



Release date: 07 Apr 2020 | Eurex Clearing

No. 031/2020

Introduction of Advanced Risk Netting Units and other amendments to the Clearing Conditions and FCM Regulations of Eurex Clearing AG

Eurex Clearing Circular 031/20

1. Introduction

This circular contains information with respect to the service offering of Eurex Clearing AG (Eurex Clearing) and amendments to the Clearing Conditions of Eurex Clearing AG (Clearing Conditions) and the FCM Regulations of Eurex Clearing AG (FCM Regulations) regarding the following topics:

- A. Introduction of Advanced Risk Netting Units for OTC Derivatives customer transactions
- B. Clarification of personal prerequisites of a Clearing Member License or Basic Clearing Member License based outside the EU or Switzerland
- C. Rounding conventions for floating rates
- D. OTC Interest Rate Derivative Transactions and OTC XCCY Transactions: No interest payment if the scheduled payment date is no TARGET Settlement Day
- E. Correction of the maximum remaining term for OIS €STR Swaps
- F. Simplification and correction of the provisions on the transfer of Eurex Transactions

The amendments under the items A to F will come into effect as of **4 May 2020**.

2. Required action

Clearing Members, Basic Clearing Members, Disclosed Direct Clients, FCM Clearing Members, vendors and other affected contractual parties should take the amendments to the Clearing Conditions and FCM Clearing Conditions into consideration.

3. Details

A. Introduction of Advanced Risk Netting Units for OTC Derivatives customer transactions

With the introduction of Advanced Risk Netting Units (ARNUs), Eurex Clearing extends its support for the calculation of the Initial Margin requirement across several transaction accounts. The ARNU functionality enables customers to benefit from portfolio netting effects for Initial Margin calculation, even if transactions are booked to separate transaction accounts for the sake of proper position keeping and accounting. ARNUs do neither change the risk model nor the margin model – the calculation is always portfolio based.

The usage of ARNU will be optional and Clearing Members can request the ARNU setup for their clients by contacting the Onboarding Team via the e-mail: onboarding@deutsche-boerse.com.

ARNU will be available under all EMIR clearing models for transaction accounts of Disclosed Direct Clients and Indirect Clients. To comply with EMIR and due to technical limitations, the following restrictions apply:

- No ARNU is possible across transaction accounts for proprietary transactions of the Disclosed Direct Client and transaction accounts for transactions relating to a client of the respective Disclosed Direct Client.
- If an ARNU includes one or more GOSA Indirect Client Accounts, the ARNU is only possible across transaction accounts that relate to the same Indirect Client.
- An ARNU is only possible with respect to transaction accounts that are allocated to the same Standard Agreement (i.e. netting set - hence, in case of GOSA or ISA segregated Disclosed Direct Clients, only transaction accounts relating to this Disclosed Direct Client may be included) and to the same collateral pool.

- Following the creation of an ARNU, the Initial Margin requirement will be reported at ARNU level for the accounts assigned to an ARNU.
- The name of an ARNU has always to start with 'ARNU', e.g. 'ARNUBIGCLIENT1', 'ARNU2392199', etc. The name may only consist of alphanumeric uppercase characters; special characters will be not allowed. The maximum number of characters for the name of an ARNU will be 32 (including the first 4 characters specified as 'ARNU').
- The ARNU functionality is only available for transaction accounts that do not use PRISMA for margining, thus enabling ARNU and cross-margining between ETD transactions and OTC transactions is not possible for the same transaction account.

Please note that ARNUs have no impact on the Variation Margin requirement, i.e. the calculation and reporting of the Variation Margin will still take place on transaction level respective transaction account level.

Together with this implementation of ARNUs, the current PP Risk Netting Unit setup that allows a netting between (certain) own accounts of a Clearing Member, Disclosed Direct Client or Indirect Client Market Participant will also be explicitly regulated. No change of the current setup is intended in this respect.

To reflect the changes and amendments, the following provisions of the Clearing Conditions and FCM Regulations will be amended as outlined in Attachments 1, 2, 3 and 4:

- Chapter I Part 1 Number 1.6.2, 3, 3.1, 2.1.3 (2), 3.2.5 (a), 6.1.1 (1) of the Clearing Conditions
- Chapter I Part 2 Number 4.1.1 and 4.1.2 of the Clearing Conditions
- Chapter I Part 4 Number 6.1.1 and 6.1.2 of the Clearing Conditions
- Chapter I Part 6 Number 7.2.1 and 7.2.2 of the Clearing Conditions
- Chapter II Part 1 Number 1.2 (6) and 1.3.1 (2) of the Clearing Conditions
- Chapter II Part 2 Number 2.1.3 of the Clearing Conditions
- Chapter VIII Part 2 Number 2.1.7 (2) of the Clearing Conditions
- Chapter VIII Part 3 Number 3.1.7 (1) of the Clearing Conditions
- Chapter VIII Part 4 Number 4.1.7 (1) of the Clearing Conditions
- Chapter I Part 1 Number 1.6.2 of the FCM Regulations
- Chapter I Part 3 Number 3.1.1 (1) and 3.1.2 (5) of the FCM Regulations

B. Clarification of general prerequisites for a Clearing Member License or Basic Clearing Member License based outside the EU or Switzerland

The amendments serve the purpose of clarifying the general prerequisites for granting a Clearing Member License or Basic Clearing Member License to entities domiciled outside the EU or Switzerland. No change of the prerequisites is intended when compared to the application of the current prerequisites.

The following provisions of the Clearing Conditions will be amended as outlined in Attachment 1:

- Chapter I Part 1 Number 2.1.2 (2) of the Clearing Conditions
- Chapter I Part 6 Number 2.1.2 (1) and (3) of the Clearing Conditions

C. Rounding conventions for floating rates

To secure the netting possibility between OTC Interest Rate Derivative Transactions that are ISDA-based and OTC Interest Rate Derivative Transactions that are DRV-based, it is clarified that any rounding that occurs with respect to a floating rate shall be based on uniform rounding conventions that are based on the 2006 ISDA Definitions. This clarification will not change the rounding logic as currently applied by the systems of Eurex Clearing AG, as both section 8.1 (a) of the 2006 ISDA Definitions and the Deutsche Rahmenvertrag (DRV) normally require a rounding to the nearest 1/100.000 of a percentage point.

To reflect the changes and amendments, the following provisions of the Clearing Conditions and FCM Regulations will be amended as outlined in Attachments 3 and 5:

- Chapter VIII Part 2 Number 2.2.7 and 2.4 of the Clearing Conditions
- Chapter II Part 2 Number 2.2.7 and 2.4 of the FCM Regulations

D. OTC Interest Rate Derivative Transactions and OTC XCCY Transactions: No interest payment if the scheduled payment date is no TARGET Settlement Day

For OTC Interest Rate Derivatives and OTC XCCY Transactions, if the scheduled payment date is no TARGET Settlement Day, no interest will be payable by the relevant payer for the delay between the scheduled payment date and the actual payment date. This clarification will not change the payment logic as currently applied by the systems of Eurex Clearing AG.

The following provisions of the Clearing Conditions and FCM Regulations will be amended as outlined in Attachments 3 and 5:

- Chapter VIII Part 2 Number 2.2.1 of the Clearing Conditions
- Chapter VIII Part 4 Number 4.2.1 of the Clearing Conditions
- Chapter II Part 2 Number 2.2.1 of the FCM Regulations

E. Correction of the maximum remaining term for OIS €STR Swaps

For overnight indexed swaps in EUR referencing to EUR-EuroSTR-COMPOUND, the maximum remaining term will be extended to 50 years plus 10 business days. Eurex Clearing already accepts OIS with this maximum remaining term, so the intention of this amendment is only to properly reflect current processes.

The following provisions of the Clearing Conditions and FCM Regulations will be amended as outlined in Attachments 3 and 5:

- Chapter VIII Part 2 Number 2.1.5.1 of the Clearing Conditions
- Chapter II Part 2 Number 2.1.5.1 of the FCM Regulations

F. Simplification and correction of the provisions on the transfer of Eurex transactions

The amendments introduced previously with Eurex Clearing Circular 091/18 and 102/18 regarding Eurex Transaction transfers will be merged and the respective provisions will be simplified in general.

The following provision of the Clearing Conditions will be amended as outlined in Attachment 2:

- Chapter II Part 1 Number 1.3.3 of the Clearing Conditions

As of the effective date, the full version of the amended Clearing Conditions and FCM Regulations will be available for download on the Eurex Clearing website www.eurexclearing.com under the following link:

[Resources > Rules and Regulations](#)

The changes and amendments to the legal framework of Eurex Clearing AG published by this circular are deemed accepted by each affected contractual party of Eurex Clearing AG, unless the respective contractual party objects by written notice to Eurex Clearing AG within the first ten (10) Business Days after publication. Any ordinary right of Eurex Clearing AG to terminate the respective contract (including a Clearing Agreement, if applicable) shall remain unaffected.

Unless the context requires otherwise, terms used and not otherwise defined in this circular shall have the meaning ascribed to them in the Clearing Conditions or FCM Clearing Conditions of Eurex Clearing AG, as applicable.

Attachments:

1. Amended sections of Chapter I of the Clearing Conditions
2. Amended sections of Chapter II of the Clearing Conditions
3. Amended sections of Chapter VIII of the Clearing Conditions
4. Amended sections of Chapter I of the FCM Regulations
5. Amended sections of Chapter II of the FCM Regulations

Further information

Recipients:	All Clearing Members, Basic Clearing Members, Disclosed Direct Clients, FCM Clearing Members, vendors and other affected contractual parties
Target groups:	Front Office/Trading, Middle + Backoffice
Contact:	client.services@eurexclearing.com
Web:	www.eurexclearing.com
Related Eurex Clearing circulars:	091/18 , 102/18
Authorised by:	Heike Eckert

Further information

[Attachment 1 to Eurex Clearing circular 031/20](#)

[Attachment 2 to Eurex Clearing circular 031/20](#)

[Attachment 3 to Eurex Clearing circular 031/20](#)

[Attachment 4 to Eurex Clearing circular 031/20](#)

[Attachment 5 to Eurex Clearing circular 031/20](#)

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Chapter I of the Clearing Conditions of Eurex Clearing AG

General Provisions

As of 04.05.2020

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 1 General Clearing Provisions

[...]

1.6 Additionally Monitored Risks and Risk Mitigating Measures

[...]

1.6.2 Assessment and Mitigation of Credit Risk

[...]

- (2) Credit Risk Thresholds can be defined as maximum Mmargin ~~R~~requirement or as maximum notional exposure arising from the Clearing Member's Transactions or the Basic Clearing Member's Basic Clearing Member Transactions, in each case under the relevant Standard Agreement.
- (3) In case the Clearing Member or the Basic Clearing Member breaches any Credit Risk Threshold, applicable at that point in time, Eurex Clearing AG is entitled to take the following mitigation measures:
- (a) Eurex Clearing AG will notify the Clearing Member or the Basic Clearing Member (as well as its Clearing Agent) about the breach of the relevant Credit Risk Threshold and will request the reduction of the relevant Mmargin ~~R~~requirement or notional exposure, as the case may be, within a reasonable period of time and in an amount which is necessary to remedy the relevant breach.

[...]

[...]

2 Clearing Members

2.1 Clearing License

[...]

2.1.2 General Prerequisites for Clearing Licenses

[...]

(2) Personal prerequisites

(a) Subject to Number 2.1.3 below, a Clearing License may only be granted to:

[...]

(dd) an EU branch of an institution: a branch of a credit institution or investment firm domiciled in a member state of the EU (“**host member state**”) provided that (i) the main office of such credit institution or investment firm is domiciled in another member state of the EU (“**home member state**”), (ii) a notification procedure has been completed in the host member state, and that (iii) the branch and the institution comply with the conditions set forth in Paragraph (2) (a) (aa) above and Paragraph (2) (b) below;

[...]

(gg) certain other regulated entities: with respect to a Direct Clearing License for the Clearing of Own Transactions only, an applicant that (i) is domiciled in the EU and is an insurance undertaking, reinsurance undertaking, collective investment undertaking (in the case of an Unincorporated Fund, Sub-Fund or Fund Segment, acting through an Authorised Manager) as defined in Article 4 Paragraph (1) of the CRR or an institution for occupational retirement provision as defined in Article 6(a) of Directive 2003/41/EC or (ii) is domiciled in a country outside of the EU or Switzerland and whose functions correspond to those described in lit. (i) ÷ ~~in each case domiciled in a member state of the EU or in Switzerland, or in a country outside of the EU and Switzerland and~~ which is supervised in its country of domicile according to standards equivalent to the applicable regulatory standards of the EU as determined by Eurex Clearing AG; or

[...]

[...]

2.1.3 Prerequisites for Governmental Entities and Supranational Organisations

[...]

(2) Applicants within the meaning of Paragraph (1) are required to fulfil the general prerequisites set out in Number 2.1.2 Paragraphs (3) to (6) and the special prerequisites for the relevant Transaction Type, unless they have been exempted in whole or in part from the fulfilment of these prerequisites by Eurex Clearing AG.

Applicants within the meaning of Paragraph (1) (a) to (d) may in particular be exempted from the requirement to:

[...]

