

# Supplement Agreement to the ISA Direct Clearing Agreement

**BETWEEN:**

[ ]

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

and

[ ]

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

and

**Eurex Clearing AG**

This supplement agreement to the ISA Direct Clearing Agreement (the "**Supplement Agreement**") is dated \_\_\_\_\_<sup>1</sup> 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 Indemnified Clearing Member (the "**ISA Direct Indemnified Clearing Member**").

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

<sup>1</sup> Please leave blank. The date will be inserted by Eurex Clearing AG.

## 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 Transactions which are booked on the ISA Direct Own Account of the ISA Direct Indemnified 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 Supplement 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 Supplement 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 Supplement Agreement.
4. The place of performance shall be Frankfurt am Main, Germany.
5. If any provision contained in this Supplement 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 Supplement Agreement.

**AUTHORISED SIGNATURES**  
**to the Supplement Agreement**

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(as Replacement Clearing-Agent)

(Place/Date)

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Name:

Name:

Function:

Function:

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(as ISA Direct Indemnified Clearing Member)

(Place/Date)

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Name:

Name:

Function:

Function: