

clear to trade



eurex clearing circular 118/14

Date: 22 August 2014
Recipients: All Clearing Members, Non-Clearing Members and Registered Customers of Eurex Clearing AG and Vendors
Authorized by: Heike Eckert

Flexible Account Structure enhancements

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

Content may be most important for:

Ü All departments

Attachment:

Amended sections of the Clearing Conditions for Eurex Clearing AG

Summary:

Presently, the Flexible Account Structure (FAS) for listed derivatives (C7 system) and EurexOTC IRS can be used for specific set-ups within the Individual Clearing Model (ICM) only. Clients, especially Fund Managers, have approached Eurex Clearing and suggested to extend this service offering for further set-up alternatives for the ICM, the Elementary Clearing Model (ECM) and the Net Omnibus Clearing Model (NOCM). This circular describes the enhanced set-up regarding position accounts in C7 and EurexOTC IRS.

The amended sections of the Clearing Conditions for Eurex Clearing AG as decided by the Executive Board of Eurex Clearing AG are attached to this circular. All amendments will come into effect on **15 September 2014**.



Eurex Clearing AG
Mergenthalerallee 61
65760 Eschborn
Mailing address:
60485 Frankfurt/Main
Germany

T +49-69-211-1 17 00
F +49-69-211-1 17 01
memberservices@eurexclearing.com
Internet:
www.eurexclearing.com

Chairman of the
Supervisory Board:
Hugo Bänziger

Executive Board:
Thomas Book (CEO),
Heike Eckert, Matthias Graulich,
Thomas Laux, Erik Tim Müller

Aktiengesellschaft mit
Sitz in Frankfurt/Main
HRB Nr. 44828
USt-IdNr. DE194821553
Amtsgericht
Frankfurt/Main

Flexible Account Structure enhancements

Presently, the Flexible Account Structure (FAS) for listed derivatives (C7 system) and EurexOTC IRS can be used for specific set-ups within the Individual Clearing Model (ICM) only. Clients, especially Fund Managers, have approached Eurex Clearing and suggested to extend this service offering for further set-up alternatives for the ICM the Elementary Clearing Model (ECM) and the Net Omnibus Clearing Model (NOCM). This circular describes the enhanced set-up with regards to position accounts in C7 and EurexOTC IRS.

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

All amendments will come into effect on 15 September 2014.

1. Rationale of the enhanced offering

The FAS enhancements will remove the current limitation of available agent accounts in Eurex Classic (i.e. accounts A1-A7/A9) and give Non-Clearing Members (NCMs) and Registered Customers (RCs) the option to have an unlimited number of agency accounts covered by a single collateral pool (ICM/ECM/NOCM). All other set-up parameters will remain unchanged. Thus, clients will have the advantage of more flexibility in their position maintenance options. In this context, Fund Managers also benefit from a simplified admission process which will be an integral part of the set-up procedure for FAS.

Instead of one contract per fund/RC the Fund Manager signs the Clearing Agreement for his funds. By submitting a so-called "Account Upload Sheet", Flexible Accounts will be created in the clearing systems while the upload sheet itself will become part of the Clearing Agreement. By contract, each Flexible Account will be assigned to one RC, which can be a fund or a fund segment. By introducing the FAS/Fund Manager set-up to the ECM and NOCM as well, the service will be available for a broad range of clients, who will also benefit from cross-product margining between OTC and selected listed derivatives products within the set-up. Clearing Members are allowed to set up one omnibus collateral pool for all funds below their technical RC ID (TRC ID) or to set up a joint collateral pool with other omnibus-segregated customers of the Clearing Member.

2. Enhancements

Eurex Clearing will enhance the possibilities for using Flexible Accounts as follows:

- RCs or NCMs, which are omnibus-segregated, will be allowed to use Flexible Accounts in C7 (i. e. for listed derivatives business),
- Fund Managers may apply for a TRC ID and will be allowed to set up omnibus segregated funds where permitted by law using Flexible Accounts in C7 and the EurexOTC Clearing Service below the TRC ID.

For the technical linking of the Flexible Accounts, a Transfer Customer Account (AAA) will be maintained. Transfer Customer Accounts may not be used for permanent credit of transactions beyond the close of the relevant day. Customer-related transactions must be credited directly to the (additional) Flexible Customer Accounts without undue delay.

Figure 1: Set-up of Flexible Accounts for omnibus-segregated NCMs/RCs for listed derivatives (Eurex)