(d) meet ~~M~~margin ~~R~~requirements pursuant to Number 3 for specific Transaction Types; and/or to

[...]

[...]

3 General Provisions regarding Margin and Variation Margin

~~The parties to a Standard Agreement~~ Clearing Member or the Basic Clearing Member, as applicable, ~~is~~ are required to provide cover in respect of Proprietary Margin, Omnibus Margin, Margin for purposes of the ISA Provisions or Basic Clearing Member Margin, as applicable, ~~relating to that Standard Agreement~~ as further set out in this Number 3 and the specific provisions of the Elementary Clearing Model Provisions, the ISA Provisions and the Basic Clearing Member Provisions, as applicable.

Furthermore, each of Eurex Clearing AG and the Clearing Member or the Basic Clearing Member, as applicable, shall, in order to compensate daily profits or losses, be required to transfer (additional) cover in respect of Variation Margin for purposes of the Elementary Clearing Model Provisions or the ISA Provisions or Basic Clearing Member Variation Margin, as applicable, subject to and in accordance with the specific provisions of the Elementary Clearing Model Provisions, the ISA Provisions or the Basic Clearing Member Provisions, as applicable, and the Special Clearing Conditions.

3.1 Margin Requirement and Types of Margin and calculation of the Margin Requirement

~~3.1.1 The applicable margin requirement, which shall be determined by Eurex Clearing AG, shall consist of the sum of all relevant margin requirements separately calculated by Eurex Clearing AG in accordance with the relevant applicable Margin Methodology subject to and in accordance with the Elementary Clearing Model Provisions, the ISA Provisions or the Basic Clearing Member Provisions, as applicable.~~

~~3.1.2 For the calculation of the relevant margin requirement, Eurex Clearing AG applies either the Risk Based Margining methodology or the Eurex Clearing Prisma methodology (each a "Margin Methodology") as specified by Eurex Clearing AG with respect to each Liquidation Group.~~

~~3.1.3 With regard to the Margin Methodologies, Eurex Clearing AG will publish the relevant applicable calculation method for all relevant types of margin in accordance with Number 16.1 on its homepage www.eurexclearing.com; each published Margin Methodology shall form part of these Clearing Conditions.~~

3.1.14 Types of Margin

As specified for each Transaction Type in the Special Clearing Provisions, Each the applicable margin requirement, ~~calculated~~ determined by Eurex Clearing AG shall equal

~~the sum of (A) one or more of the types of margin set forth in Paragraphs (1) – (5) below, in respect of a Transaction or a group of Transactions after a netting thereof, if applicable, the sum of the Current Liquidating Margin requirement and the Premium Margin requirement and the Additional Margin requirement and the Initial Margin requirement and any other margin type requirement, as specified in the Special Clearing Provisions, (each such type of margin, at the “Margin Type”) and (B), in the case of an intra-day Margin Call (as defined in Number 3.3.1), amounts as determined by Eurex Clearing AG to cover the risk of potential non-payments of the following: Variation Margin, STM Variation Margin (as defined in Chapter II Part 1), IRS STM Amounts (as defined in Chapter VIII Part 2), IRS PAA (as defined in Chapter VIII Part 2), Currency STM Amounts (as defined in Chapter VIII Part 3) or Currency PAA (as defined in Chapter VIII Part 3) that the Clearing Member or the Basic Clearing Member, as relevant, may owe in respect of each Standard Agreement during the end-of-day settlement cycle. The Current Liquidating Margin requirement and the Additional Margin requirement apply to all securities transactions (*Wertpapiergeschäfte*) pursuant to Chapters II – through-V.~~

~~(1) 3.1.5~~—The “**Current Liquidating Margin**” requirement equals the value of loss Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of a Transaction by entering into an inverse transaction (*Glattstellung*) being subject to such margin requirement taking into account cash and securities positions under those Transactions separately. Each cash position shall be determined by discounting it with the current market interest rate (calculation of cash value on the valuation date). Each securities position shall be valued after the end of trading of the respective Market on the basis of the Daily Settlement Price (as defined, in each case, in Chapters II – V) taking into account any accrued interest, if applicable.

~~(2) 3.1.6~~—The “**Premium Margin**” requirement equals the aggregate value of the potential loss Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of an option by entering into an inverse transaction (*Glattstellung*) with immediate premium payment obligations where Eurex Clearing AG is the buyer of the option.

~~(3) 3.1.7~~—The “**Additional Margin**” requirement equals the amount of any potential losses from a closing of the Transaction(s) by entering into (an) inverse transaction(s) (*Glattstellung*) taking into account assumed price changes due to extreme price movements in the market (worst case scenario) and shall be in addition to the amount calculated by the Current Liquidating Margin, the Premium Margin, or any other Margin Type.

~~(4) 3.1.8~~—The “**Initial Margin**” requirement equals the amount of any potential losses Eurex Clearing AG would suffer as of the time of the determination of the margin requirement from a closing of the Transaction(s) in a particular Liquidation Group by entering into (an) inverse transaction(s) (*Glattstellung*) within the respectively applicable holding period for the respective Liquidation Group, as published by Eurex Clearing AG on its website (www.eurexclearing.com), taking into account assumed price changes due to extreme price movements in the market, and shall be

in addition to the amount calculated by the Premium Margin or any other Margin Type.

- (5) In respect of OTC FX Transactions only, a requirement to provide Settlement Compensation Margin (as defined in Chapter VIII Number 3.1.7 (5)) applies.

3.1.2 Calculation of the Margin Requirement

(1) Standard settings

Subject to Paragraph (2) as well as subject to and in accordance with the Elementary Clearing Model Provisions, the ISA Provisions or the Basic Clearing Member Provisions, as applicable, Eurex Clearing AG will calculate each margin requirement in respect of Margin as follows:

- (a) on a net basis across all Clearing Member Own Accounts of each Clearing Member or on a net basis separately with respect to the Basic Clearing Member Own Account, as applicable; and
- (b) on a net basis separately with respect to each Client Transaction Account of such Clearing Member, except that the relevant margin requirement with respect to own transactions (as identified to Eurex Clearing AG) of a Disclosed Direct Client shall be calculated
 - (i) with respect to Eurex Transactions, on a net basis across all DC Own Accounts of such Disclosed Direct Client that are established pursuant to Chapter II Part 1 Number 1.3.1 (2) (c) of the Clearing Conditions; or
 - (ii) with respect to FWB Transactions, on a net basis across all DC Own Accounts of such Disclosed Direct Client; and
- (c) with respect to Eurex Transactions, on a net basis across all Transactions of the Clearing Member that reflect own transactions (as identified to Eurex Clearing AG) of a particular Indirect Client Market Participant of the Clearing Member that are booked to an account established pursuant to Chapter II Part 1 Number 1.3.1 (2) (d) of the Clearing Conditions.

(2) Optional settings in accordance with the instructions of the Clearing Member

- (a) In respect of OTC Interest Rate Derivatives Transactions, OTC FX Transactions and OTC XCCY Transactions pursuant to Chapter VIII, Eurex Clearing AG shall, if so instructed by the Clearing Member (which instruction shall be provided in the form requested by Eurex Clearing AG, and such instruction, a "Net Margin Instruction"), calculate each margin requirement on a net basis across several Client Transaction Accounts selected by the Clearing Member for such purpose subject to the restrictions set out in lit. (b) and any technical restrictions in the systems of Eurex Clearing AG (as disclosed by Eurex Clearing AG).

- (b) Eurex Clearing AG will not calculate any relevant margin requirement on a net basis
- (i) across a group of Transaction Accounts that includes both (A) Direct Client Accounts (as defined in the Elementary Clearing Provisions) or DC Own Accounts for the purposes of the ISA Provisions, as applicable, and (B) Indirect Client Accounts;
 - (ii) across a group of Transaction Accounts that includes GOSA Indirect Client Accounts relating to customer-related transactions with respect to more than one particular Indirect Client;
 - (iii) across Client Transaction Accounts that are not allocated to the same Client Transaction Accounts Group (as defined in the Elementary Clearing Provisions) or ISA Transaction Accounts Group (as defined in the ISA Provisions), as applicable; and
 - (iv) across Client Transaction Accounts that are not allocated to the same Internal Omnibus Margin Account (as defined in the Elementary Clearing Provisions) or the same Internal ISA Margin Account (as defined in the ISA Provisions), as applicable.
- (c) A Net Margin Instruction will become effective (provided that it complies with the restrictions set out in lit. (b)) at the point in time it is reflected in the systems of Eurex Clearing AG, but no earlier than on the day determined by the Clearing Member in the Net Margin Instruction. Eurex Clearing AG will inform the Clearing Member of the effective date of a Net Margin Instruction given by such Clearing Member.
- (d) A Net Margin Instruction that has become effective in accordance with lit. (c) may be revoked or amended by the Clearing Member by submitting a revised Net Margin Instruction in respect of the relevant Client Transaction Accounts; lit. (c) applies *mutatis mutandis* to any such revised Net Margin Instruction. Eurex Clearing AG may reject a revocation or amendment of a Net Margin Instruction, in particular, if such revocation or amendment would increase the applicable margin requirement and the aggregate value of Eligible Margin Assets actually delivered as Margin is less than such applicable margin requirement.

A Net Margin Instruction of a Clearing Member shall cease to have effect with respect to Transactions that are (following the occurrence of a Termination Event or Insolvency Termination Event with respect to such Clearing Member) subject to a porting of positions and assets to a Replacement Clearing Member pursuant to the Elementary Clearing Model Provisions or the ISA Provisions, as applicable. In respect of any relevant Client Transaction Account to which, following a porting, such Transactions are booked, the Replacement Clearing Member may give a Net Margin Instruction in accordance with this Paragraph (2).

(e) If, following an effective Net Margin Instruction, Eurex Clearing AG determines a margin requirement on a net basis across two or more Client Transaction Accounts pursuant to lit. (a), such determination shall not reflect any netting effects between OTC Interest Rate Derivatives Transactions, OTC FX Transactions and OTC XCCY Transactions pursuant to Chapter VIII booked to any such Client Transaction Account and Eurex Transactions that are booked to any such Client Transaction Account.

3.1.3 Margin Methodology

- (1) For the calculation of the relevant margin requirement, Eurex Clearing AG applies either the Risk Based Margining methodology or the Eurex Clearing Prisma methodology (each a “**Margin Methodology**”) as specified by Eurex Clearing AG with respect to each Liquidation Group.
- (2) With regard to the Margin Methodologies, Eurex Clearing AG will publish the relevant applicable calculation method for all relevant types of margin in accordance with Number 16.1 on its homepage www.eurexclearing.com; each published Margin Methodology shall form part of these Clearing Conditions.

3.2 Eligible Margin Assets and Valuation; Large Exposures

[...]

3.2.5 If

[...]

then Eurex Clearing AG shall be entitled to take the following measures to enable Eurex Clearing AG to comply with the relevant large exposure limit pursuant to Art 395 CRR or any other comparable regulatory requirement:

- (a) Eurex Clearing AG may, with respect to Clearing Members and Basic Clearing Members in respect of which an amount of Eligible Margin Assets in one or more of the Relevant Currencies in excess of the applicable ~~M~~margin R~~requirement~~, Default Margin Requirement or Default Basic Clearing Member Margin Requirement (as relevant) has been actually delivered to Eurex Clearing AG and has not been returned, repaid or applied (such excess in one or more of the Relevant Currencies, with respect to each such ~~M~~margin R~~requirement~~, Default Margin Requirement or Default Basic Clearing Member Margin Requirement, a “**Currency Margin Excess**”), pay to each such Clearing Member and Basic Clearing Member (without prior notice) an amount in one or more of the Relevant Currency up to the relevant Currencies Margin Excess (with the aggregate of such payments to all relevant Clearing Members and Basic Clearing Members not exceeding the Relevant Currency Surplus). [...]

[...]

[...]

6 Default Fund

[...]

6.1 Contributions to the Default Fund

6.1.1 Contributions and Calculation of the Contributions to the Default Fund

- (1) Notwithstanding any Margin Requirement applicable to the Clearing Member in accordance with the Clearing Conditions, (i) each Clearing Member and (ii) subject to Number 9 of the Basic Clearing Member Provisions, each Clearing Agent separately with respect to each of its Basic Clearing Members shall make contributions to the Default Fund as further set out in this Number 6 (a contribution pursuant to (i) a “**CM Contribution**”, each contribution pursuant to (ii) a “**BCM Contribution**” and each such contribution to the Default Fund and each FCM Contribution a “**Contribution**”).

[...]

[...]

Part 2 Elementary Clearing Model Provisions

[...]

Part 2 Subpart A: General Elementary Clearing Model Provisions

[...]

