc Verification Procedure has been preceded by a Dispute Resolution Procedure on the same matter, the Verification Decision may only be a confirmation of either (i) the Outturn provided by the Lender Clearing Member in its (latest) Outturn Instruction or (ii) the expected Outturn stated by the Borrower Clearing Member in the Expected Outturn Statement (or, if the Borrower Clearing Member has not submitted an Expected Outturn Statement, in the last statement by the Borrower Clearing Member prior to the commencement of the Dispute Resolution Procedure setting out the expected Outturn).

13 **Consequences of Verification Decisions****13.1** Majority in favour of Lender Clearing Member

If the majority of the Verification Decisions provides for a decision in favour of the Outturn requested by the Lender Clearing Member, such Outturn shall automatically be implemented with respect to the relevant Securities Lending Transaction(s) between the Lender Clearing Member and Eurex Clearing AG at the beginning of business on the second Business Day following the day on which Eurex Clearing AG has provided the information pursuant to Number 11.

13.2 Majority not in favour of Lender Clearing Member (after preceding Dispute Resolution Procedure)

If the majority of the Verification Decisions does not provide for a decision in favour of the Outturn requested by the Lender Clearing Member and the Ad hoc Verification Procedure was preceded by a Dispute Resolution Procedure on the same matter, (a) all Outturn Instructions provided by the Lender Clearing Member in respect of the Securities Lending Transaction(s) to which the Ad hoc Verification Procedure relates shall be cancelled and (b) the Outturn last requested by the Borrower Clearing Member (either prior to the Dispute Resolution Procedure or, in accordance with these Dispute Resolution Rules, during the Dispute Resolution Procedure)), shall automatically be implemented between the Lender Clearing Member and Eurex Clearing AG at the beginning of business on the second Business Day following the day on which Eurex Clearing AG has provided the information pursuant to Number 11.

13.3 Majority not in favour of Lender Clearing Member (without preceding Dispute Resolution Procedure)

If the majority of the Verification Decisions does not provide for a decision in favour of the Outturn requested by the Lender Clearing Member and the Ad hoc Verification Procedure

was not preceded by a Dispute Resolution Procedure on the same matter, the following shall apply:

- (i) Eurex Clearing AG shall, no later than 15:00 hours on the Business Day immediately following the day on which Eurex Clearing AG has provided the information pursuant to Number 11, inform the Lender Clearing Member (subject to anonymization of information in accordance with Number 14) of such Verification Decisions (including the reasoning provided by each Ad hoc Verification Committee Member).
- (ii) (a) All Outturn Instructions provided by the Lender Clearing Member in respect of the Securities Lending Transaction(s) to which the Ad hoc Verification Procedure relates shall be cancelled and cease to exist (and, accordingly, no Outturn shall be implemented) and (b) Eurex Clearing AG shall be entitled to exercise its right (pursuant to Number 2.2.2 Paragraph (2) and Number 2.7.3 Paragraph (2) of the Clearing Conditions; if the Securities Lending Transaction is a Fixed Term Loan, such provisions shall be applied *mutatis mutandis*) to return all Equivalent Loan Securities to which the relevant Securities Lending Transaction relates (including, as applicable, its right to discharge its obligation to return the Equivalent Loan Securities by payment of a cash amount in accordance with Number 2.7.3 Paragraph (2) of the Clearing Conditions).

13.4 Information to Lender Clearing Member and Ad hoc Verification Committee Members; Completion of Ad hoc Verification Procedure

Eurex Clearing AG shall, after the relevant action pursuant to Number 13.1, 13.2 or 13.3, respectively, has been taken, notify the Lender Clearing Member and each Ad hoc Verification Committee Member of the Ad hoc Verification Committee by email of the relevant result and, upon submission of such notifications, the Ad hoc Verification Procedure shall be completed.

Part 4: Miscellaneous Provisions

14 Anonymity

Eurex Clearing AG will not disclose the identity of any DR Committee Member or of any Ad hoc Verification Committee Member to any other DR Committee Member or Ad hoc Verification Committee Member, and no DR Committee Panel Participant shall disclose its selection as a DR Committee Member of any DR Committee or its selection as an Ad hoc Verification Committee Member of any Ad hoc Verification Committee to any other DR Committee Member, any other Ad hoc Verification Committee Member or any other person or entity (including any Lender Clearing Member or Borrower Clearing Member and any Agent Lender). In addition, the identity of the Lender Clearing Member and/or the Borrower Clearing Member or Agent Lender of the relevant Securities Lending Transaction(s) to which the Dispute Resolution Procedure relates will not be disclosed by Eurex Clearing AG to any DR Committee Panel Participant, any DR Committee Member, any Ad hoc Verification Committee Member or any other person or entity (in each case other than Deutsche Börse AG).

15 Service Fee; Fees payable to DR Committee Members and Ad hoc Verification Committee Members

15.1 Service Fee

The Lender Clearing Member or the Borrower Clearing Member whose Outturn Instruction or requested Outturn, as applicable, has been overruled in the Dispute Resolution Procedure in accordance with these Dispute Resolution Rules shall be obliged to pay a service fee to Eurex Clearing AG.

If an Ad hoc Verification Procedure has been conducted, the service fee will always be borne by Eurex Clearing AG.

The applicable service fee (the "**Service Fee**") will be a fixed fee as published in the Price List for Eurex Clearing AG applicable from time to time.

If, during a Dispute Resolution Procedure,

- (i) the Borrower Clearing Member has accepted an Outturn Instruction of the Lender Clearing Member in accordance with Number 9.1, the Service Fee will be payable by the Borrower Clearing Member,
- (ii) the Lender Clearing Member has withdrawn an Outturn Instruction in accordance with Number 9.2, the Service Fee will be payable by the Lender Clearing Member,

provided that such Service Fee will be a reduced fee (as notified by Eurex Clearing AG) the determination of which will reflect the early termination of the Dispute Resolution Procedure.

15.2 Fees payable to DR Committee Members and Ad hoc Verification Committee Members

Each DR Committee Member participating in the Dispute Resolution Procedure in respect of which the DR Committee has been established and each Ad hoc Verification Committee Member participating in the Ad hoc Verification Procedure in respect of which the Ad hoc Verification Committee has been established will receive, as remuneration for its services rendered in connection with such participation, a fee equal to 20 % of the applicable Service Fee (as may be reduced pursuant to Number 15.1) (the "**DR Committee Member Fee**"). If an Ad hoc Verification Procedure was preceded by a Dispute Resolution Procedure on the same matter and an Ad hoc Verification Committee Member also acted as a DR Committee Member in the relevant DR Committee, the DR Committee Member Fee shall only be payable in respect of the participation in the Ad hoc Verification Committee.

Other than the payment of the DR Committee Member Fee, DR Committee Members and Ad hoc Verification Committee Members shall not have any claims for the payment of any remuneration, indemnification or reimbursement of costs and expenses against Eurex Clearing AG, the Lender Clearing Member or the Borrower Clearing Member.

Without prejudice to its entitlement as a DR Committee Member or an Ad hoc Verification Committee Member (if applicable) for the payment of a DR Committee Member Fee, a DR Committee Panel Participant shall not have any claims against Eurex Clearing AG, any Lender Clearing Member or any Borrower Clearing Member for the payment of any fee,

remuneration, indemnification or reimbursement of costs and expenses in relation to its participation in the DR Committee Panel.

16 Further obligations of DR Committee Panel Participants

16.1 Information obligations

Each DR Committee Panel Participant shall inform Eurex Clearing AG without undue delay (i) if it becomes aware that it no longer qualifies as an Eligible DR Participating Institution and (ii) if it merges with any other DR Committee Panel Participant or will otherwise cease to exist.

16.2 Compliance with applicable laws

Each DR Committee Panel Participant, each DR Committee Member and each Ad hoc Verification Committee Member shall comply with all applicable laws and regulations (including, without limitation, laws and regulations relating to insider information and insider trading) and shall ensure that each of its directors, officers, employees and other persons acting for it in connection with these Dispute Resolution Rules also complies with all such applicable laws and regulations.

17 Confidentiality

None of the DR Committee Panel Participants, DR Committee Members or Ad hoc Verification Committee Members shall disclose any information (other than information that is or becomes public information other than as a result of a direct or indirect breach by the relevant DR Committee Panel Participant, DR Committee Member or Ad hoc Verification Committee Member of the confidentiality obligation in this Number 17), which it has acquired in connection with a Dispute Resolution Procedure or an Ad hoc Verification Procedure, to any person except:

- (i) if required by applicable law, regulation, binding court order or any competent supervisory authority;
- (ii) to its officers, employees or agents; or
- (iii) to its auditors or legal or other professional advisors.

18 Communications

Unless otherwise provided for in these Dispute Resolution Rules, any communication hereunder shall be made via email.

Any statement, notice or other declaration received by Eurex Clearing AG from, or submitted to, a Contact Person or Back-up Contact Person shall, until a change of such Contact Person or such Back-up Contact Person has become effective in accordance with Number 3.1, be binding on the relevant DR Committee Panel Participant (including in its capacity as a DR Committee Member or an Ad hoc Verification Committee Member), provided that Eurex Clearing AG may, but is not obliged to, (a) rely on any statement, notice or other declaration made on behalf of such DR Committee Panel Participant by any other duly authorised representative thereof and (b) direct any statement, notice or other

declaration to any other duly authorised representative of such DR Committee Panel Participant.

19 Governing Law; Place of Jurisdiction; Binding Version

- 19.1** Unless provided otherwise, the rights and obligations arising out of, and in connection with, these Dispute Resolution Rules shall be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
- 19.2** Any non-contractual rights and obligations arising out of, and in connection with, these Dispute Resolution Rules shall be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
- 19.3** Exclusive place of jurisdiction for all disputes arising out of, or in connection with, these Dispute Resolution Rules is Frankfurt am Main.
- 19.4** Only the German version of these Dispute Resolution Rules is legally binding.

20 Amendments

- 20.1** Eurex Clearing AG reserves the right to amend the Dispute Resolution Rules in accordance with Chapter I Part 1 Number 17.2 of the Clearing Conditions; any amendments to these Dispute Resolution Rules shall be published in accordance with Chapter I Part 1 Number 16.1 of the Clearing Conditions and shall be effective vis-à-vis all entities that are party to any Clearing Agreement.

The current valid version of the Dispute Resolution Rules that is binding on all entities that are party to any Clearing Agreement is available via the internet (www.eurexclearing.com).

- 20.2** Amendments to the Dispute Resolution Rules shall be binding on any DR Committee Panel Participant that is not a party to any Clearing Agreement if so agreed in writing between Eurex Clearing AG and such DR Committee Panel Participant.

DR Committee Participation Agreement

Agreement for the Participation in DR Committees

between

and

Eurex Clearing AG, Frankfurt/Main.

DR Committee Participation Agreement

This Agreement for the Participation in DR Committees (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 participant in the DR Committee Panel (the "**DR Committee Panel Participant**"); and

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

The DR Committee Panel Participant and Eurex Clearing AG are hereinafter also referred to as the "**Parties**" and each of them as a "**Party**".