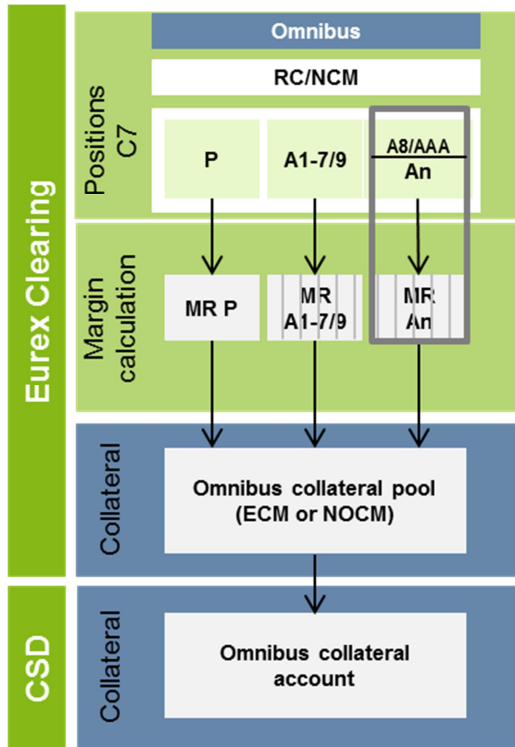
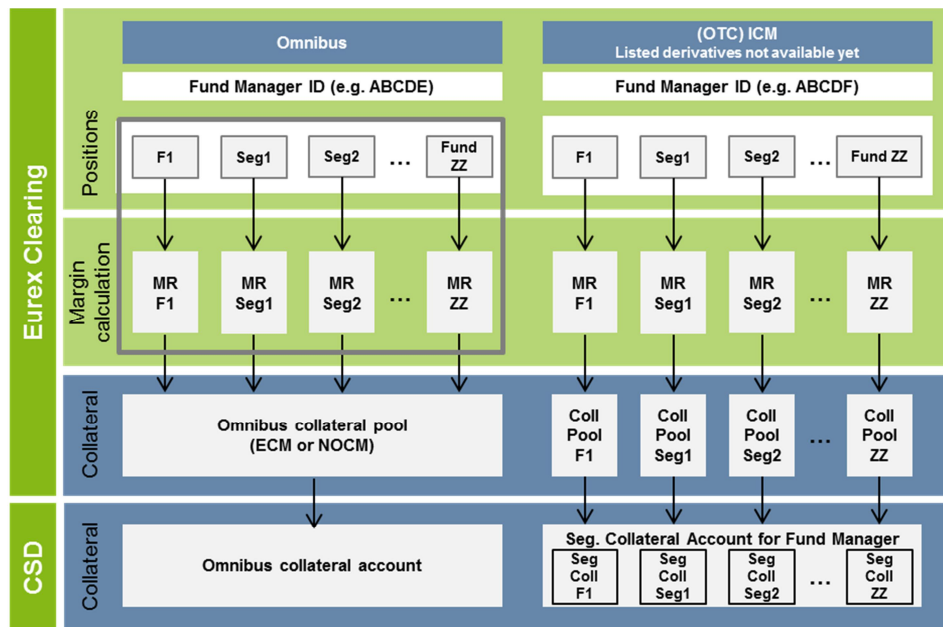


Figure 2: Set-up of Flexible Accounts for omnibus-segregated fund managers for EurexOTC IRS and listed derivatives (Eurex)



F = Single Fund, Seg = Fundsegment, MR = Margin Requirement, RNU = Risk Netting Unit, Coll. Pool = Segregated Collateral Pool, Coll = Collateral, CSD = Central Security Depository

Scope of Flex Accounts Enhancements

3. Amendments to the Clearing Conditions

The Flexible Account Structure (FAS) enhancements shall be legally implemented by way of an amendment to the Clearing Conditions as per the attachment to this circular, including amendments

- providing for Flexible Accounts to be set up for Eurex Transactions and EurexOTC IRS cleared under the ECM and NOCM,
- allowing the clearing of Eurex Transactions for Registered Customers under the ECM and NOCM,
- permitting funds to act as Registered Customers under the ECM and NOCM,
- introducing representations by Clearing Members and investment funds that the usage of the ECM and NOCM is compliant with all regulatory and other legal requirements applicable to the relevant investment fund and
- introducing Special Provisions for the clearing of transactions with certain types of investment funds for the ECM and NOCM.

The following provisions in the Clearing Conditions will be amended:

- Chapter I Part 1 Number 1.1.6 (General Clearing Conditions – Scope of Application)
- Chapter II Part 1 Number 1.3.6 (Additional Customer Accounts)
- Appendix 2 Part 3 and Part 4 (Clearing Agreement with a Non-Clearing Member and/or Registered Customer for the Elementary Clearing Model)
- Appendix 3 Part 4 (Clearing Agreement with a Non-Clearing Member and/or Registered Customer for the Individual Clearing Model under Eurex Clearing AG Documentation)
- Appendix 4 Part 4 Agreement for the Participation in the Individual Clearing Model under Client Clearing Documentation with a Non-Clearing Member and/or Registered Customer)
- Appendix 8 Part 2, Part 3 and Part 4 (Clearing Agreement with a Net Omnibus Non-Clearing Member and/or Net Omnibus Registered Customer for the Net Omnibus Clearing Model)

As of 15 September 2014, the amended Clearing Conditions will be available for download on the Eurex Clearing website www.eurexclearing.com under the following link:

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

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 shall be deemed to have been accepted by each Clearing Member, Non-Clearing Member and each Registered Customer, unless they object in writing to Eurex Clearing AG 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 shall remain unaffected.

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

22 August 2014

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

Chapter I General Provisions

Part 1

General Clearing Provisions

1 General Rules

[...]

1.1.6 [...]

provided that in each such case under Paragraph 1 (ii) to (vii) the entry into and performance of such Clearing Agreement or ICM Participation Agreement and of Transactions under the Individual Clearing Model Provisions, Elementary Clearing Model Provisions or Net Omnibus Clearing Model Provisions do not conflict with any law or regulation, in particular investment laws and regulations, applicable to such entity, any provision of that entity's constitutional documents, any order or judgment of any court or other agency of government applicable to that entity's assets or any agreement or instrument by which that entity is bound or which affects any of that ~~entity's assets~~ such entity may only enter into a Clearing Agreement or ICM Participation Agreement in the form appended to ~~THE~~ Clearing Conditions as ~~Appendix 3 or 4~~;

- (2) if an entity under Paragraph (1) (ii) to (vii) above enters into such Clearing Agreement or ICM Participation Agreement, the entity (if applicable, acting through a Fund Party as defined in Paragraph (3) below) and its Clearing Member, severally and not jointly, represent and warrant by way of an independent guarantee and irrespective of fault (*selbständiges verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that entering into and the performance of such Clearing Agreement or ICM Participation Agreement and of Transactions under the Individual Clearing Model Provisions, Elementary Clearing Model Provisions or Net Omnibus Clearing Model Provisions do not conflict with any law or regulation, in particular investment laws and regulations, applicable to that entity, any provision of that entity's constitutional documents, any order or judgment of any court or other agency of government applicable to that entity's assets or any agreement or instrument by which that entity is bound or which affects any of that entity's assets; and Eurex Clearing AG may require such entity (or if applicable, the relevant Fund Party

through which such entity acts) and/or its Clearing Member to provide, at its own expense, a legal opinion from leading counsel approved by Eurex Clearing AG that verifies and confirms the accuracy of such representation and warranty

(23) [...];

(34) the Clearing Agreement or ICM Participation Agreement relates to the Clearing of one or more of the following Transaction Types: Eurex Transactions, EEX Transactions, and OTC Interest Rate Derivative Transactions (each an “**RC-Eligible Transaction Type**”), provided that

(a) a Clearing Agreement in the form appended to the Clearing Conditions as Appendix 2 or Appendix 8 may only be entered into with respect to Eurex Transactions, OTC Interest Rate Derivative Transactions;

[...]

