Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 01.06.2025

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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSSED OUT

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Part 1 General Clearing Provisions

[…]

2 Clearing Members

2.1 Clearing License

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2.1.2 General Prerequisites for Clearing Licenses

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(3) The applicant for a Clearing License must

[…]

(d) […]

Eurex Clearing AG may, in its reasonable discretion, decide that the Clearing Member may, for the purpose of transferring full title in such Securities, use securities accounts of a third party with Clearstream Banking AG or Clearstream Banking S.A. Number 3.6 shall apply accordingly.

Chapter I Part 4 Numbers 6.4 and 6.5 shall apply *mutatis mutandis* to the delivery of collateral in cash or securities pursuant to this paragraph. In addition, Numbers 3.4.4 and 3.4.5 of these General Clearing Provisions apply *mutatis mutandis*, for cash amounts and for collateral provided in the form of Securities, Part 4 Numbers 6.6.1, 6.6.2, 6.6.4 and 6.6.5 apply *mutatis mutandis*.

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3 General Provisions regarding Margin and Variation Margin

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3.2 Eligible Margin Assets; Valuation; Rejection or Exchange Request; Large Exposures; Cash Ratio

3.2.1 Eligible assets to be provided as cover (i) in respect of Margin are such currency amounts and such Securities, as are acceptable~~ed~~ to Eurex Clearing AG from time to time in its reasonable discretion and (ii) in respect of Variation Margin and STM Variation Margin such currency amounts specified in the Special Clearing Provisions (the "**Eligible Margin Assets**"). For the avoidance of doubt, assets constituting Eligible Margin Assets in respect of Margin may vary depending on the security purpose, the type of account or for other any other reasons. Eurex Clearing AG will publish the relevant applicable list of Eligible Margin Assets in respect of Margin in accordance with Number 16.1 (ii).

[…]

3.2.3 Deliveries to Eurex Clearing AG of currency amounts or Securities not accepted by Eurex Clearing AG as Eligible Margin Assets ~~to Eurex Clearing AG~~ shall be returned without undue delay.

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6 Default Fund

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6.1 Contributions to the Default Fund

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6.1.2 Provision of the Contributions to the Default Fund

(1) The Clearing Members and Clearing Agents shall provide the Contributions to the Default Fund in cash amounts and/or in Securities accepted by Eurex Clearing AG by way of a transfer of all rights, title and interest in respect of such cash amounts and/or Securities to Eurex Clearing AG using the security accounts with Clearstream Banking AG or Clearstream Banking S.A., unless otherwise specified below. For the avoidance of doubt, assets accepted by Eurex Clearing AG for the purpose of Contributions may vary depending on the type of account or for other any other reasons. Eurex Clearing AG will publish the relevant applicable list of acceptable assets in respect of Contributions in accordance with Number 16.1 (ii).

(2) […]

For Contributions provided in the form of cash amounts, Numbers 3.4.4 and 3.4.5 of these General Clearing Provisions apply *mutatis mutandis*, and for Contributions provided in the form of Securities, Part 4 Numbers 6.6.1, 6.6.2, ~~and~~ 6.6.4 and 6.6.5 apply *mutatis mutandis*.

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Part 4 Individual Segregated Account Provisions

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6 Margin

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6.6 Specific Provisions for Eligible Margin Assets in form of Securities

6.6.1 Securities Income

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6.6.1.3 Number 3.2.3 of the General Clearing Provisions applies *mutatis mutandis* if such Securities Income does not constitute ~~Non-~~Eligible Margin Assets.

6.6.2 Cash Income

Upon payment of any interest, dividends or other distributions in cash in relation to Securities or Equivalent Securities (as defined in Number 6.6.4(b)), as the case may be, that constitute Margin and are credited to an ISA Securities Margin Account of a Clearing Member or a Eurex Clearing ISA Securities Margin Account (the "**Cash Income**"), Eurex Clearing AG shall pay to the Clearing Member a cash amount equivalent to and in the same currency as such Cash Income (net of any withholding or deduction) (the "**Equivalent Notional Cash Income**"). For the avoidance of doubt, Eurex Clearing AG shall under no circumstances be obliged to pay to the Clearing Member an amount exceeding the amount of Cash Income actually received by Eurex Clearing AG. Upon the crediting of any Cash Income or Equivalent Notional Cash Income, as the case may be, by Clearstream Banking AG or Clearstream Banking S.A., as the case may be, directly to a designated cash account of the Clearing Member, Eurex Clearing AG's obligation to pay the relevant Equivalent Notional Cash Income to the Clearing Member shall be discharged.

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6.6.4 No Obligations in relation to Corporate Actions

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~~For the avoidance of doubt, t~~The provisions under (a) to (d) shall apply *mutatis mutandis* with respect to Securities credited to an ISA Pledged Securities Account, an ISA CASS Pledged Securities Account or a securities account with a Third-Party CM Account Holder (used in accordance with Part 1 Number 3.6 for purposes of the ISA Provisions).

6.6.5 Indemnity from the Clearing Member

The Clearing Member shall indemnify Eurex Clearing AG in respect of all obligations and/or costs and/or liabilities arising from or in connection with the Securities provided as Margin by way of title transfer (including any rights arising therefrom such as subscription rights) that are imposed on Eurex Clearing AG as a consequence of Eurex Clearing AG's ownership of rights or interests in such Securities (regardless of whether such claims are made by the respective issuer of such securities, other holders of such Securities or any third parties including any public or governmental authorities or tax authorities).

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