DR Committee Participation Agreement

WHEREAS:

- (A) In connection with the Clearing of Securities Lending Transactions pursuant to the Clearing Conditions for Eurex Clearing AG (as amended from time to time, the "**Clearing Conditions**"), Eurex Clearing AG may conduct dispute resolution procedures (each, a "**Dispute Resolution Procedure**") in relation to disputes that may arise between a Lender Clearing Member and a Borrower Clearing Member (other than Eurex Clearing AG) as parties of a Securities Lending Transaction in relation to the taking of certain voluntary corporate actions with respect to the relevant Loaned Securities. In addition, Eurex Clearing AG may, in circumstances where a default has occurred in respect of a Borrower Clearing Member, conduct, on an ad hoc basis, a verification procedure (the "**Ad hoc Verification Procedure**") of instructions that are provided by a Lender Clearing Member or of disputes between a Lender Clearing Member and a Borrower Clearing Member of a Securities Lending Transaction in relation to the taking of certain voluntary corporate actions with respect to the relevant Loaned Securities.
- (B) Each Dispute Resolution Procedure and each Ad hoc Verification Procedure is subject to the Clearing Conditions and the dispute resolution rules (as amended from time to time, the "**Dispute Resolution Rules**") that are published by Eurex Clearing AG on its website www.eurexclearing.com and form an integral part of the Clearing Conditions.
- (C) Pursuant to the Dispute Resolution Rules, Eurex Clearing AG has established or establishes a DR Committee Panel. The members of the individual DR Committees and of the individual Ad hoc Verification Committees that will decide on the relevant disputes or instructions referred to in Recital (A) will, subject to and in accordance with the Dispute Resolution Rules, be selected from the institutions participating in the DR Committee Panel (i.e. the DR Committee Panel Participants) provided that, if a DR Committee is converted into an Ad hoc Verification Committee, the members of such Ad hoc Verification Committee will be identical to the members of the former DR Committee.

NOW THEREFORE, the Parties agree as follows:

1 Definitions and Interpretation

Unless the context requires otherwise, capitalised terms used in this Agreement shall have the meaning given to them in the Clearing Conditions and the Dispute Resolution Rules.

The DR Committee Panel Participant confirms that it is familiar with the contents of (i) the Dispute Resolution Rules and (ii) Chapter I Parts 1 and 2 and Chapter IX of the Clearing Conditions.

2 Appointment as DR Committee Panel Participant

Eurex Clearing AG hereby appoints the DR Committee Panel Participant to act as DR Committee Panel Participant in accordance with the Dispute Resolution Rules. The DR Committee Panel Participant hereby accepts such appointment.

3 Rights and Obligations under the Dispute Resolution Rules

The DR Committee Panel Participant hereby agrees to be bound by the provisions of the Dispute Resolution Rules (i) in its capacity as a DR Committee Panel Participant, (ii) if the DR Committee Panel Participant is selected to serve as a DR Committee Member, also in its capacity as a DR Committee Member and (iii) if the DR Committee Panel Participant is

DR Committee Participation Agreement

selected to serve as an Ad hoc Verification Committee Member, also in its capacity as an Ad hoc Verification Committee Member. This Agreement incorporates by reference the Dispute Resolution Rules as well as such provisions of the Clearing Conditions to which the Dispute Resolution Rules refer, in each case in their German version.

The Parties expressly agree and acknowledge that, as a result of the appointment set out in Clause 2 above, (i) the DR Committee Panel Participants shall have all rights and obligations attributed to a DR Committee Panel Participant in the Dispute Resolution Rules (including, without limitation, to serve as a DR Committee Member and/or an Ad hoc Verification Committee Member, if so selected in accordance with the Dispute Resolution Rules), (ii) if the DR Committee Panel Participant is so selected to serve as a DR Committee Member, the DR Committee Panel Participant shall also have all rights and obligations attributed to a DR Committee Member in the Dispute Resolution Rules, (iii) if the DR Committee Panel Participant is so selected to serve as an Ad hoc Verification Committee Member (or if a DR Committee in which it participates is converted into an Ad hoc Verification Committee), the DR Committee Panel Participant shall also have all rights and obligations attributed to an Ad hoc Verification Committee Member in the Dispute Resolution Rules and (iv) Eurex Clearing AG shall have all rights and obligations set out in the Dispute Resolution Rules.