4 Margin

4.1 Margin Requirement

4.1.1 Eurex Clearing AG will calculate margin requirements in accordance with Number 3.1.2 of the General Clearing Provisions;

~~(a) across all Own Transactions of each Clearing Member; and~~

~~(b) with respect to each Client Transaction Account of such Clearing Member, except that the relevant net margin requirement with respect to own transactions of a Disclosed Direct Client may be calculated across all DC Own Accounts of such Disclosed Direct Client (depending on the categorisation of such Disclosed Direct Client in the systems of Eurex Clearing AG).~~

4.1.2 The amount of Eligible Margin Assets to be delivered as cover in respect of Margin shall be determined by Eurex Clearing AG separately with respect to

- (i) the Internal Proprietary Margin Account for all Own Transactions of the Clearing Member in accordance with Number 4.1.4-2 (1) (a) of the General Clearing Provisions; and

- (ii) each Internal Omnibus Margin Account reflecting the sum of the calculations for all Client Transaction Accounts (that relate to such Internal Omnibus Margin Account) in accordance with Number 43.1.24 (1) (b) and (c), as applicable, of the General Clearing Provisions and taking into account any applicable Net Margin Instruction pursuant to Number 3.1.2 (2) of the General Clearing Provisions~~that relate to such Internal Omnibus Margin Account~~

[...]

Each Margin Requirement applicable to the Clearing Member pursuant to this Part 2 shall be in addition to any other ~~M~~margin Requirement of the Clearing Member vis-à-vis Eurex Clearing AG pursuant to these Clearing Conditions.

[...]

Part 4 Individual Segregated Account Provisions

[...]

6 Margin

6.1 Margin Requirement

6.1.1 The Clearing Member is required to provide margin for all ISA Transactions in respect of each Internal ISA Margin Account ("**Margin**") and Eurex Clearing AG will calculate separate margin requirements in accordance with Number 3.1.2 of the General Clearing Provisions ~~with respect to each ISA Transaction Account of such Clearing Member (depending on the categorisation of the Disclosed Direct Client in the systems of Eurex Clearing AG).~~

6.1.2 The amount of Eligible Margin Assets to be delivered as cover in respect of Margin shall be determined by Eurex Clearing AG separately with respect to each Internal ISA Margin Account reflecting the sum of the calculations for all ISA Transaction Accounts (that relate to such Internal ISA Margin Account) in accordance with Number 6.1.1 in conjunction with Number 3.1.2 (1) (b) and (c), as applicable, of the General Clearing Provisions and taking into account any applicable Net Margin Instruction pursuant to Number 3.1.2 (2) of the General Clearing Provisions ~~that relate to such Internal ISA Margin Account~~ (for the purpose of the ISA Provisions, a "**Margin Requirement**").

[...]

[...]

Part 6 Basic Clearing Member Provisions

[...]

2 Admission Criteria; Continuing Obligations

[...]

2.1 Basic Clearing Member

[...]

2.1.2 General Prerequisites for Basic Clearing Member Clearing Licenses

- (1) The Basic Clearing Member must be, (i) if domiciled in the EU, a credit institution, financial institution, investment firm, insurance undertaking, reinsurance undertaking, collective investment undertaking (in the case of an Unincorporated Fund, Sub-Fund or Fund Segment, acting through an Authorised Manager) as defined in Article 4 (1) of the CRR or an institution for occupational retirement provision as defined in Article 6 (a) of Directive 2003/41/EC or (ii), if domiciled outside the EU, an entity or undertaking whose functions correspond to those described in lit. (i) and which is supervised in its country of domicile according to standards equivalent to the applicable regulatory standards of the EU as determined by Eurex Clearing AG, in each case domiciled in a member state of the EU or in Switzerland.

[...]

- (3) The requirements and procedures pursuant to Part 1 Number 2.1.2 Paragraph (3) as regards available own funds, equivalent regulatory capital and assets under management shall likewise apply to a Basic Clearing Member (for the purpose of this reference, a Basic Clearing Member shall be considered as if it were a Clearing Member holding a Direct Clearing License), except that Part 1 Number 2.1.2 Paragraph (3) (d) shall not apply. If the own funds of the Basic Clearing Member fall below the minimum amount so required by Eurex Clearing AG from time to time, Eurex Clearing AG shall be entitled to require the Basic Clearing Member to provide Supplementary Margin; for the avoidance of doubt, non-compliance by the Basic Clearing Member with such requirement to provide Supplementary Margin shall constitute a Basic Clearing Member Termination Event. It is in Eurex Clearing AG's discretion to permit (or not permit) shortfalls in own funds, equivalent regulatory capital or the value of the assets under management, as applicable, to be made up, or continue to be made up, by Supplementary Margin.

[...]

[...]

7 Basic Clearing Member Margin

[...]

7.2 The Margin Requirement

- 7.2.1 ~~The amount of Eligible Margin Assets to be delivered as cover in respect of the relevant Margin for each Basic Clearing Member Standard Agreement shall be determined~~ Eurex Clearing AG will calculate the margin requirement in accordance with Number 3.4 2.1 (1) (a) of the General Clearing Provisions, (the "Default Basic Clearing Member Margin Requirement").

7.2.2 The amount of Eligible Margin Assets to be delivered as cover in respect of Basic Clearing Member Margin shall be determined by Eurex Clearing AG ~~will determine the Default Basic Clearing Member Margin Requirement~~ separately with respect to each Basic Clearing Member Standard Agreement, based on the margin requirement for the Basic Clearing Member Transactions included in the relevant Basic Clearing Member Standard Agreement (the “Default Basic Clearing Member Margin Requirement”).

[...]

Chapter II of the Clearing Conditions of Eurex Clearing AG

Transactions Concluded at Eurex Deutschland

(Eurex Exchange)

As of 04.05.2020

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 1 General Provisions

[...]

1.2 Margin Requirement

[...]

- (6) The ~~basis for the determination of the margin requirements (excluding, for the avoidance of doubt, STM Variation Margin requirements) are the net positions per Transaction Account infor~~ all Futures Contracts and Options Contracts are calculated in accordance with Number 3.1.2 (1) of the General Clearing Provisions. The net position in each Futures Contract and in each Options Contract shall be determined by setting off a long position (including Eurex Transactions not yet fully performed) against a short position (including Eurex Transactions not yet fully performed, but excluding Transactions with matching cover). ~~In deviation to Sentence 1, a net position shall be determined for the Clearing Member Own Account(s) and each DC Own Account pursuant to Sentence 2.~~

[...]

1.3 Internal Accounts

1.3.1 Types of Transaction Accounts

[...]

- (2) In deviation to Chapter I Part 1 Number 4 together with Part 2 Subpart A Number 3, Subpart B Number 2, Subpart C Number 2 and 4, and Subpart D Number 2 or Part 4 Number 3, Eurex Clearing AG opens and maintains with respect to each Clearing Member the following Transaction Accounts in which the Transactions of the Clearing Member to be cleared have to be booked:

[...]

- (c) with respect to DC-Related Transactions relating to Market Participants, ~~or~~ DCs With System Access or Basic DCs with a setup corresponding to a setup of a DC With System Access: two DC Own Accounts and two DC Own Accounts as market-maker accounts (each a “**Market Maker Account**”) and, upon request, Indirect Client Accounts; and

[...]