(45) [...]

[...]

Part 4 Net Omnibus Clearing Model Provisions

1 Application of Net Omnibus Clearing Model Provisions

[...]

1.3 A Net Omnibus Eligible Transaction, executed between Eurex Clearing AG and the Clearing Member pursuant to these Net Omnibus Clearing Model Provisions and booked on (i) the account of the Clearing Member designated by Eurex Clearing AG for the Customer-Related Transactions of the Clearing Member (the “**Net Omnibus Customer Account**”), (ii) ~~the any~~ sub-account for Net Omnibus Eligible Transactions of the relevant account of the Clearing Member for NCM-Related Transactions pursuant to Chapter I Part 1 Number 4.2.1 Paragraph (2) (such sub-accounts with respect to a particular Net Omnibus Non-Clearing Member collectively a “**Net Omnibus NCM Account**”) or (iii) ~~the any~~ sub-account for Net Omnibus Eligible Transactions of the relevant account of the Clearing Member for RC-Related Transactions pursuant to Chapter I Part 1 Number 4.2.1 Paragraph (3) (such sub-accounts with respect to a particular Net Omnibus Registered Customer collectively a “**Net Omnibus RC Account**”), shall be a “**Net Omnibus Transaction**”. The Clearing Member shall procure that each Transaction designated as a Net Omnibus Transaction is booked in the Net Omnibus Customer Account, the Net Omnibus NCM Account or the Net Omnibus RC Account, as applicable, without undue delay. Only the booking into the relevant account shall qualify such Transaction as a Net Omnibus Transaction.

[...]

Chapter II Transactions Concluded at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)

Part 1

General Clearing Provisions

1 General Rules

[...]

1.3 Internal Accounts

1.3.1 Types of Transaction Accounts

[...]

- (4) If a Clearing Member applies for Additional Customer Accounts with respect to NCM-Related Transactions and/or with respect to RC-Related Transactions in accordance with Number 1.3.6, a separate account (A8) will be maintained for the technical provision of the Additional Customer Accounts (each an “**Interface-Account**”). NCM-Related Transactions and RC-Related Transactions will be transmitted to the Additional Customer Accounts via the Interface-Accounts. No account management functions will be available for the Interface-Accounts, except the management functions listed in this paragraph below and the Trade Transfers and Position Transfers according to Number 1.3.3 Paragraph (2). By transmitting a closing Transaction (closing trade) to an Interface-Account, this Transaction will be automatically converted into an opening Transaction and booked accordingly. The confirmation of acceptance of a Transaction according to Number 1.3.3 Paragraph (4) last indent and Number 1.3.3 Paragraph (5) last indent in an Interface-Account will be available only for Transactions concluded on the same Business Day.

[...]

1.3.3 Transaction- and Positions transfers

[...]

1.3.6 Additional Customer Accounts

~~For the clearing under the Individual Clearing Model a~~ Clearing Member can apply for Additional Customer Accounts with respect to NCM-Related Transactions or with respect to RC-Related Transactions. ~~However, this does not apply in case the Clearing Member has entered into an ICM Clearing Agreement or an ICM Participation Agreement with one or more Registered Customer(s) and Eurex Clearing AG by using the Annex to Part 4 of these agreements.~~ If applicable and unless provided otherwise in the following, the preceding Numbers 1.3.1 to 1.3.5 apply to the Additional Customer Accounts.

1.3.6.1 NCM-/RC-Customer Accounts

(1) [...]

- (2) In each case, a Transfer-Customer-Account (AAA) will be maintained for the technical connection of the Additional Customer Accounts with the Interface-Accounts pursuant to Number 1.3.1 Paragraph (4) (each a “Transfer-Customer-Account”). The following

applies with respect to Transfer-Customer-Accounts under the Elementary Clearing Model Provisions or the Net Omnibus Clearing Model Provisions: The Transfer-Customer-Accounts may not be used for the permanent credit of Transactions beyond the close of the relevant day. Customer-Related Transactions must directly be credited to the Additional Customer Account without undue delay.

- (3) Any reference in ~~this~~ these Clearing Conditions to Customer Accounts with respect to NCM- or RC-Related Transactions shall be read as reference to the respective Additional Customer Account with respect to NCM-Related Transactions or with respect to RC-Related Transactions.

[...]

Appendix 2 to the Clearing Conditions: Clearing Agreement with a Non-Clearing Member and/or Registered Customer for the Elementary Clearing Model

[...]

Part 3 Transaction Types included in the Clearing

[...]

- Registered Customer for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)
 - Chapter VIII Part 2 Clearing of OTC Interest Rate Derivative Transactions

[...]

Part 4 Special Provisions for the Clearing of Transactions with certain types of investment funds

The following provisions apply to the Clearing of Transactions with Contractual Funds, Partnerships, Unit Trusts, Sub-Funds and Fund Segments.

1 Definitions and Interpretation

1.1 Each reference in this Agreement to a “Registered Customer” shall be to a particular Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party.

1.2 In this Part 4:

- (i) each Contractual Fund, Partnership, Unit Trust or Sub-Fund listed in the Annex to this Part 4 shall be referred to as a “Relevant Fund”;
- (ii) each Fund Segment listed in the Annex to this Part 4 shall be referred to as a “Relevant Fund Segment”, and
- (iii) “Fund Party” means, as applicable, the manager, general partner, trustee or Incorporated Fund acting for the account of a Relevant Fund or Relevant Fund Segment, as the case may be.

1.3 References in this Agreement to a Unit Trust “entering into” a Clearing Agreement or Transaction through the Fund Party shall be construed as the Fund Party as trustee of that Unit Trust entering in that Clearing Agreement or Transaction, as the case may be. In addition, references in this Part 4 to a Unit Trust “acting through” the Fund Party shall be construed as the Fund Party acting as trustee of that Unit Trust.

2 Included Transactions

In deviation from Part 3 of this Agreement, only Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivatives pursuant to Chapter VIII Part 3 may be included in the Clearing.

3 Information Obligations

When entering into a Transaction for the account of a Relevant Fund or Relevant Fund Segment, the Fund Party shall in each case inform Eurex Clearing AG and the Clearing Member for which Relevant Fund or Relevant Fund Segment that Transaction is entered into.

4 Set-off

The set-off of claims of the Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party with or against claims of another Registered Customer or any other claims shall be excluded.

5 Representations and Undertakings to Eurex Clearing AG

5.1 For each Relevant Fund and each Relevant Fund Segment, the Clearing Member and the Fund Party acting for the account of that Relevant Fund or Relevant Fund Segment (as the case may be), severally and not jointly, represent and warrant by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:

- (i) the Fund Party has the power to enter into and perform this Agreement (incorporating the Clearing Conditions) and Transactions under the Elementary Clearing Model Provisions for the account of that Relevant Fund or Fund Segment, as the case may be;
- (ii) the Relevant Fund or Relevant Fund Segment, as the case may be, has been established in compliance with applicable law and is legally existent;
- (iii) the Relevant Fund or Relevant Fund Segment, as the case may be, and/or its Fund Party (as applicable) are, where required to be, registered and/or regulated in their respective jurisdiction and supervised by and/or subject to the powers of the competent supervisory authorities in their respective countries of origin;
- (iv) the entry into and performance of this Agreement (incorporating the Clearing Conditions) and Transactions under the Elementary Clearing Model Provisions by that Relevant Fund or Relevant Fund Segment, as the case may be, acting through the relevant Fund Party, do not conflict with any law or regulation, in particular investment laws and regulations, applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party, any provision of that Relevant Fund's or Relevant Fund Segment's (as the case may be) constitutional documents, any order or judgment of any court or other agency of government applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party or any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets or any agreement or instrument by which that Relevant Fund, Relevant Fund Segment (as the case may be) or Fund Party is bound or which affects any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets; and
- (v) to the extent that the Relevant Fund is a Unit Trust, the Fund Party has the right to be indemnified out of the assets of that Relevant Fund in respect of any obligation undertaken or to be undertaken by the Fund Party under this Agreement (incorporating the Clearing Conditions) or relevant Transactions under the Elementary Clearing Model Provisions for the account of that Relevant Fund.

5.2 For each Relevant Fund Segment (if any), the Fund Party acting for the account of that Relevant Fund Segment further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:

- (i) it has informed the investors of the fund to which that Relevant Fund Segment belongs of the contractual segregation between Fund Segments in connection with the Clearing and of any potential adverse economic effects which the conclusion of this Agreement may have for that Relevant Fund Segment in comparison to a uniform conclusion of the Agreement with the fund, respectively, and that the investors of the fund to which that Relevant Fund Segment belongs are willing to bear the potential economic risks and adverse effects which are related to a contractual segregation of that Relevant Fund Segment; and
- (ii) to the extent applicable, the relevant funds prospectus contains the respective disclosure of the contractual segregation of Fund Segments and of any potential economic risk of such contractual segregation between Fund Segments as set forth under paragraph (i) above.

6 Amendments, Term and Termination

6.1 In deviation from Part 1 Number 9.1 of this Agreement, an amendment of the Annex to this Part 4 in case of an accession of a new Relevant Fund or new Relevant Fund Segment, a renaming (*Umbenennung*) of a Relevant Fund or Relevant Fund Segment, a termination of a Relevant Fund or Relevant Fund Segment or a merger of Relevant Funds or Relevant Fund Segments may also be effected by the exchange of an amended Annex to this Part 4 countersigned by the Parties.

6.2 Such amendment to the Annex of this Part 4 in case of an accession of a new Relevant Fund or new Relevant Fund Segment, a merger by new establishment (*Verschmelzung durch Neugründung*) of a Relevant Fund or Relevant Fund Segment shall constitute a new Clearing Agreement pursuant to Appendix 2 of the Clearing Conditions with the new or, in connection with the merger, newly established Relevant Fund or Relevant Fund Segment acting through the Fund Party.

6.3 In deviation from Part 1 Number 6 of this Agreement the termination of this Agreement entered into by the Fund Party acting for the account of a Relevant Fund or Relevant Fund Segment pursuant to Chapter I Part 1 Number 13.2.1 in connection with Number 13.1.1 of the Clearing Conditions may also be effected by the Fund Party submitting to Eurex Clearing AG and the Clearing Member an amended Annex to this Part 4 in which that Relevant Fund or Relevant Fund Segment has been deleted.

6.4 Each reference in this Agreement to the Annex of this Part 4 shall be a reference to the Annex to Part 4 of this Agreement in its then current version.

Annex to Part 4

<u>Legal Name of the Relevant Fund</u>				
<u>Name of the asset pool (fund)</u>				
<u>Legal Entity Identifier (LEI/preLEI)</u>				
<u>Jurisdiction (ISO code)</u>				

(Place)(Date)(as Clearing Member)Name:Name:Function:Function:

(Fund Party acting for the account of the Relevant Funds [and/or Relevant Fund Segments] listed in the Annex to Part 4 of this Agreement)

Name:Name:Function:Function:**Eurex Clearing Aktiengesellschaft**(Eurex Clearing AG)Name:Name:Function:Function:

<u>Reference</u>	<u>Description</u>
<u>Legal Name of the Relevant Fund</u>	<p><u>Legal name of the Relevant Fund or Relevant Fund Segment.</u></p> <p><u>In case of a Sub-Fund, the Incorporated Fund, Contractual Fund or Unit Trust fund to which the Sub-Fund relates to shall also be indicated.</u></p> <p><u>For purposes of a clear attribution in case of a Relevant Fund Segment the legal name of the Incorporated Fund, Contractual Fund or Sub-Fund to which the Relevant Fund Segment belongs</u></p>

<u>Reference</u>	<u>Description</u>
	<u>shall always be indicated as well (format: <name of the Fund>-<name of the Relevant Fund Segment>).</u>
<u>Name of the asset pool (fund)</u>	<u>Account name of the account of the Relevant Fund/Relevant Fund Segment (book_name).</u>
<u>Legal Entity Identifier (LEI/preLEI)</u>	<u>Legal Entity Identifier / Preliminary Legal Identifier allocated by authorized entities based on ISO Standard 17442 of the Relevant Fund, if applicable .</u>
<u>Jurisdiction (ISO code)</u>	<u>ISO country code of the Relevant Fund.</u>

[...]

**Appendix 3 to the Clearing Conditions:
Clearing Agreement with a Non-Clearing Member and/or Registered Customer for
the Individual Clearing Model under Eurex Clearing AG Documentation**

[...]

**Part 4 Special Provisions for the Clearing of Transactions with certain
types of investment funds**

The following provisions apply to the Clearing of Transactions with Contractual Funds, Partnerships, Unit Trusts, Sub-Funds and Fund Segments.

1 Definitions and ~~interpretation~~ Interpretation

1.1 Each reference in this Agreement to an "ICM Client" or a "**Registered Customer**" shall, subject to Clause 1.4 of this Part 4, be to a particular Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party.

1.2 In this Part 4:

[...]

(ii) each Fund Segment listed in the Annex to this Part 4 shall ~~in this Part 4~~ be referred to as a "**Relevant Fund Segment**", and

[...]

1.4 If Eurex Transactions shall be entered into for the account of a Relevant Fund or Relevant Fund Segment under ICM-ECD, the relevant Fund Party (acting for the account of such Relevant Fund or Relevant Fund Segment, respectively) and the Clearing Member must enter into a separate Clearing Agreement with Eurex Clearing AG pursuant to Appendix 3 to the Clearing Conditions with respect to each such Relevant Fund or Relevant Fund Segment and upon the entering into such separate Clearing Agreement, such Relevant Fund or Relevant Fund Segment shall automatically be deleted from the Annex to this Part 4 and the Fund Party shall submit to Eurex Clearing AG and the Clearing Member an amended Annex to this Part 4 in which that Relevant Fund or Relevant Fund Segment has been deleted.

2 Included Transactions for certain types of Contractual Funds

In deviation from Part 3 of this Agreement, only Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivatives pursuant to Chapter VIII Part 2 may be included in the Clearing for Contractual Funds in the form of a *Sondervermögen* within the meaning of the German Investment Act (*Investmentgesetz*) or the German Capital Investment Act (*Kapitalanlagegesetzbuch*) or a Sub-Fund or Fund Segment thereof.

[...]

~~6~~ No change of Clearing model

~~Each Relevant Fund and each Relevant Fund Segment, in each case acting through the Fund Party may only enter into a Clearing Agreement or ICM-Participation Agreement in the form appended to the Clearing Conditions as Appendix 3 or 4. A change of the clearing model is not possible.~~

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7.16.1 For each Relevant Fund and each Relevant Fund Segment, the Clearing Member and the Fund Party acting for the account of that Relevant Fund or Relevant Fund Segment (as the case may be), severally and not jointly, represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that:

[...];

- (ii) ~~that~~ Relevant Fund or Relevant Fund Segment, as the case may be, has been established in compliance with applicable law and is legally existent;
- (iii) ~~that~~ Relevant Fund or Relevant Fund Segment, as the case may be, and/or its Fund Party (as applicable) are, where required to be, registered and/or regulated in their respective jurisdiction and supervised by and/or subject to the powers of the competent supervisory authorities in their respective countries of origin;

[...]

7.26.2 For each Relevant Fund Segment (if any), the Fund Party acting for the account of that Relevant Fund Segment further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that:

- (i) it has informed the investors of the fund to which that Relevant Fund Segment belongs of the contractual segregation between Fund Segments in connection with the Clearing and of any potential adverse economic effects which the conclusion of this Agreement may have for that Relevant Fund Segment in comparison to a uniform conclusion of the Agreement with the fund, respectively, and that the investors of the fund, respectively, to which that Relevant Fund Segment belongs are willing to bear the potential economic risks and adverse effects which are related to a contractual segregation of conclusion ~~with~~ that Relevant Fund Segment; and
- (ii) to the extent applicable, the relevant funds prospectus contains the respective disclosure of the contractual segregation of Fund Segments and of any potential economic risk of such contractual segregation between Fund Segments as set forth ~~above~~ under paragraph (i) above.

87 Amendments, Term and Termination

8.17.1 [...]

8.27.2 [...]

8.37.3 [...]

8.47.4 [...].

