

**To:**

Eurex Clearing AG  
Client Service, Trading & Clearing  
60485 Frankfurt am Main  
Germany

by email: client-porting@eurex.com

**From:**

Legal Name: \_\_\_\_\_

Member ID: \_\_\_\_\_  
as Authorised Manager

Date: \_\_\_\_\_

## Declaration of the ISA Direct Clearing Member with respect to the DCM Requirements for Authorised Managers

We, \_\_\_\_\_ (Member ID: [\_\_\_\_]) refer to all ISA Direct Clearing Member Standard Agreements (each a “**Relevant Standard Agreement**”) established between Eurex Clearing AG and all Relevant Funds and/or Relevant Fund Segments, as listed in the Annex to this notice (each a “**Relevant Fund**”), for which we act as Authorised Manager.

We hereby make the following declarations in order to fulfil the following DCM Requirements acting on behalf of and for the account for each Relevant Fund:

**1. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.4 (a) (ii) of the Clearing Conditions:**

We hereby irrevocably declare on behalf of and for the account for each Relevant Fund that each Relevant Fund will act as Direct Clearing Member with respect to all ISA Direct Transactions under each of the Relevant Standard Agreements as of the point in time when Eurex Clearing AG determines that the DCM Requirements are fulfilled.

**2. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.4 (a) (iii) of the Clearing Conditions:**

We acknowledge on behalf of and for the account for each Relevant Fund, that each Relevant Fund will be, with respect to all ISA Direct Transactions under the Relevant Standard Agreement, bound by the provisions of the Clearing Agreement (Appendix 1), unless such Clearing Agreement has already been entered into between Eurex Clearing AG and us.

We further acknowledge on behalf of and for the account for each Relevant Fund that each Relevant Fund will, no later than five (5) Business Days after the end of the Replacement Period, enter into a Clearing Agreement (Appendix 1) with Eurex Clearing AG, unless such Clearing Agreement has already been entered into.

**3. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.4 (a) (iv) of the Clearing Conditions:**

Finally, we undertake on behalf of and for the account for each Relevant Fund to Eurex Clearing AG that, without undue delay following the Replacement, we will provide Eurex Clearing AG with

sufficient Eligible Margin Assets to cover any shortfall in Margin and Variation Margin with respect to all Transactions to which the Replacement relates.

Capitalised terms used in this document, but not defined herein, have the same meaning given to them in the Clearing Conditions.

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(signature)

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(signature)

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(printed name)

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(printed name)

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