1.3.3 Eurex Transaction transfers and Position transfers

- (1) A transfer of Eurex Transactions may be carried out using the ‘transaction account transfer’, ‘position transfer’ or ‘give-up/take-up’ functionality of Eurex Clearing’s systems. Unless specified otherwise, a transfer of Eurex Transactions from one Transaction Account to another Transaction Account is permitted only for the purpose of ensuring that Eurex Transactions are correctly recorded in the relevant account. Any such transfer requires the confirmation of all involved Clearing Members and, if applicable, the Disclosed Direct Client(s) or Indirect Client Market Participant(s) to which the Eurex Transactions affected by the transfer relate. If the ‘position transfer with cash transfer’ functionality is used for the transfer, any cash payments or credit entries shall be effected on the Business Day following the day on which the last transfer confirmation required in accordance with sentence 1 has been entered into the systems of Eurex Clearing AG. Eurex Clearing AG only passes through any such cash transfer so that Eurex Clearing AG will pay out any amount only if and to the extent it has received the amount from the debtor; and Eurex Clearing AG and the trading platform involved shall not have any performance obligation towards the designated payment receiver. The ‘position transfer with cash transfer’ functionality may only be selected by entering a reference to the relevant original Eurex Transaction(s) as determined by the system of Eurex Deutschland.
- (2) In addition to the prerequisites set out in Paragraph (1), a transfer of Eurex Transactions using the ‘give-up/take-up’ functionality is only possible under the following conditions:
- (i) the transfer request is entered into the systems of Eurex Clearing no later than on the third Business Day following the conclusion of the respective Eurex Transactions.
 - (ii) the person for whose account the Eurex Transactions were originally concluded does not change due to the transfer or the transferee Clearing Member, Disclosed Direct Client or Indirect Client Market Participant (as applicable) explicitly indicates that, as of the transfer becoming effective, a correction in accordance with Paragraph (1) Sentence 2 shall take place and
 - (iii) the Eurex Transactions to be transferred are opening trades (Eröffnungsgeschäfte).
- ~~(1) Transfers of Eurex Transactions and/or positions between different Clearing Members from or to Market Maker Accounts are not permitted.~~

~~(2) Changes made to re-allocate Eurex Transactions are permitted only for the purpose of ensuring that Eurex Transactions are correctly recorded in the relevant account and in the following case: from (a) a Customer Account to a Clearing Member Own Account, DC Own Account or GOSA Indirect Client Account of an Indirect Client Market Participant, (b) a Clearing Member Own Account, DC Own Account or GOSA Indirect Client Account of an Indirect Client Market Participant to a Customer Account, (c) a Market Maker Account to a Clearing Member Own Account, DC Own Account, a GOSA Indirect Client Account of an Indirect Client Market Participant or a Customer Account ("**Trade Transfer**"), as well as the transfers of positions from a Customer Account, a Clearing Member Own Account, a DC Own Account or a GOSA Indirect Client Account of an Indirect Client Market Participant to a Market Maker Account ("**Position Transfer**") by a Clearing Member, a Disclosed Direct Client or an Indirect Client Market Participant.~~

~~— Any such transfers shall only occur if the relevant transfer occurs between accounts of the same Clearing Member, the same Disclosed Direct Client or the same Indirect Client Market Participant.~~

~~(3) Transfers of Eurex Transactions without cash transfer or Position Transfers with cash transfer between different Clearing Members (member position transfer) may only be made upon binding confirmation of the entry of the transfer as binding by all DC Market Participants, Indirect Client Market Participant, DCs with System Access (if applicable) and Clearing Members involved. Position Transfers from or to a Customer Account may only be made at the request of the relevant Direct Client or the relevant Indirect Client Market Participant.~~

~~— The transfer of the relevant positions in the system of Eurex Clearing AG is made as soon as all relevant DC Market Participants, DCs with System Access, Indirect Client Market Participant (if applicable) and Clearing Members have confirmed the entry of the transfer as binding.~~

~~— The function "**Position transfer with cash transfer**" may only be selected by entering a reference to the relevant original Eurex Transaction(s) as determined by the system of Eurex Deutschland.~~

~~— Any cash payments or credit entries to be made in relation to the function "**Position transfer with cash transfer**" shall always be effected on the Business Day following the day on which the binding entry of the transfer in the system of Eurex Clearing AG was made. However, with regard to this particular function, the respective amount is only transferred to the Clearing Member entitled to receive payment when the Clearing Member obligated to pay the amount has actually made payment. In respect of such cash transfer, Eurex Clearing AG and the trading platform involved shall not have any performance obligation towards the relevant Clearing Member, DC Market Participant or Indirect Client Market Participant entitled to receive payment.~~

~~(4) Transfers of Eurex Transactions from a Customer Account to a Customer Account, Clearing Member Own Account, DC Own Account, GOSA Indirect Client Accounts of~~

~~an Indirect Client Market Participant or Market Maker Account of another Clearing Member (“Give-Up Trades”) can be carried out on the day when the respective Eurex Transaction is concluded and on the three subsequent Business Days if so requested by the relevant Clearing Member, Disclosed Direct Client or Indirect Client Market Participant, insofar as~~

- ~~■ the matched Eurex Transaction is an opening trade;~~
- ~~■ the order entered or the Eurex Transaction completed was indicated as a Give Up Trade;~~
- ~~■ the transfer of the Eurex Transaction was notified to the accepting Clearing Member and — if applicable — to the DC Market Participant, DC With System Access or Indirect Client Market Participant affected by such acceptance; and~~
- ~~■ the accepting Clearing Member and — if applicable — the DC Market Participant, DC With System Access or Indirect Client Market Participant affected by such acceptance has confirmed the acceptance of such Eurex Transaction.~~

~~(5) Transfers of Eurex Transactions from a Clearing Member Own Account, a DC Own Account or a GOSA Indirect Client Account relating to an Indirect Client Market Participant of a Clearing Member to a Customer Account of another Clearing Member or to a Customer Account relating to a Disclosed Direct Client or an Indirect Client Market Participant of the same or another Clearing Member can be carried out on the day when the respective Eurex Transaction is concluded and the three subsequent Business Days, insofar as~~

- ~~■ the person for whose account the Eurex Transaction was originally concluded remains identical after such transfer;~~
- ~~■ the matched Eurex Transaction is an opening trade (*Eröffnungsgeschäft*);~~
- ~~■ the order entered or the Eurex Transaction completed was indicated as a Give-Up Trade;~~
- ~~■ the transfer of the Eurex Transaction was notified to the accepting Clearing Member and — if applicable — to the DC Market Participant, DC With System Access or Indirect Market Participant affected by such acceptance; and~~
- ~~■ the accepting Clearing Member or — if applicable — the DC Market Participant, DC With System Access or Indirect Client Market Participant affected by such acceptance has confirmed the acceptance of the Eurex Transaction.~~

[...]

Part 2 Clearing of Futures Contracts

[...]

2.1 General Provisions

[...]

2.1.3 Margin Requirements

(1) The following provisions on margin requirements shall apply in addition to the relevant provisions in Chapter I:

~~(2) In accordance with the Risk Based Margining methodology, with respect to Futures Contracts, the applicable Margin Type shall be the Spread Margin, provided that in the case of a Physical Delivery, the Current Liquidating Margin shall be the applicable Margin Type.~~

~~(32)~~ In accordance with the Eurex Clearing Prisma methodology, with respect to Futures Contracts, the applicable Margin Type shall be the Initial Margin.

~~(43)~~ In addition, in the case of a Physical Delivery, the Current Liquidating Margin shall be an applicable Margin Type in accordance with the Risk Based Margining methodology and in accordance with the Eurex Clearing Prisma methodology.

[...]

Chapter VIII of the Clearing Conditions of Eurex Clearing AG

Clearing of OTC Interest Rate Derivative Transactions, OTC FX Transactions and OTC XCCY Transactions

As of 04.05.2020

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

Part 2 Clearing of OTC Interest Rate Derivative Transactions

2.1 General Provisions

[...]

2.1.5 Novation Criteria and Process Regarding OTC Interest Rate Derivative Transactions

[...]

2.1.5.1 Transaction Type Specific Novation Criteria

[...]

(4) Maximum remaining term

[...]

(ii) in case of OIS, (i) no more than 30 years and 10 Business Days for Original OTC Transactions in EUR referencing EUR-EONIA-COMPOUND, USD, GBP, CHF and JPY, and (ii) no more than 50 years and 10 Business Days for Original OTC Transactions in EUR referencing EUR-EuroSTR-COMPOUND,

[...]

2.1.7 Margin Requirements

[...]

(2) ~~The applicable Margin Type w~~With respect to CTM Interest Rate Derivative Transactions the applicable Margin Type shall be Initial Margin and the provisions on Variation Margin set out in this Part 2 in conjunction with Part 1 and Chapter I apply. ~~The applicable Margin Type w~~with respect to STM Interest Rate Derivative Transactions the applicable Margin Type shall be Initial Margin and the provisions on Variation Margin do not apply.

[...]

2.2 General product-related terms for OTC Interest Rate Derivative Transactions

[...]

2.2.1 Payment Obligations

[...]

- (4) If after adjustment in accordance with the applicable business day conventions, payments of Fixed Amounts or Floating Amounts become due on a payment date which is not a **TARGET Settlement Day**, such payments shall become payable on the next TARGET Settlement Day. ~~For the period from (and including) the scheduled payment date until (and excluding) the next following TARGET Settlement Day, interest will be payable by the relevant fixed rate payer or floating rate payer on the relevant Fixed Amount or Floating Amount payable at a rate equal to EONIA (in case of Euro payments), SONIA (in case of GBP payments), FED FUNDS (in case of USD payments), SARON (in case of CHF payments), NOWA (in case of NOK payments), POLONIA (in case of PLN payments), the T/N Rate (published by the Danish National Bank) (in case of DKK payments), STIBOR T/N (in case of SEK payments) or TONAR (in case of JPY payments).~~

[...]

2.2.7 OIS Rate Calculation

[...]

The EUR-EONIA-OIS-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{EONIA_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

The EUR-EuroSTR-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\mathit{EuroSTR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

The GBP-SONIA-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, is necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\mathit{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

[...]

The CHF-SARON-OIS-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1 (a) of the supplement number 51 to the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest on ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\mathit{SARON}_i \times n_i}{360} \right) - 1 \right] \frac{360}{d}$$

[...]

The USD-Federal Funds-H.15-OIS-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\mathit{FEDFUND}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

The JPY-TONA-OIS-COMPOUND will be calculated as follows and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in case of DRV Interest Rate Transaction, Number 2.4 Paragraph (3) below~~:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

[...]

2.4 Terms for DRV Interest Rate Derivative Transactions

[...]

- (3) To the extent not stated otherwise, Any Base Rate (as defined below) will be rounded in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions (kaufmännisch gerundet), if necessary, to the nearest 1/100000 of a percentage point.

[...]

Part 3 Clearing of OTC FX Transactions

3.1 General Provisions

[...]

3.1.7 Margin Requirements

[...]

- (1) The applicable Margin Type ~~W~~ with respect to CTM FX Transactions, the applicable Margin Type shall be Initial Margin, ~~Variation Margin~~ and Settlement Compensation Margin (as defined in Paragraph (5) below) and the provisions on Variation Margin set out in this Part 3 in conjunction with Part 1 and Chapter I apply, provided that Variation Margin shall be provided in USD cash amounts only. ~~The applicable Margin Type ~~W~~ with respect to STM FX Transactions~~ the applicable Margin Type shall be Initial Margin and Settlement Compensation Margin and the provisions on Variation Margin do not apply.

[...]

Part 4 Clearing of OTC XCCY Transactions

4.1 General Provisions

[...]

4.1.7 Margin Requirements

[...]

- (1) The applicable Margin Type with respect to CTM XCCY Transactions shall be Initial Margin, ~~Variation Margin~~ and Settlement Compensation Margin (as defined in Part 3 Number 3.1.7 Paragraph (5)) and the provisions on Variation Margin set out in this Part 4 in conjunction with Part 1 and Chapter I apply; provided that Variation Margin shall be provided in USD cash amounts only. ~~The applicable Margin Type Wwith respect to STM XCCY Transactions the applicable Margin Type shall be Initial Margin and Settlement Compensation Margin and the provisions on Variation Margin do not apply.~~

[...]

4.2 General product-related terms for OTC XCCY Transactions

[...]

4.2.1 Payment Obligations

[...]

- (6) If after adjustment in accordance with the applicable Business Day Conventions:

[...]

~~— In case of (a) above, for the period from (and including) the scheduled payment date until (and excluding) the next Adjusted EUR/USD Payment Date, interest will be payable by the payer of the relevant amount payable at a rate equal to EONIA (in case of Euro payments) or FEDFUND (in case of USD payments).~~

~~— In case of (b) above, for the period from (and including) the scheduled payment date until (and excluding) the next Adjusted GBP/USD Payment Date, interest will be payable by the payer of the relevant amount payable at a rate equal to SONIA (in case of GBP payments) or FEDFUND (in case of USD payments).~~

“Adjusted EUR/USD Payment Date” means with respect to a day which is not (i) a TARGET Settlement Day, (ii) a CLS Settlement Day and (iii) a New York Banking Day, the next day which is a TARGET Settlement Day, a CLS Settlement Day and a New York Banking Day.