Annex to Part 4

Legal Name of the Relevant Fund				
Name of the asset pool (fund)				
CBF/GS Securities Margin account				
CBF/GS Main account of CM				
CBF Int 6-series Securities Margin account				
CBF Int 6-series Main account of CM				
Legal Entity Identifier (LEI/preLEI)				
Jurisdiction (ISO code)				

Reference	Description
Legal Name of the Relevant Fund	<p>Legal name of the Relevant Fund or Relevant Fund Segment.</p> <p>In case of a Sub-Fund, the Incorporated Fund, Contractual Fund or Unit Trust fund to which the Sub-Fund relates to shall also be indicated.</p> <p>For purposes of a clear attribution in case of a Relevant Fund Segment the legal name of the Incorporated Fund, Contractual Fund or Sub-Fund to which the Relevant Fund Segment belongs shall always be indicated as well (format: <name of the Fund>-<name of the Relevant Fund Segment>).</p>
Name of the asset pool (fund)	Account name of the account of the Relevant Fund/Relevant Fund Segment (book_name).
CBF/GS Securities Margin account	Clearing Member's CBF-Subaccount for segregated clients.
CBF/GS Main account of CM	Designated account for the redelivery of margin collateral actually delivered in form of Securities. The designated CBF Main Account may be held either in the name of the Clearing Member or in the name of the custodian of the ICM Client at CBF.
CBF Int 6-series Securities Margin account	Clearing Member's Creation Account for segregated clients.
CBF Int 6-series Main account of CM	Designated account for the redelivery of margin collateral actually delivered in form of Securities. The designated Creation Main Account may be held in the name of the Clearing Member or in the name of the custodian of the ICM Client at CBF.
Approved Trade System ID of asset pool (single fund)	Approved Trade Source System ID of the Relevant Fund/Relevant Fund Segment.
Legal Entity Identifier (LEI/preLEI)	Legal Entity Identifier / Preliminary Legal Identifier allocated by authorized entities based on ISO Standard 17442 of the Relevant Fund, if applicable.
Jurisdiction (ISO code)	ISO country code of the Relevant Fund.

**Appendix 4 to the Clearing Conditions:
Agreement for the Participation in the Individual Clearing Model under Client
Clearing Documentation with a Non-Clearing Member and/or Registered Customer**

[...]

1 Definitions and ~~interpretation~~Interpretation

1.1 Each reference in this Agreement to an “**ICM Client**” or a “**Registered Customer**” shall, subject to Clause 1.4 of this Part 4, be to a particular Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party.

1.2 In this Part 4:

[...]

(ii) each Fund Segment listed in the Annex to this Part 4 shall ~~in this Part 4~~ be referred to as a “**Relevant Fund Segment**”; and

[...]

[...]

1.4 If Eurex Transactions shall be entered into for the account of a Relevant Fund or Relevant Fund Segment under ICM-CCD, the relevant Fund Party (acting for the account of such Relevant Fund or Relevant Fund Segment, respectively) and the Clearing Member must enter into a separate ICM Participation Agreement with Eurex Clearing AG pursuant to Appendix 4 to the Clearing Conditions with respect to each such Relevant Fund or Relevant Fund Segment and upon the entering into such separate ICM Participation Agreement, such Relevant Fund or Relevant Fund Segment shall automatically be deleted from the Annex to this Part 4 and the Fund Party shall submit to Eurex Clearing AG and the Clearing Member an amended Annex to this Part 4 in which that Relevant Fund or Relevant Fund Segment has been deleted.

2 Included Transactions for certain types of Contractual Funds

In deviation from Part 3 of this Agreement, only Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivatives pursuant to Chapter VIII Part 2 may be included in the Clearing for Contractual Funds in the form of a *Sondervermögen* within the meaning of the German Investment Act (*Investmentgesetz*) or the German Capital Investment Act (*Kapitalanlagegesetzbuch*) or a Sub-Fund or Fund Segment thereof.

[...]

~~6 No change of Clearing model~~

~~Each Relevant Fund and each Relevant Fund Segment, in each case acting through the Fund Party may only enter into a Clearing Agreement or ICM Participation Agreement in the form appended to the Clearing Conditions as Appendix 3 or 4. A change of the clearing model is not possible.~~

76 Representations and Undertakings to Eurex Clearing AG

76.1 For each Relevant Fund and each Relevant Fund Segment, the Clearing Member and the Fund Party acting for the account of that Relevant Fund or Relevant Fund Segment (as the

case may be), severally and not jointly, represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that:

[...]

- (ii) ~~that~~ Relevant Fund or Relevant Fund Segment, as the case may be, has been established in compliance with applicable law and is legally existent;
- (iii) ~~that~~ Relevant Fund or Relevant Fund Segment, as the case may be, and/or its Fund Party (as applicable) are, where required to be, registered and/ or regulated in their respective jurisdiction and supervised by and/or subject to the powers of the competent supervisory authorities in their respective countries of origin;
- (iv) the entry into and performance of the Relevant ICM Documentation and any other documentation relating to the Relevant ICM Documentation by that Relevant Fund or Relevant Fund Segment, as the case may be, acting through the relevant Fund Party, do not conflict with any law or regulation, in particular investment laws and regulations, applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party, any provision of that Relevant Fund's or Relevant Fund Segment's (as the case may be) constitutional documents, any order or judgment of any court or other agency of government applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party or any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets or any agreement or instrument by which that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party is bound or which affects any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets; and

[...]

76.2 For each Relevant Fund Segment (if any), the Fund Party acting for the account of that Relevant Fund Segment ~~further~~ represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) to Eurex Clearing AG that

- (i) it has informed the investors of the fund to which that Relevant Fund Segment belongs of the contractual segregation between Fund Segments in connection with the Clearing and of any potential adverse economic effects which the conclusion of this Agreement may have for that Relevant Fund Segment in comparison to a uniform conclusion of the Agreement with the fund, respectively, and that the investors of the fund, respectively, to which that Relevant Fund Segment belongs are willing to bear the potential economic risks and adverse effects which are related to a contractual segregation of conclusion ~~with~~ that Relevant Fund Segment; and
- (ii) to the extent applicable, the relevant fund prospectus contains the respective disclosure of the contractual segregation of Fund Segments and of any potential economic risk of such contractual segregation between Fund Segments as set forth ~~above~~ under paragraph (i) above.

87 Amendments, Term and Termination

87.1 [...]

87.2 [...].

87.3 [...]

87.4 [...]

87.5 In any case described in this Number 78, a corresponding amendment or replacement of the Client Clearing Agreement which must be in compliance with the ICM-CCD Provisions, has to be evidenced to Eurex Clearing AG to its full satisfaction beforehand.

Annex to Part 4

Legal Name of the Relevant Fund				
Name of the asset pool (fund)				
CBF/GS Securities Margin account				
CBF/GS Main account of CM				
CBF Int 6-series Securities Margin account				
CBF Int 6-series Main account of CM				
Legal Entity Identifier (LEI/preLEI)				
Jurisdiction (ISO code)				

[...]

Reference	Description
Legal Name of the Relevant Fund	<p>Legal name of the Relevant Fund or Relevant Fund Segment.</p> <p>In case of a Sub-Fund, the Incorporated Fund, Contractual Fund or Unit Trust, to which the Sub-Fund relates to shall also be indicated.</p> <p>For purposes of a clear attribution in case of a Relevant Fund Segment the legal name of the Incorporated Fund, Contractual Fund or Sub-Fund to which the Relevant Fund Segment belongs shall always be indicated as well (format: <name of the fund>-<name of the Relevant Fund Segment>).</p>
Name of the asset pool (fund)	Account name of the account of the Relevant Fund/Relevant Fund Segment (book_name).
CBF/GS Securities Margin account	Clearing Member's CBF-Subaccount for segregated clients.
CBF/GS Main account of CM	Designated account for the redelivery of margin collateral actually delivered in form of Securities. The designated CBF Main Account may be held either in the name of the Clearing Member or in the name of the custodian of the ICM Client at CBF.
CBF Int 6-series Securities Margin account	Clearing Member's Creation-Account for segregated clients.
CBF Int 6-series Main account of CM	Designated account for the redelivery of margin collateral actually delivered in form of Securities. The designated Creation Main Account may be held in the name of the Clearing Member or in the name of the custodian of the ICM Client at CBF.
Legal Entity Identifier (LEI/preLEI)	Legal Entity Identifier / Preliminary Legal Identifier allocated by authorized entities based on ISO Standard 17442 of the Relevant Fund, <u>if applicable</u> .
Jurisdiction (ISO code)	ISO country code of the Relevant Fund

Appendix 7 to the Clearing Conditions: Clearing Agreement for the Clearing of Securities Lending Transactions with the Holder of a Specific Lender License

[...]

7 Set off between Eurex Clearing AG and Holder of a Specific Lender License

Only Eurex Clearing AG may set off its claims vis-à-vis the Holder of a Specific Lender License, unless (i) such exclusion of set off relates to claims of the Holder of a Specific Lender License which are undisputed or have been determined as legally binding, or unless (ii) the Holder of a Specific Lender Licence is a contractual investment fund in the form of a *Sondervermögen* acting through its German management company (*Kapitalverwaltungsgesellschaft* - "KVG") within the meaning of the German Capital Investment Act (*Kapitalanlagegesetzbuch* – "KAGB")~~German investment company (*Kapitalanlagegesellschaft*) within the meaning of the German Investment Act (*Investmentgesetz*), in which case no set off shall be permitted. This does not apply to a set off with claims which are undisputed or have been determined as legally binding.~~

[...]

**Appendix 8 to the Clearing Conditions:
Clearing Agreement with a Net Omnibus Non-Clearing Member and/or Net
Omnibus Registered Customer for the Net Omnibus Clearing Model**

[...]

Part 2 Specific Provisions for Transaction Types

1 Specific Provisions for the Clearing of Eurex Transactions pursuant to Chapter II of the Clearing Conditions

[...]

1.3 Fees arising from Connection Agreement

Eurex Clearing AG shall collect fees from the Clearing Member according to the Clearing Conditions in conjunction with the Price List for Eurex Clearing AG valid at the time. The Clearing Member shall collect the same amount from the Net Omnibus Non-Clearing Member/Net Omnibus Registered Customer.

[...]

Part 3 Transaction Types included in the Clearing

[...]

- Net Omnibus Registered Customer for the following Transaction Types:
 - Chapter II Transactions Concluded at Eurex Deutschland and Eurex Zürich (Eurex Exchanges)

[...]

Part 4 Special Provisions for the Clearing of Transactions with certain types of investment funds

The following provisions apply to the Clearing of Transactions with Contractual Funds, Partnerships, Unit Trusts, Sub-Funds and Fund Segments.

1 Definitions and Interpretation

1.1 Each reference in this Agreement to a "Registered Customer" shall be to a particular Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party.

1.2 In this Part 4:

- (i) each Contractual Fund, Partnership, Unit Trust or Sub-Fund listed in the Annex to this Part 4 shall be referred to as a "Relevant Fund";
- (ii) each Fund Segment listed in the Annex to this Part 4 shall be referred to as a "Relevant Fund Segment", and
- (iii) "Fund Party" means, as applicable, the manager, general partner, trustee or Incorporated Fund acting for the account of a Relevant Fund or Relevant Fund Segment, as the case may be.

1.3 References in this Agreement to a Unit Trust “entering into” a Clearing Agreement or Transaction through the Fund Party shall be construed as the Fund Party as trustee of that Unit Trust entering in that Clearing Agreement or Transaction, as the case may be. In addition, references in this Part 4 to a Unit Trust “acting through” the Fund Party shall be construed as the Fund Party acting as trustee of that Unit Trust.

2 Included Transactions

In deviation from Part 3 of this Agreement, only Eurex Transactions pursuant to Chapter II and OTC Interest Rate Derivatives pursuant to Chapter VIII Part 2 may be included in the Clearing.

3 Information Obligations

When entering into a Transaction for the account of a Relevant Fund or Relevant Fund Segment, the Fund Party shall in each case inform Eurex Clearing AG and the Clearing Member for which Relevant Fund or Relevant Fund Segment that Transaction is entered into.

4 Set-off

The set-off of claims of the Relevant Fund or Relevant Fund Segment, in each case acting through the Fund Party with or against claims of another Registered Customer or any other claims shall be excluded.

