

**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: \_\_\_\_\_

## **Declarations of the ISA Direct Clearing Member with respect to the Clearing Agent Replacement Requirements for Authorised Managers**

We, \_\_\_\_\_ (Member ID: \_\_\_\_\_) refer to all ISA Direct 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 Clearing Agent Replacement Requirements acting on behalf of and for the account for each Relevant Fund:

**1. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (a) (ii) of the Clearing Conditions:**

We acknowledge on behalf of and for the account for each Relevant Fund, with respect to all ISA Direct Transactions under the Relevant Standard Agreement, that each Relevant Fund will to be bound by the provisions of the ISA Direct Clearing Agreement (Appendix 10), unless such ISA Direct Clearing Agreement has already been entered into between Eurex Clearing AG, the Replacement Clearing Agent and the Relevant Fund.

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 an ISA Direct Clearing Agreement with Eurex Clearing AG, unless such ISA Direct Clearing Agreement has already been entered into.

**2. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (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, each Relevant Fund will provide Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in ISA Direct Margin and ISA Direct Variation Margin with respect to all ISA Direct Transactions under each Relevant Standard Agreement.

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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