4 Remuneration

The DR Committee Panel Participant further acknowledges and agrees that (i) in its capacity as a DR Committee Panel Participant it shall not have any claims against Eurex Clearing AG, any Lender Clearing Member or any Borrower Clearing Member for the payment of any fee, remuneration, indemnification or reimbursement of costs and expenses in relation to its participation in the DR Committee Panel and (ii) in its capacity as a DR Committee Member or as an Ad hoc Verification Committee Member it shall solely be entitled to payment of the DR Committee Member Fee in accordance with the Dispute Resolution Rules, but shall otherwise not have any claims for the payment of any remuneration, indemnification or reimbursement of costs and expenses against Eurex Clearing AG, the Lender Clearing Member or the Borrower Clearing Member.

5 Confidentiality

The DR Committee Panel Participant (including in its capacity as a DR Committee Member and as an Ad hoc Verification Committee Member) agrees to comply with the confidentiality requirements set out in Number 17 of the Dispute Resolution Rules.

The DR Committee Panel Participant shall indemnify Eurex Clearing AG for all damages resulting from any breach by the DR Committee Panel Participant (including in its capacity as a DR Committee Member and as an Ad hoc Verification Committee Member) of the confidentiality requirements set out in Number 17 of the Dispute Resolution Rules.

6 Information Undertakings of the DR Committee Panel Participant

The DR Committee Panel Participant shall inform Eurex Clearing AG without undue delay of any developments involving the DR Committee Panel Participant of which the DR Committee Panel Participant has become aware and which may affect its obligations as a DR Committee Panel Participant, a DR Committee Member or an Ad hoc Verification Committee Member or may result in a breach of the Dispute Resolution Rules.

DR Committee Participation Agreement

7 Term

This Agreement shall remain in effect for as long as the DR Committee Panel Participant remains a DR Committee Panel Participant or serves as a DR Committee Member or an Ad hoc Verification Committee Member, in each case subject to and in accordance with the Dispute Resolution Rules, provided that Clause 5 (*Confidentiality*) (in conjunction with the confidentiality requirements set out in Number 17 of the Dispute Resolution Rules) shall continue to apply thereafter.

8 Limitation of Liability

Each Party shall only be liable for wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), unless it violates any of its essential obligations (*wesentliche Vertragspflichten*) under this Agreement. An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and in the performance of which the other Party trusts in and may trust. In case of simple negligence (*einfache Fahrlässigkeit*), the liability of each Party is restricted only to damages typically foreseeable at the time of entering into this Agreement. The provision of sentence 1 above shall not affect the statutory liability for damages incurred as a result of injury to life, body or health as well as the liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

No Party shall be liable for damages arising out of a business disruption as a result of force majeure, riots, events of war and natural events or natural phenomena, or as a result of other events outside of its control (e.g. strikes, lock-outs, traffic blocks, disruptions of supply chains) or events which occur as a result of actions of German or foreign governmental authorities.

9 Amendments

Amendments to this Agreement shall require the written consent of both Parties.

10 Governing Law; Jurisdiction; Binding Version

10.1 Governing Law

10.1.1 This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany.

10.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany.

10.2 Jurisdiction

The courts in Frankfurt am Main shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.

10.3 Binding Version

Only the German version of this Agreement is legally binding.

DR Committee Participation Agreement

11 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply *mutatis mutandis* to any gaps (*Vertragslücken*) in this Agreement.

DR Committee Participation Agreement

AUTHORISED SIGNATURES

to the Agreement

(as DR Committee Panel Participant)

(Place / Date)

Name:

Name:

Function:

Function:

Eurex Clearing Aktiengesellschaft

(Eurex Clearing AG)

(Place / Date)

Name:

Name:

Function:

Function: