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AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSSED OUT

\*\*\*\*\*

[...]

### 3. Part: Genuine Sale and Repurchase Agreements Admitted to Trading

[...]

#### 3.1 Special and GC Repo Segment

[...]

##### 3.1.1 ~~General Collateral Repos (GC Repo)~~

~~Characteristic for a GC Repo is the procurement of capital within the scope of the following rules and regulations.~~

##### 3.1.1.4 Specifications for a General Collateral Repo

In case of a GC Repo, the Repo seller ("**Seller**") is obligated to assign securities against payment of the purchase price and the subsequent payment of the repurchase price to the Repo buyer ("**Buyer**") against assignment of securities of the same type and number. Furthermore, the Seller is obligated to pay an additional Repo fee (Number 3.1.1.12 Paragraph (5) – (7)) to the Buyer.

[...]

##### 3.1.1.12 Subject Matter of Contract

[...]

##### 3.1.1.23 Term

(1) ~~The Starting Date and the End Date of a GC Repo must, in any event, fall on a trading day. The Starting Date may be specified to be any trading day from, and including, the day on which the transaction is concluded to, and including, the day following 365 days, or 366 days~~

~~respectively in case of a leap year, after the day on which the transaction is concluded. The End Date may be specified to be any trading day from, and including, the first trading day immediately following the Starting Date to, and including, the day specified as the last possible End Date by the Management Board in the Basket Specifications.~~

(12) The terms available for GC Repos are specified by the Management Board in the Basket Specifications.

(23) Participants may, in general, not retroactively change the start- and termination date agreed upon with conclusion of a GC Repo (not terminable on demand). Transactions with a term group marked with the addition "open" are exempt ("**Open Repo Transaction**").

### 3.1.1.34 Performance, Delivery

[...]

### 3.1.2 Specifications for a Special Repo

~~Characteristic for a Special Repo is the procurement of particular securities from another Participant. For the transfer of ownership to the securities, a fee which is calculated on the basis of the Repo interest rate, shall be paid at the end of the term. Both Participants agree to transfer the ownership of the same number and the same class of the originally assigned securities against payment of the repurchase price at the end of the term. The securities available for Special Repo transactions shall be determined by the Management Board.~~

[...]

[...]

#### 3.1.2.2 Term

~~The Starting Date and the End Date of a Special Repo must, in any event, fall on a trading day. The Starting Date of a Special Repo may be specified to be any trading day from, and including, the day on which the transaction is concluded to, and including, the day following 365 days, or 366 days respectively in case of a leap year, after the day on which the transaction is concluded. The End Date may be specified to be any trading day from, and including, the first trading day immediately following the Starting Date to, and including, the day specified as the last possible End Date by the Management Board in the Basket Specifications.~~

(1) The terms available for Special Repos are specified by the Management Board in the Basket Specifications.

(2) Participants may, in general, not retroactively change the start- and termination date agreed upon with conclusion of a Special Repo (not terminable on demand). Special Repos with a term group marked with the addition “open” are exempt (“**Open Repo Transactions**”).

### 3.1.2.3 Performance, Delivery

With respect to the performance and delivery of Special Repos concluded by means of the Trading System, the provisions set forth in Number 3.1.1.34 shall apply *mutatis mutandis*.

## 3.2 GC Pooling Repo Segment

[...]

### 3.2.1 Specifications for a GC Pooling Repo on a GC Pooling ECB Basket Repo (“GC Pooling ECB Basket Repo”)

[...]

#### 3.2.1.2 Performance, Delivery

Any delivery according to a GC Pooling ECB Basket Repo transaction shall solely be effected, by automatic assignment and transfer of securities to be delivered through CmaX or such other relevant TPCM based on the agreements of CmaX or based on the rules and arrangements of such other relevant TPCM, and via a central depository recognized by Eurex Clearing AG. Accordingly, the performance may be executed via the assignment of rights from safekeeping abroad or security credit. Taking into consideration the relevant regulations of conflict of law, the necessary assignment act is thereby subject to the principle of the location of the respective security or the relevant account. The delivery for purposes of performance may be carried out in accordance with the involved collateral management systems on the accounts therefore opened either with CBF or CBL. The participants of a GC Pooling ECB Basket Repo transaction agree in this respect upon such transfer or assignment of the respective legal position pursuant to the requirements of the respective applicable legal system and authorize CBF or CBL to take any legal action with respect to the execution of transfer or assignment of any securities determined by CmaX or such other relevant TPCM. Besides this, the supplementary provisions set forth in Number 1.5 and 3.1.1.34 shall be applicable. The participants agree that the relevant point in time of performance with regard to a GC Pooling ECB Basket Repo transaction shall be the fulfilment of their obligations during the first Same Day Settlement run of the day (“**SDS1**”) of CBF or CBL for the respectively relevant day of performance. This shall not be applicable to the extent GC Pooling ECB Basket Repos are fulfilled using the settlement type Realtime Settlement of CBF or CBL.

[...]

#### 3.2.1.4 Re-use

Further use of the securities assigned and claims transferred to the buyer under a GC Pooling ECB Basket Repo transaction is only permissible if the terms of CBL or any relevant TPCM regarding further use of the securities assigned and claims transferred are fulfilled. In such case, the securities assigned or claims transferred to such buyer may be

- assigned or transferred as collateral in the same or another Ttrading Currency under further GC Pooling ECB Basket Repo transactions,

[...]

#### 3.2.2 Specifications for a GC Pooling Repo on a GC Pooling ECB EXTended Basket Repo (“GC Pooling ECB EXT. Basket Repo“)

[...]

##### 3.2.2.1 Subject Matter of Contract

- (1) The selection of securities which are assigned or otherwise transferred for a traded GC Pooling ECB EXT. Basket Repo, shall automatically be effected for the respective participant exclusively via CmaX or such other relevant TPCM. Trading participants might not claim an assignment of specific securities included in the basket. The Ttrading Currencies admissible for the respective baskets shall be specified by the Management Board in the Basket Specifications. ~~Unless separately defined, to the extent no specification has been made, the Trading Currency shall be Euro.~~ ~~shall be the trading currency.~~

[...]

##### 3.2.2.2 Performance, Delivery

Any delivery according to a GC Pooling ECB EXT. Basket Repo transaction shall solely be effected, by automatic assignment or transfer of securities to be delivered through CmaX or such other relevant TPCM based on the agreements of CmaX or the rules and arrangements of such other relevant TPCM, and via a central depository recognized by Eurex Clearing AG. Accordingly, the performance may be executed via the assignment of rights from safekeeping abroad or security credit. Taking into consideration the relevant regulations of conflict of law, the necessary assignment act is thereby subject to the principle of the location of the respective security or the relevant account. The delivery for purposes of performance may be carried out in accordance with the involved collateral management systems on the accounts therefore opened either with CBF or CBL. The participants of a GC Pooling ECB EXT. Basket Repo transaction agree in this respect upon such transfer or assignment of the respective legal position pursuant to the requirements of the respective applicable legal system and authorize CBF or CBL to take any legal action with respect to

the execution of transfer or assignment of any securities determined by CmaX or such other relevant TPCM. Besides this, the supplementary provisions set forth in Number 1.5 and 3.1.1.34 shall be applicable. The participants agree that the relevant point in time of performance with regard to a GC Pooling ECB EXT. Basket Repo transaction shall be the fulfilment of their obligations during the first Same Day Settlement run of the day (“**SDS1**”) of CBF or CBL for the respectively relevant day of performance. This shall not be applicable to the extent GC Pooling ECB EXT. Basket Repos are fulfilled using the settlement type Realtime Settlement of CBF or CBL.

[...]

#### **3.2.2.4 Re-use**

Further use of the securities assigned and claims transferred to the buyer under a GC Pooling ECB EXT. Basket Repo transaction is only permissible if the terms of CBL or any relevant TPCM regarding further use of the securities assigned and claims transferred are fulfilled. In such case, the securities assigned or claims transferred to such buyer may be

- assigned or transferred as collateral in the same or another Trading Currency under further GC Pooling ECB EXT. Basket Repo transactions, or

[...]

#### **3.2.3 Specifications for a GC Pooling Repo on a GC Pooling International Maximum Quality Basket Repo (“GC Pooling INT MXQ Basket Repo“)**

[...]

##### **3.2.3.1 Subject Matter of Contract**

- (1) The selection of securities which are assigned or otherwise transferred for a traded GC Pooling INT MXQ Basket Repo, shall automatically be effected for the respective participant exclusively via CmaX or such other relevant TPCM. Trading participants shall have no claim to an assignment of specific securities included in the basket. In addition, trading participants shall define the Trading Currency for the GC Pooling INT MXQ Basket Repos. The Trading Currencies admissible for the respective baskets shall be specified by the Management Board in the Basket Specifications. ~~To the extent no specification has been made, the Euro shall be the Trading Currency.~~ Unless separately defined, the Trading Currency shall be Euro.

[...]

### 3.2.3.2 Performance, Delivery

Any delivery according to a GC Pooling INT MXQ Basket Repo transaction shall solely be effected by automatic assignment and transfer of the securities to be delivered through CmaX or such other relevant TPCM based on the agreements of CmaX or the rules and arrangement of such other relevant TPCM, and via a central depository recognized by Eurex Clearing AG. Accordingly, the performance may be executed via the assignment of rights from safekeeping abroad or security credit. Taking into consideration the relevant regulations of conflict of law, the necessary assignment act is thereby subject to the principle of the location of the respective security or the relevant account. The delivery for purposes of performance may be carried out in accordance with the involved collateral management systems on the accounts therefore opened either with CBF or CBL. The participants of a GC Pooling INT MXQ Basket Repo transaction agree in this respect upon such transfer or assignment of the respective legal position pursuant to the requirements of the respective applicable legal system and authorize CBF or CBL to take any legal action with respect to the execution of transfer or assignment of any securities determined by CmaX or such other relevant TPCM. Besides this, the supplementary provisions set forth in Number 1.5 and 3.1.1.34 shall be applicable. The participants agree that the relevant point in time of performance with regard to a GC Pooling INT MXQ Basket Repo transaction shall be the fulfilment of their obligations during the first Same Day Settlement run of the day (“**SDS1**”) of CBF or CBL for the respectively relevant day of performance. This shall not be applicable to the extent GC Pooling INT MXQ Basket Repos are fulfilled using the settlement type Realtime Settlement of CBF or CBL.

[...]

### 3.2.3.4 Re-use

[...]

- assigned or transferred as collateral in the same or another Ttrading Currency under further GC Pooling INT MXQ Basket Repo transactions, or

[...]

### 3.2.4 Specifications for a GC Pooling Repo on a GC Pooling Equity Basket Repo (“GC Pooling Equity Basket Repo“)

[...]

#### 3.2.4.3 Performance, Delivery

[...]

- (2) The participants of a GC Pooling Equity Basket Repo transaction agree in this respect upon such transfer or assignment of the respective legal position pursuant to the requirements of the respective applicable legal system and authorize CBF or CBL to take any legal action with respect to the execution of transfer or assignment of any securities determined by CmaX or such other relevant TPCM. Besides this, the supplementary provisions set forth in Number 1.5 and 3.1.1.34 shall be applicable.

[...]

#### **3.2.4.5 Re-use**

[...]

- assigned or transferred as collateral in the same or another Trading Currency under further GC Pooling Equity Basket Repos transactions, or

[...]

#### **3.2.5 Specifications for a GC Pooling Repo on a GC Pooling Cheapest-To-Deliver Basket Repo (“GC Pooling CTD Basket Repo“)**

[...]

##### **3.2.5.1 Subject Matter of Contract**

- (1) The selection of securities which are assigned or otherwise transferred for a traded GC Pooling CTD Basket Repo, shall automatically be effected for the respective participant exclusively via CmaX or other relevant TPCM. Trading participants shall have no claim to an assignment of specific securities included in the basket. In addition, trading participants shall define the Trading Currency for the GC Pooling CTD Basket Repo. The Trading Currencies admissible for the respective basket shall be specified by the Management Board in the Basket Specifications. ~~To the extent no specification has been made, the Euro shall be the Trading Currency.~~ Unless separately defined, the Trading Currency shall be Euro.

[...]

##### **3.2.5.2 Performance, Delivery**

Any delivery according to a GC Pooling CTD Basket Repo transaction shall solely be effected by automatic assignment and transfer of the securities to be delivered through CmaX or such other relevant TPCM based on the agreements of CmaX or the rules and regulations of such other relevant TPCM, and via a central depository recognized by Eurex Clearing AG. Accordingly, the performance may be executed via the assignment of rights from safekeeping abroad or security credit. Taking into consideration the relevant regulations

of conflict of law, the necessary assignment act is thereby subject to the principle of the location of the respective security or the relevant account. The delivery for purposes of performance may be carried out in accordance with the involved collateral management systems on the accounts therefore opened either with CBF or CBL. The participants of a GC Pooling CTD Basket Repo transaction agree in this respect upon such transfer or assignment of the respective legal position pursuant to the requirements of the respective applicable legal system and authorize CBF or CBL to take any legal action with respect to the execution of transfer or assignment of any securities determined by CmaX or such other relevant TPCM. Besides this, the supplementary provisions set forth in Number 1.5 and 3.1.1.34 shall be applicable. The participants agree that the relevant point in time of performance with regard to a GC Pooling CTD Basket Repo transaction shall be the fulfilment of their obligations during the first Same Day Settlement run of the day (“**SDS1**”) of CBF or CBL for the respectively relevant day of performance. This shall not be applicable to the extent GC Pooling CTD Basket Repos are fulfilled using the settlement type Realtime Settlement of CBF or CBL.

[...]

#### **3.2.5.4 Re-use**

Further use of the securities assigned and claims transferred to the buyer under a GC Pooling CTD Basket Repo transaction is only permissible if the terms of CBL or any relevant TPCM regarding further use of the securities assigned and claims transferred are fulfilled. In such case, the securities assigned or claims transferred to such buyer may be assigned or transferred as collateral in the same Ttrading Currency under further GC Pooling CTD Basket Repos transactions by such buyer during the term of the underlying GC Pooling CTD Equity Basket Repo.

[...]

### **3.3 Select Invest**

[...]

#### **3.3.1 Select Invest Repos**

(1) The provisions governing

[...]

c) GC Pooling INT MXQ Basket Repos,

[...]



[...]

- (3) Further details on which securities are admissible for Select Invest Repos and on which securities are included in the respective baskets are set forth in the Basket Specifications. The Ttrading Currency admissible for the respective baskets shall be the EUR, USD, CHF and GBP.

[...]

### 3.5 eTriParty Repo Segment

[...]

eTriParty Repo Transactions (“**eTriParty Repo**“) are available for trading on the eTriParty Repo Segment. Characteristic for an eTriParty Repo is the procurement of capital within the scope of the following rules and regulations. With regard to an eTriParty Repo, the provisions of Number 3.1.1 shall apply accordingly unless provided otherwise in this section.

#### 3.5.1 ~~Specifications for an eTriParty Repo~~

~~With regard to an eTriParty Repo, the provisions of Number 3.1.1 shall apply accordingly unless provided otherwise in this section.~~

##### 3.5.1.1 ~~Subject Matter of Contract~~

- (1) The selection of securities which are assigned or otherwise transferred with regard to a traded eTriParty Repo shall automatically be effected for the respective Participant exclusively via CmaX. Participants are not entitled to claim assignment of specific securities included in a basket. In addition, the Participants decide on the Trading Currency. ~~The Trading Currencies admissible for the respective basket shall be specified by the Management Board in the Basket Specifications. Unless separately defined, the Trading Currency shall be Euro.~~

[...]

- (7) In deviation to Number 3.1.1.12, the agreed interest rate for an eTriParty Repo must be fixed. Variable Repos are not available.

[...]

##### 3.5.1.2 ~~Performance, Delivery~~

[...]

- (2) In deviation to Number 1.5 und 3.1.1.34., the respective counterparty shall be the contracting party to all eTriParty Repos selected via the Trading System.

### **3.5.4.3 Term**

- ~~(1) The Starting Date and the End Date of an eTriParty Repo must, in any event, fall on a trading day. The Starting Date of a eTriParty Repo may be specified to be any trading day from, and including, the day on which the transaction is concluded to, and including, the day following 365 days, or 366 days respectively in case of a leap year, after the day on which the transaction is concluded. The End Date may be specified to be any trading day from, and including, the first trading day immediately following the Starting Date to, and including, the day specified as the last possible End Date by the Management Board in the Basket Specifications.~~

- ~~(12)~~ The terms available for eTriParty Repos are specified by the Management Board in the Basket Specifications.

- ~~(23)~~ Participants may, in general, not retroactively change the Starting Date and End Date agreed upon with conclusion of an eTriParty Repo (not terminable on demand).

### **3.5.4.4 Substitution**

[...]

### **3.5.4.5 Re-use**

[...]

[...]

## **6. Part: Final Provisions**

### **6.1 Fees**

[...]

#### **6.1.4 Transaction-based Fee for Select Invest**

- (1) A Select Invest Participant shall not be charged with a transaction-based fee of 0.006 % (percent p. a.) in a Select Invest Repo. The respective other party according to 1.3.3 shall be charged with a transaction-based fee of 0.015% per Select Invest Repo. Such fee shall amount at least to EUR 4025 or, if applicable,

for Repo Transactions denominated in USD at least to USD 3544,  
for Repo Transactions denominated in CHF at least to CHF 3042,  
for Repo Transactions denominated in GBP at least to GBP 208.

[...]

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