[...]

Chapter I: Clearing Model Related Provisions

FCM Regulations of Eurex Clearing AG

As of 04.05.2020

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AMENDMENTS ARE MARKED AS FOLLOWS:
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[...]

Chapter I Clearing Model Related Provisions

1 General Provisions

[...]

1.6 Additionally Monitored Risks and Risk Mitigating Measures

[...]

1.6.2 Assessment and Mitigation of Credit Risk

[...]

- (2) Credit Risk Thresholds can be defined as maximum ~~mMargin Requirement~~ requirement or as maximum notional exposure arising from the FCM Clearing Member's FCM Client Transactions or Own Transactions (which may be applied separately or on a combined basis to the FCM Clearing Member's FCM Client Transactions or Own Transactions).
- (3) In case the FCM Clearing Member breaches any Credit Risk Threshold, applicable at that point in time, the following applies:
 - (a) Eurex Clearing AG will notify the FCM Clearing Member about the breach of the relevant Credit Risk Threshold and will request the reduction of the relevant ~~Margin-margin Requirement~~ requirement or notional exposure, as the case may be, within a reasonable period of time and in an amount, which is necessary to remedy the relevant breach.

[...]

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Chapter I Clearing Model Related Provisions	

3 General Provisions regarding Margin and Variation Settlement

3.1 General Provisions

3.1.1 Calculation of the Margin Requirements, Margin Methodology and Settlement Cycles

- (1) Eurex Clearing AG will calculate ~~a separate net each~~ margin requirement in accordance with this Number 3, the Special Provisions and (as applicable) the provisions under Number 6 ~~with respect to~~ as follows:
- (a) ~~on a net basis separately with respect to each across all Own Transactions of the each FCM Clearing Member booked to all FCM Clearing Member Own Transaction Accounts~~ (“**FCM Clearing Member Proprietary Margin Requirement**”); and
 - (b) ~~on a net basis separately with respect to each FCM Client Transaction Account to which all FCM Client Transactions of the a relevant FCM Client are booked to the FCM Client Transaction Account of such FCM Client~~ (each an “**FCM Client Margin Requirement**”);

[...]

3.1.2 Eligible Margin Assets and Valuation; Large Exposure

[...]

- (5) If, in the opinion of Eurex Clearing AG, the sum of Eligible Margin Assets in the form of cash actually delivered to Eurex Clearing AG with respect to a Margin Requirement in a particular currency other than a Clearing Currency (the “**Relevant Currency**”) that is held by Eurex Clearing AG exceeds or will exceed any large exposure limit with respect to the Relevant Currency to which Eurex Clearing AG is subject pursuant to Art. 395 of the European Capital Requirements Regulation (EU) No. 575/2013 (“**CRR**”) or any other comparable regulatory requirement (the amount of such excess or prospective excess, as determined by Eurex Clearing AG, the “**Relevant Currency Surplus**”), then Eurex Clearing AG shall be entitled to take the following measures with a view to complying with such large exposure limit:
- (a) Eurex Clearing AG may, with respect to FCM Clearing Members in respect of which an amount of Eligible Margin Assets in the Relevant Currency has been actually delivered to Eurex Clearing AG in excess of the applicable ~~Margin margin Requirement requirement~~ and has not been returned, repaid or applied (“**Currency Margin Excess**”), pay to each such FCM Clearing Member (without prior notice) an amount in the Relevant Currency up to the relevant Currency Margin Excess.

[...]

Chapter II: Special Provisions for Clearing of Interest Rate Derivative Transactions

FCM Regulations of Eurex Clearing AG

As of 04.05.2020

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AMENDMENTS ARE MARKED AS FOLLOWS:

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[...]

Part 2 Clearing of Interest Rate Derivative Transactions

2.1 General Provisions

[...]

2.1.5 Novation Criteria and Process Regarding Interest Rate Derivative Transactions

[...]

2.1.5.1 Specific Novation Criteria

[...]

(4) Maximum remaining term

[...]

(b) in case of OIS, (i) no more than 30 years and 10 Business Days for Original Swap Transactions in EUR referencing EUR-EONIA-COMPOUND, USD, GBP, CHF and JPY, and (ii) no more than 50 years and 10 Business Days for Original Swap Transactions in EUR referencing EUR-EuroSTR-COUMPOUND,

[...]

2.2 General product-related terms for Interest Rate Derivative Transactions

[...]

2.2.1 Payment Obligations

[...]

(4) If after adjustment in accordance with the applicable business day conventions, payments of Fixed Amounts or Floating Amounts become due on a payment date which is not a TARGET Settlement Day, such payments shall become payable on the next TARGET Settlement Day. ~~For the period from (and including) the scheduled payment date until (and excluding) the next following TARGET Settlement Day, interest will be payable by the relevant fixed rate payer or floating rate payer on the relevant Fixed Amount or Floating Amount payable at a rate equal to EONIA (in case~~

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of Euro payments), SONIA (in case of GBP payments), FED FUNDS (in case of USD payments), SARON (in case of CHF payments), NOWA (in case of NOK payments), POLONIA (in case of PLN payments), the T/N Rate (published by the Danish National Bank) (in case of DKK payments), STIBOR T/N (in case of SEK payments) or TONAR (in case of JPY payments).

[...]

2.2.7 OIS Rate Calculation

[...]

The EUR-EONIA-OIS-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{EONIA_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

The EUR-EuroSTR-COMPOUND will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{EuroSTR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

“**GBP-SONIA-COMPOUND**” will be calculated as follows, and the resulting percentage will be rounded, is necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest one ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

[...]

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“**CHF-SARON-OIS-COMPOUND**” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1 (a) of the supplement number 51 to the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~, but to the nearest on ten-thousandth of a percentage point (0.0001 per cent):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SARON_i \times n_i}{360} \right) - 1 \right] \frac{360}{d}$$

[...]

“**USD-Federal Funds-H.15-OIS-COMPOUND**” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions ~~or, in the case of DRV Interest Rate Derivative Transactions, Number 2.4 Paragraph (3) below~~:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{FEDFUND_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

[...]

“**JPY-TONA-OIS-COMPOUND**” will be calculated as follows and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions, ~~or in case of DRV Interest Rate Transaction, Number 2.4 Paragraph (3) below~~:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

[...]

2.4 Terms for DRV Interest Rate Derivative Transactions

[...]

- (3) To the extent not stated otherwise, any Any-Base Rate (as defined below) will be rounded in accordance with the method set forth in Section 8.1(a) of the 2006 ISDA Definitions (kaufmännisch gerundet), if necessary, to the nearest 1/100.000 of a percentage point.

[...]
