

Supplement Agreement to the ISA Direct Clearing Agreement

BETWEEN:

[_____]

(the “**Replacement Clearing Agent**”)

and

[_____]

(the “**ISA Direct Clearing Member**”)

and

Eurex Clearing AG

This supplement agreement to the ISA Direct Clearing Agreement (the "**Supplement Agreement**") is dated _____¹ and is entered into

BETWEEN:

(1) _____
(legal name)
 acting through / having its (registered) office at

as Clearing Agent (the "**Replacement Clearing Agent**");

(2) _____
(legal name)
 acting through / having its (registered) office at

as ISA Direct Clearing Member (the "**ISA Direct Clearing Member**").

The Replacement Clearing Agent and the ISA Direct Clearing Member are hereinafter also referred to as the "**Parties**" and each of them as a "**Party**".

WHEREAS:

- (A) The Parties and Eurex Clearing AG have entered into a ISA Direct Clearing Agreement on [] (the “**ISA Direct Clearing Agreement**”).
- (B) This Supplement Agreement shall form part of the ISA Direct Clearing Agreement.
- (C) Capitalised terms used in this Supplement Agreement but not defined herein shall have the same meaning given to them in the Clearing Conditions of Eurex Clearing AG (the “**Clearing Conditions**”).
- (D) Eurex Clearing AG has given its irrevocable consent to this Supplement Agreement in accordance with Chapter I Part 6 Subpart A Number 11.2.3 (a) (iii) of the Clearing Conditions.

NOW THEREFORE, the Parties enter into the following Agreement:

1. The ISA Direct Clearing Agreement shall cover all ISA Direct Clearing Member Transactions which are booked on the ISA Direct Clearing Member Own Account of the ISA Direct Clearing Member at the end of the Replacement Period, or at such earlier time at which Eurex Clearing determines that the Clearing Agent Replacement Requirements are satisfied.
2. This Agreement is governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.

Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of Germany.
3. The courts in Frankfurt am Main, Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement.
4. The place of performance shall be Frankfurt am Main, Germany.
5. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation (*ergänzende Vertragsauslegung*) by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.

AUTHORISED SIGNATURES
to the Clearing Agreement

(as Clearing-Agent)

(Place/Date)

Name:

Name:

Function:

Function:

(as ISA Direct Clearing Member)

(Place/Date)

Name:

Name:

Function:

Function: