

## **EUREX CLEARING AG**

### **ESG PORTFOLIO ASSESSMENT**

#### **Terms relating to the ESG Reports (“ESG Reports Terms”)**

## **1 Scope**

- 1.1 These are the ESG Reports Terms pursuant to (i) Chapter I Part 1 Number 18.2 of the Clearing Conditions of Eurex Clearing AG and (ii) Chapter I Number 17.2 of the FCM Regulations of Eurex Clearing AG. The ESG Reports Terms form an integral part of the (i) Clearing Conditions of Eurex Clearing AG and (ii) FCM Clearing Conditions, including the FCM Regulations of Eurex Clearing AG and are – for the avoidance of doubt – also incorporated in (i) Number 17.2 of Chapter I Part 1 of the Clearing Conditions of Eurex Clearing AG and (ii) Chapter I Number 16.2 of the FCM Regulations of Eurex Clearing AG.
- 1.2 Terms used and not otherwise defined in the ESG Reports Terms shall have the same meaning as in the Clearing Conditions of Eurex Clearing AG and the FCM Regulations of Eurex Clearing AG.

## **2 Service provided by Eurex Clearing AG**

- 2.1 Eurex Clearing AG will provide climate metrics and ratings for the Clearing Member’s, ISA Direct Clearing Member’s and FCM Clearing Member’s (together “Clearing Member”)
- non-cash collateral actually delivered as (i) Margin, excluding Buffer Margin, and (ii) Contributions to the Default Fund and as reported by Eurex Clearing AG in the respective reports (“Collateral Reports”) on a portfolio level by displaying the aggregated portfolio metrics in the daily collateral climate metrics report (“Daily Collateral Climate Metrics Report”); and
  - FWB Transactions and Repo Transactions and as reported by Eurex Clearing AG in the respective transaction reports (“Transaction Reports”) on a portfolio level, but excluding any Transactions in ETF, by displaying the aggregated portfolio metrics in the daily position sustainability metrics report (“Daily Position Sustainability Metrics Report”; Daily Collateral Climate Metrics Report and Daily Position Sustainability Metrics Report together “ESG Reports”).
- 2.2 For the ESG Reports, Eurex Clearing AG will aggregate ESG-related data received from Institutional Shareholder Services Germany AG (“ISS”) (“ISS ESG Data”) which refers to (i) the non-cash collateral contained in the Collateral Reports and (ii) the transactions

contained the Transaction Reports by applying the ESG methodology of ISS (“ISS ESG Methodology”).

2.3 Eurex Clearing AG does not provide the ESG Reports for any specific purpose. Therefore, Eurex Clearing AG is not liable for, and does not guarantee or warrant the completeness, correctness, clarity, accuracy, reliability, timeliness, availability or fitness of the ESG Reports for any specific purpose. Further, Eurex Clearing AG does not - and shall be under no obligation to - assess if the ESG Reports are fit for any specific purpose communicated by the Clearing Member.

2.4 Eurex Clearing AG will provide the ESG Reports as described under 2.1 to the Clearing Member only under the following conditions:

(a) ISS has provided Eurex Clearing AG with the current ISS ESG Methodology. Eurex Clearing AG will reflect any amendments to the ISS ESG Methodology in the ESG Reports as soon as feasible and subject to a respective prior written information by ISS. Notwithstanding any prior written information by ISS, Eurex Clearing AG cannot guarantee that amendments to the ISS ESG Methodology are reflected in time in the ESG Reports; and

(b) Eurex Clearing AG receives the daily delivery of data files from ISS containing the ISS ESG Data which are relevant for the ESG Reports. Eurex Clearing AG will only reflect the respective ISS ESG Data in the ESG Reports that have been delivered by ISS (i) within reasonable time in advance to Eurex Clearing AG providing the ESG Reports and (ii) in the format as agreed between ISS and Eurex Clearing AG.

If ISS has informed Eurex Clearing AG in writing about any amendment to the format in which the ISS ESG Data are provided by ISS, Eurex Clearing AG will make the necessary technical and/or procedural changes as soon as feasible. Notwithstanding any prior written information by ISS, Eurex Clearing AG cannot guarantee that ISS ESG Data are reflected in time in the daily ESG Reports if provided in an amended format.

### **3 Fees**

Eurex Clearing AG shall provide the services described under number 2 free of charge.

### **4 Termination**

Eurex Clearing AG may terminate the performance of this service at any time upon prior notice. For the termination period, (i) the Regular Notification Period according to Chapter I Part 1 Number 17.2.2 of the Clearing Conditions of Eurex Clearing AG and, (ii) in case of the FCM Regulations, Chapter I Number 16.2.2 of the FCM Regulation of Eurex Clearing AG apply. Any prior notice shall be given by Eurex Clearing AG in accordance with (i) Chapter I Part 1 Number 16.1 or 16.2 of the Clearing Conditions of

Eurex Clearing AG and, (ii) in case of the FCM Regulations, in accordance with Chapter I Number 15.1 and 15.2 of the FCM Regulations of Eurex Clearing AG.

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