

clear to trade



eurex clearing circular 024/10

Date: Frankfurt, April 29, 2010
Recipients: All Clearing Members of Eurex Clearing AG, all Trading Members of Eurex Deutschland and Eurex Zürich and Vendors
Authorized by: Thomas Book

 Action required

 High priority

Introduction of a Penalty for late Deliveries on Record Date

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Content may be most important for:

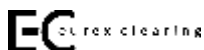
 All departments

Attachment:

Updated sections of the Clearing Conditions for Eurex Clearing AG

Summary:

Effective **May 14, 2010**, Eurex Clearing will introduce a penalty for late deliveries on DAX[®] stocks on dividend record dates.



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Aktiengesellschaft mit
Sitz in Frankfurt/Main
HRB Nr. 44828
Amtsgericht
Frankfurt/Main

Introduction of a Penalty for late Deliveries on Record Date

Eurex Clearing will introduce as of May 14, 2010 a penalty for late deliveries on DAX[®] stocks on dividend record dates.

In the past, a significantly reduced delivery discipline could be observed on dividend record dates, particularly in DAX[®] stocks.

In order to minimize negative impact on the market, Eurex Clearing will introduce a penalty for all deliveries in DAX[®] stocks, which are not delivered on the correct value date on dividend record date. A corresponding penalty will also be introduced for deliveries not delivered on the correct value date in connection with corporate actions with a cash value that can be determined immediately (e.g. takeover offers).

Subject of the penalty are all late deliveries in DAX[®] shares by a Clearing Member vis-à-vis Eurex Clearing AG. If Eurex Clearing AG has a delivery obligation in this share vis-à-vis the Clearing Member, the obligations will be accumulated so that only the net obligation of the Clearing Member will be subject of the penalty. Similar to the existing buy-in process procedure, Eurex Clearing will determine the transactions affected by the penalty and notify the Clearing Member thereof.

The amount of the penalty results from the difference of the gross and net dividend or from the respective cash value of another corporate action that is charged singularly, respectively. The penalty will be levied from the Clearing Member's account as of a countervalue of EUR 5,000.

In case of an increasing number of late deliveries on dividend record dates, Eurex Clearing reserves the right to extend the penalty to other instruments as well.

Please find attached the updated sections of the Clearing Conditions for Eurex Clearing AG.

Frankfurt, April 29, 2010

CHANGES ARE MARKED AS FOLLOWS:

AMENDMENTS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

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

[...]

3.6 Clearing of Options Contracts and Low Exercise Price Options on Shares

[...]

3.6.5 Dividends and Distribution of Profits

- (1) If a stock option or LEPO is exercised before the day on which the profits are distributed, the new owner of the underlying security shall be entitled to the distribution.
- (2) If Options contracts or LEPOs on securities of German stock corporations are exercised before the day preceding the ex-day, the new owner of the underlying security shall be entitled to the distribution, including any corresponding tax credits.

3.6.6 Default

- (1) Defaults or technical defaults shall be subject to the provisions of Chapter I Number 7.1 or Number 7.2 respectively.
- (2) In the event that a Clearing Member which is obligated to deliver is in default and fails to deliver the underlying security on the delivery day and pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG shall take the following measures in application of the provisions pursuant to Chapter V Number 2.2. For default with delivery of shares from transactions with options contracts of group ID GB11, Number 3.6.8 shall apply.
- (3) Measures set forth in Paragraph 2 are binding on the Clearing Member which did not receive delivery in a timely manner.

- (4) Any costs arising from the measures taken in accordance with Paragraph 2 must be paid by the defaulting Clearing Member.
- (5) The right of Eurex Clearing AG and the Clearing Member which did not receive delivery in a timely manner to claim further damages shall remain unaffected.

[...]

3.6.8 Corporate Actions

In case of corporate actions which form the basis of underlyings whose delivery has not yet been effected, the regulations pursuant to Chapter V Number 2.3 apply mutatis mutandis.

[...]

Chapter V Transactions Concluded at the Frankfurter Wertpapierbörse ¹

[...]

Part 2 Clearing of transactions concluded at the Frankfurter Wertpapierbörse (FWB)

[...]