5 Representations and Undertakings to Eurex Clearing AG

5.1 For each Relevant Fund and each Relevant Fund Segment, the Clearing Member and the Fund Party acting for the account of that Relevant Fund or Relevant Fund Segment (as the case may be), severally and not jointly, represent and warrant by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:

- (i) the Fund Party has the power to enter into and perform this Agreement (incorporating the Clearing Conditions) and Transactions under the Net Omnibus Clearing Model Provisions for the account of that Relevant Fund or Fund Segment, as the case may be;
- (ii) the Relevant Fund or Relevant Fund Segment, as the case may be, has been established in compliance with applicable law and is legally existent;
- (iii) the Relevant Fund or Relevant Fund Segment, as the case may be, and/or its Fund Party (as applicable) are, where required to be, registered and/or regulated in their respective jurisdiction and supervised by and/or subject to the powers of the competent supervisory authorities in their respective countries of origin;
- (iv) the entry into and performance of this Agreement (incorporating the Clearing Conditions) and of Transactions under the Net Omnibus Clearing Model Provisions by that Relevant Fund or Relevant Fund Segment, as the case may be, acting through the relevant Fund Party, do not conflict with any law or regulation, in particular investment laws and regulations, applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party, any provision of that Relevant Fund’s or Relevant Fund Segment’s (as the case may be) constitutional

documents, any order or judgment of any court or other agency of government applicable to that Relevant Fund or Relevant Fund Segment (as the case may be) or Fund Party or any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets or any agreement or instrument by which that Relevant Fund, Relevant Fund Segment (as the case may be) or Fund Party is bound or which affects any of that Relevant Fund's or Relevant Fund Segment's (as the case may be) assets; and

- (v) to the extent that that Relevant Fund is a Unit Trust, the Fund Party has the right to be indemnified out of the assets of that Relevant Fund in respect of any obligation undertaken or to be undertaken by the Fund Party under this Agreement (incorporating the Clearing Conditions) or relevant Transactions under the Elementary Clearing Model Provisions for the account of that Relevant Fund.

5.2 For each Relevant Fund Segment (if any), the Fund Party acting for the account of that Relevant Fund Segment further represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that:

- (i) it has informed the investors of the fund to which that Relevant Fund Segment belongs of the contractual segregation between Fund Segments in connection with the Clearing and of any potential adverse economic effects which the conclusion of this Agreement may have for that Relevant Fund Segment in comparison to a uniform conclusion of the Agreement with the fund, respectively, and that the investors of the fund to which that Relevant Fund Segment belongs are willing to bear the potential economic risks and adverse effects which are related to a contractual segregation of that Relevant Fund Segment; and
- (ii) to the extent applicable, the relevant funds prospectus contains the respective disclosure of the contractual segregation of Fund Segments and of any potential economic risk of such contractual segregation between Fund Segments as set forth under paragraph (i) above.

6 Amendments, Term and Termination

6.1 In deviation from Part 1 Number 8.1 of this Agreement, an amendment of the Annex to this Part 4 in case of an accession of a new Relevant Fund or new Relevant Fund Segment, a renaming (*Umbenennung*) of a Relevant Fund or Relevant Fund Segment, a termination of a Relevant Fund or Relevant Fund Segment or a merger of Relevant Funds or Relevant Fund Segments may also be effected by the exchange of an amended Annex to this Part 4 countersigned by the Parties.

6.2 Such amendment to the Annex of this Part 4 in case of an accession of a new Relevant Fund or new Relevant Fund Segment, a merger by new establishment (*Verschmelzung durch Neugründung*) of a Relevant Fund or Relevant Fund Segment shall constitute a new Clearing Agreement pursuant to Appendix 8 of the Clearing Conditions with the new or, in connection with the merger, newly established Relevant Fund or Relevant Fund Segment acting through the Fund Party.

6.3 In deviation from Part 1 Number 5 of this Agreement the termination of this Agreement entered into by the Fund Party acting for the account of a Relevant Fund or Relevant Fund

Segment pursuant to Chapter I Part 1 Number 13.2.1 in connection with Number 13.1.1 of the Clearing Conditions may also be effected by the Fund Party submitting to Eurex Clearing AG and the Clearing Member an amended Annex to this Part 4 in which that Relevant Fund or Relevant Fund Segment has been deleted.

6.4 Each reference in this Agreement to the Annex of this Part 4 shall be a reference to the Annex to Part 4 of this Agreement in its then current version.

Annex to Part 4

<u>Legal Name of the Relevant Fund</u>				
<u>Name of the asset pool (fund)</u>				
<u>Legal Entity Identifier (LEI/preLEI)</u>				
<u>Jurisdiction (ISO code)</u>				

(Place)

(Date)

(as Clearing-Member)

Name:

Name:

Function:

Function:

(Fund Party acting for the account of the Relevant Funds [and/or Relevant Fund Segments] listed in the Annex to Part 4 of this Agreement)

Name:

Name:

Function:

Function:

Eurex Clearing Aktiengesellschaft

(Eurex Clearing AG)

Name:

Name:

Function:

Function:

Reference	Description
<u>Legal Name of the Relevant Fund</u>	<u>Legal name of the Relevant Fund or Relevant Fund Segment.</u> <u>In case of a Sub-Fund, the Incorporated Fund, Contractual Fund or Unit Trust fund to which the Sub-Fund relates to shall also be indicated.</u> <u>For purposes of a clear attribution in case of a Relevant Fund Segment the legal name of the Incorporated Fund, Contractual Fund or Sub-Fund to which the Relevant Fund Segment belongs shall always be indicated as well (format: <name of the Fund>-<name of the Relevant Fund Segment>).</u>
<u>Name of the asset pool (fund)</u>	<u>Account name of the account of the Relevant Fund/Relevant Fund Segment (book_name).</u>
<u>Legal Entity Identifier (LEI/preLEI)</u>	<u>Legal Entity Identifier / Preliminary Legal Identifier allocated by authorized entities based on ISO Standard 17442 of the Relevant Fund, if applicable.</u>
<u>Jurisdiction (ISO code)</u>	<u>ISO country code of the Relevant Fund.</u>

[...]