2.2 Default

- (1) If the Clearing Member obligated to deliver is in default and does not deliver the shares² owed as a result of a FWB transaction pursuant to Chapter V Number 1 owed on the delivery day in line with

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

the instructions of Eurex Clearing AG, the latter AG shall have the right, unless there is an identical claim of the Clearing Member vis-à-vis Eurex Clearing AG which can be charged up against the liability of such Clearing Member, to adopt the following measures:

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

If the securities to be delivered are not delivered to Eurex Clearing AG on the 27th business day at the latest after the delivery date as part of the second Same Day Settlement (SDS) conducted by a bank for central depository of securities recognised by Eurex Clearing AG or by the corresponding procedure of a settlement institution or by the Custodian or Central Securities Depository recognised by Eurex Clearing AG, Eurex Clearing AG shall again attempt to replace the undelivered securities according to Paragraph 3 or via an auction pursuant to Item c. If the requisite securities cannot be purchased in full, or are purchasable only in part at such further auction, the defaulting Clearing Member shall be granted time up to the 30th business day after the delivery date to deliver the securities to Eurex Clearing AG.

(continued...)

² For subscription rights securitized and held in collective safe custody, the procedure pursuant Paragraph 2 applies.

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

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

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

- d) As regards securities owed as a result from an unperformed FWB transaction, Eurex Clearing AG can determine a cash settlement from the 30th to the 36th business day after the delivery date, so that the performance obligations of the defaulting Clearing Member vis-à-vis Eurex Clearing AG arising from this unperformed FWB transaction with discharging effect expire. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

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

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

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

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

- e) If the execution of a cash settlement should not be possible wholly or partially Eurex Clearing AG shall replace on the 37th business day after the delivery day the securities which have not been delivered. The replacement may be implemented according to a) or by means of an auction according to c).
- f) If the requisite securities cannot be bought in such auction, or only in part, Eurex Clearing AG shall fix a cash settlement from the 40th to the 46th business day after the delivery day with regard to the unperformed FWB transaction so that the performance obligations of the defaulting Clearing Member vis-à-vis Eurex Clearing AG arising from this unperformed FWB transaction expire with discharging effect. Instead, the Clearing Member in default shall be obliged to pay cash settlement to Eurex Clearing AG.

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

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

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

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

- g) As far as delivery of the securities continues to be wholly or partially outstanding the buy-in attempt according to Paragraph 1 Item e shall be repeated by Eurex Clearing AG at a frequency of 10 days; during the first 6 business days of a buy-in attempt Eurex Clearing AG shall repeat the cash settlement according to Paragraph 1 Item f as often as is necessary until the unperformed FWB transaction has wholly been performed or until such transaction could have been paid out through a cash settlement.
- h) It is required that prior to the implementation of a cash settlement according to Item d, f, and g three buy-in attempts via an auction according to c) in each case and in the respective class of securities have been performed by Eurex Clearing AG. In the event that the liability of the Clearing Member obligated to deliver could be settled against an identical claim of such Clearing Member vis-à-vis Eurex Clearing AG pursuant to Paragraph 1 Clause 1 and if, as a result, Eurex Clearing AG refrained from replacing pursuant to Paragraph 3 or via an auction pursuant to Item c, this fact is regarded as one of three replacement attempts pursuant to Clause 1.
- i) In the case of a capital action event concerning the securities, Eurex Clearing AG reserves the right to defer the auction by one or more business days or, upon good cause shown, to determine another business day for execution of the auction.
- j) In the event that only a limited period of time exists for securities being included in the clearing pursuant to Chapter V Number 1 Paragraph 1 or resulting from securities included in the clearing in the course of an implemented corporate action, in which the claims connected with or resulting from those securities can be asserted and if such securities have not been delivered to Eurex Clearing AG before end of this period of time, Eurex Clearing AG discloses to the Clearing Member it has not delivered in time its claim to delivery of such securities in respective execution of the provisions pursuant to Paragraph 2.

(2) If the Clearing Member obligated to deliver is in default and if it does not deliver the rights owed from a FWB transaction pursuant to Chapter V Number 1 (e.g. subscription rights) or the rights resulting from securities to be delivered in due time on the delivery day pursuant to the instructions of Eurex Clearing AG, Eurex Clearing AG will take the following measures after the second same-day settlement procedure (2nd SDS) of the Securities Depository Bank recognised by Eurex Clearing AG or of the correspondent settlement course of a settlement institution recognised by Eurex Clearing AG, Custodian or Central Securities Depository of the last day of the conversion period in case of partial rights and after the 2nd SDS or the correspondent settlement course of a recognised settlement institution, Custodian or Central Securities Depository of the last day of the subscription period in case of subscription rights:

- a) Eurex Clearing AG discloses its claim for transfer of the Rights which have not been delivered in due time by the defaulting Clearing Member to the Clearing Member who has not been delivered in due time by Eurex Clearing AG due to such default in order to conclude an assumption (assumption pursuant to Section 414 Bürgerliches Gesetzbuch) with the defaulting Clearing Member pursuant to Item b to the extent as the Number of Rights to be delivered by the defaulting Clearing Member to Eurex Clearing AG is correspondent to the Ancillary Rights to be transferred by Eurex Clearing AG to the Clearing Member which has not been delivered in due time.
- b) An effective assumption in favour of Eurex Clearing AG pursuant to lit a is only existent if both relevant Clearing Members agree about a certain number of Rights which shall be delivered by the defaulting Clearing Member to the Clearing Member to be delivered instead of Eurex Clearing AG and if they have signed legally binding a respective standardized agreement (hereinafter named "Standard Agreement") made available by Eurex Clearing AG and have be submitted such Standard Agreement to Eurex Clearing AG ("Assumption").

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

For the execution of such Standard Agreement, Eurex Clearing AG hereby authorises the Clearing Member to be delivered to be executed vis-à-vis the defaulting Clearing Member to waiver a delivery of the Rights in the amount of the number of Rights to be delivered agreed upon by both Clearing Members as well as to waiver all Secondary Claims at this point in time in connection with this claim with discharging effect. Number 2.2 Paragraph 7 does not apply.

- c) Eurex Clearing AG sets a time limit of 10 business days at maximum to both Clearing Members within which the Standard Agreement can be signed legally binding by such Clearing Members. In this case, both Clearing Members shall inform Eurex Clearing AG on the business day following the last day of the time limit set by Eurex Clearing AG at 10 a.m. CET at the latest (foreclosure) by submitting the Standard Agreement signed legally binding at Eurex Clearing AG.
- d) Provided that no legally binding signature of the Standard Agreement between the respective Clearing Members has been effected within the foreclosure pursuant to Item c Clause 2, Eurex Clearing AG determines a cash settlement regarding the Rights to be delivered by the

defaulting Clearing Member pursuant to Item e with the legal result that the fulfilment obligation of the defaulting Clearing Member vis-à-vis Eurex Clearing AG out of this unperformed FWB transaction ceases to exist. Instead, the defaulting Clearing Member is obligated to pay the cash compensation determined by Eurex Clearing AG to Eurex Clearing AG.

The same applies in this case for rights of the same nature owed by Eurex Clearing AG vis-à-vis one or more other Clearing Members to the amount corresponding to the Number of the rights owed by the defaulting Clearing Members to Eurex Clearing AG from the unperformed FWB transaction, such rights not having been delivered in due time. Chapter V Number 2.2 Paragraph 7 does not apply.

- e) The amount of the cash compensation to be paid by the defaulting Clearing Member to Eurex Clearing AG pursuant to lit d shall be determined by comparison between the calculational value of the right at the point in time of the cash settlement plus an additional charge in the amount of 100 % and the highest price of sale and the highest purchase price in the relevant FWB transactions respectively deliveries.

The price calculated in this way is multiplied with the respective lot size of the Rights which have not been delivered in due time to Eurex Clearing AG; the resulting sum adds up to the amount to be paid by the defaulting Clearing Member in the course of the cash compensation. The resulting sum shall be netted against the respective final amounts of the concerned FWB transactions and results in the amount to be paid by the defaulting Clearing Member to Eurex Clearing AG in the course of the cash settlement.

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

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

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

- (5) Eurex Clearing AG may deviate from the deadlines defined in Paragraph 1 and 2 if adherence to those deadlines could not or only with disproportional expenses or costs be achieved or if other deadlines or obligations arising from the securities or rights require such deviation.

- (6) The defaulting Clearing Member shall bear the costs arising from measures within the meaning of Paragraph 1, 2 and 3. Eurex Clearing AG shall for each auction in one security category held pursuant to Paragraph 1 levy upon each defaulting Clearing Member a fee of 10 % of the value of the securities owed pursuant to Paragraph 1 Clause 1, but in any case not less than EUR 250.00 or USD 350.00 or CHF 375.00 respectively AUD 500.00 respectively CAD 400.00 respectively GBP 225.00 respectively JPY 30,000.00 respectively SEK 2,750.00 and at maximum EUR 5,000.00 respectively USD 7,000.00 respectively CHF 7,500.00 respectively AUD 10,000.00 respectively CAD 8,000.00 respectively GBP 4,500.00 respectively JPY 600,000.00 respectively SEK 55,000.00. For the conversion of the fees into the settlement currency, Number 12 Paragraph 4 of the Price List shall apply accordingly. The assertion of damages according to Chapter I Number 7.1 Paragraph 4 Clause 1 is not excluded by the provisions of this Paragraph.
- (7) If a Clearing Member has not agreed upon Gross Delivery Management Service with Eurex Clearing AG, and if such Clearing Member comes in default with the delivery of securities, Eurex Clearing AG shall levy an additional default fee besides the obligations named in this provision. Such fee shall amount to 0.01 % of the original countervalue of the securities to be delivered for each day of default (default day). A default day is each business day following the due date of delivery, unless the securities are delivered at the latest on such business day within the second same-day settlement booking run of Clearstream Banking Frankfurt AG.

This regulation shall exclusively apply to claims from transactions which have been concluded via the electronic trading system at FWB or off-exchange via this electronic trading system.

- ~~(8) Furthermore, Chapter I Number 7.1 respectively 7.2 shall apply for default or technical default.~~
- (8) If in the course of a corporate action shareholders are offered the replacement of shares against cash payment and if the Clearing Member obligated to deliver is in default on the last day of the term for acceptance („value date“), i.e. should the Clearing Member not deliver to Eurex Clearing AG the shares owed from the FWB transaction pursuant to Chapter V, Number 1 on the value date according to Eurex Clearing AG's instructions, the Clearing Member in default for not having delivered the shares in time shall be obligated to pay a contractual penalty to Eurex Clearing AG notwithstanding of Eurex Clearing AG having suffered a loss. Eurex Clearing AG reserves the right to charge a contractual penalty also if it did not explicitly declare such reserve in case of late delivery of the owed shares. The contractual penalty charged by Eurex Clearing AG to the Clearing Member in default shall be calculated as follows:
- a) Irrespective of the delivery of the share having been effected by the Clearing Member in default or the replacement purchase by Eurex Clearing AG pursuant to Chapter V, number 2.2, Paragraph 1, the amount of the contractual penalty shall be calculated on the basis of the cash compensation offered for one share according to the conversion offer less the price fixed for the respective share in the closing auction in the electronic trading system of Frankfurter Wertpapierbörse („Xetra“) on the value date, multiplied by the amount of owed shares and by the acceptance ratio determined at the end of the acceptance period.
- If on the appropriate value date no price can be determined for the respective share in the closing auction of Xetra, the volume-weighted average of the last three prices determined for this share in Xetra on the value date shall apply.

The currency in which the delivery of the respective shares is to be settled, shall be assigned to the result of the calculation. As far as the determined value amounts to at least EUR 5,000, USD 6,500, GBP 4,000 or CHF 7,000, it shall determine the amount of the contractual penalty which the Clearing Member in default must pay to Eurex Clearing AG.

b) Should the terms of the conversion offer on which the calculation of the contractual penalty is based pursuant to Chapter V, number 2.2, Paragraph 8, lit. a, change after the value date 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 pursuant to Chapter V, number 2.2, Paragraph 8 lit a. As to the re-calculation and the preconditions for justification of a contractual penalty, Chapter V, Number 2.2 Paragraph 8 lit.a shall be applied mutatis mutandis.

(9) Should dividend or bonus payments pursuant to Chapter V, Number 2.3, Paragraph 2 lit. a occur for shares to which as yet unperformed FWB transactions refer or should additional rights pursuant to Chapter V, Number 2.3, Paragraph 2, lit. b be granted and the Clearing Member obligated to deliver be in default, i.e. should the Clearing Member not deliver the shares owed from an FWB transaction pursuant to Chapter V, Number 1 on due date to Eurex Clearing AG according to its instructions, the Clearing Member in default for not having delivered the shares in time shall be obligated to pay a contractual penalty to Eurex Clearing AG notwithstanding of Eurex Clearing AG having suffered a loss. Eurex Clearing AG reserves the right to charge a contractual penalty also if it did not explicitly declare such reserve in case of late delivery of the owed shares.

Irrespective of the delivery of the share having been effected by the Clearing Member in default or the replacement purchase by Eurex Clearing AG pursuant to Chapter V, Number 2.2, Paragraph 1, the amount of the contractual penalty charged by Eurex Clearing AG shall be calculated as follows:

The amount of the contractual penalty shall correspond to the difference between the gross dividend (dividend before deduction of capital gains tax and solidarity surcharge pursuant to the German Solidarity Surcharge Act) and the net dividend (dividend paid net to the shareholder; dividend less capital gains tax and solidarity surcharge pursuant to the German Solidarity Surcharge Act), multiplied by the amount of owed shares, if the calculation results in a value of at least EUR 5,000, USD 6,500, GBP 4,000 or CHF 7,000. Insofar, the currency in which the respective delivery of the respective shares is to be settled, shall be assigned to the result of this calculation.

(10) In addition to the contractual penalty regulations pursuant to Chapter V, Number 2.2, Paragraph 8 and Chapter V, Number 2.2, Paragraph 9 the following shall apply:

a) With regard to the delivery of certain shares, Eurex Clearing AG may determine that in case of default in delivery of such shares within a period of time specified by Eurex Clearing AG, Eurex Clearing AG can abstain from charging contractual penalties pursuant to Chapter V, Number 2.2, Paragraph 8 and/or Chapter V, Number 2.2, Paragraph 9. Eurex Clearing AG will notify this to its Clearing Members by circular. As far as Eurex Clearing AG determines such waiver to charge contractual penalties, the respective Clearing Member vis-à-vis whom Eurex Clearing AG is in default in delivering equivalent shares, shall also abstain from charging contractual penalties pursuant to Chapter V, Number 2.2, Paragraph 8 and/or Chapter V, Number 2.2, Paragraph 9.

b) Irrespective to the contractual penalties regulations in Chapter V, Number 2.2, Paragraph 8 and Chapter V, Number 2.2, Paragraph 9, any further damage suffered by Eurex Clearing AG or by the Clearing Member to whom delivery was not performed in time, may be claimed.

[...]

2.3 Corporate Actions

- (1) Where corporate actions pursuant to Paragraph 2 are carried out in respect of securities which relate to unperformed FWB transactions, Eurex Clearing AG shall process these actions as follows on an individual basis when clearing such transactions with its Clearing Members: The value date of the requisite debits and credits on accounts of Clearing Members involved will be ascertained on the basis of the due days determined and announced by Clearstream Banking AG, Frankfurt/Main. In the absence of further agreements or rulings in particular in Paragraph 2, securities shall be transferred with the rights and duties which existed at the conclusion of the transaction.
- (2) Type of corporate action:
 - a) Dividend and bonus payments

If dividends, bonus payments or other cash distributions occur, Eurex Clearing AG shall collect them from the shares seller when they fall due and transfer them to the purchaser of the shares. These payments are posted to the RTGS Accounts or the euroSIC Accounts or the respective foreign currency accounts. All payments shall be rendered with due observance of the applicable tax legislation.
 - b) Granting of additional rights

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

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

d) Other corporate actions

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

(3) Reversal of FWB transactions

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

(4) Corrections to corporate actions

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

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

(5) Change of method of holding in custody

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

Eurex Clearing AG is also entitled, in case of delivery obligations with shares, fractional rights and ancillary rights which are not fully feasible, to clear such delivery obligations at Clearstream Banking AG on the first business day after the business day on which the delivery obligation came into existence after respective order by Eurex Clearing AG. ChapterV Number 2.2 Paragraph 1 and Paragraph 2 do not apply.

[...]

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