

Announcement of Frankfurter Wertpapierbörse (FWB)

Seventh Amendment Ordinance to the Conditions for Transactions on the Frankfurter Wertpapierbörse

On 17 June 2021, the Exchange Council of the Frankfurter Wertpapierbörse approved the Seventh Amendment Ordinance to the Conditions for Transactions on the Frankfurter Wertpapierbörse.

The Amendment Ordinance shall take effect at the points in time specified in Article 2 of the Amendment Ordinance.

A copy of the Ordinance has been deposited at the reception desk of the trading floor, Börsenplatz 4, 60313 Frankfurt/Main, Germany and is available for inspection during the general opening hours. The Ordinance specified above was laid down on 22 June 2021.

**Seventh Amendment Ordinance
to the Conditions for Transactions on the Frankfurter Wertpapierbörse**

**Article 1 Amendment to the Conditions for Transactions on the Frankfurter Wertpapierbörse in
the version dated 26 June 2017, last amended by the Amendment Ordinance dated
20 November 2020**

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED

DELETIONS ARE CROSSED OUT

[...]

II. Part Performance of Transactions

[...]

§ 5 Late Settlement

~~(1)~~ Trading participants are obliged to settle failed settlements within the meaning of Article 7 Paragraph 1 Sentence 1 Regulation (EU) No 909/2014 in accordance with the buy-in and compensation rules pursuant to Article 7 Paragraphs 3 to 8 and 10 to 13 Regulation (EU) No 909/2014 in conjunction with Articles 21 to 23, 25, 28, 29 and 32 to 38 Commission Delegated Regulation (EU) No 2018/1229.

~~(1)(2)~~ If a transaction has been entered into between a Clearing Member and Eurex Clearing AG or European Central Counterparty N.V. and if the Clearing Member fails to satisfy its obligations arising out of such transaction, the measures to enforce the obligations of the Clearing Member shall be determined pursuant to the Clearing Conditions for Eurex Clearing AG or European Central Counterparty N.V.

~~(2)(3)~~ Eurex Clearing AG or European Central Counterparty N.V. may, to the extent that one Clearing Member or more Clearing Members fail to fulfil their obligations or fulfil their obligations only in part, perform partial deliveries to one Clearing Member or more Clearing Members which are entitled to receive delivery.

~~(3)(4)~~ In the cases set out in Paragraphs 1 to and 23 there is no right to Self-Execution compulsory settlement (Zwangsregulierung) pursuant to §§ 6 through 8 will not be conducted.

§ 6 Self-Execution Compulsory Settlement (Zwangsregulierung)

(1) If, with respect to a transaction which has directly been entered into between two trading participants, a party has not performed in a timely manner, the ~~non-defaulting other~~ party may specify a reasonable grace period for performance ~~by registered mail or in writing return receipt requested in written, electronic or text form (§§ 126, 126 a or 125 b of the BGB (German Civil Code)), or in another suitable manner, in any case under penalty of Compulsory Settlement. The grace period may elapse no earlier than one and a half hours prior to the~~

~~commencement of trading on the next Exchange Day if the defaulting party received the letter in his or her offices no later than thirty minutes prior to the commencement of trading or at the FWB no later than thirty minutes after the commencement of trading, in all other cases no earlier than one and a half hours prior to the commencement of trading on the next succeeding Exchange Day. After the futile expiration of the grace period and unless otherwise agreed between the parties, the non-defaulting party is entitled and obligated to conduct Compulsory Settlement on the Exchange Day following the Exchange Day on which the grace period expires, in the trading model Continuous Auction with Specialist at the first determined price ("Self-Execution price") a) to purchase undelivered items itself or b) to sell undelivered items ("Self-Execution").~~

(2) ~~If, in the case of a transaction which has directly been concluded between two trading participants, a party has indicated that it is unwilling or unable to perform this transaction or the exchange of a definitive security which has been declared undeliverable has been refused, the other party is entitled and obligated to perform Self-Execution~~ ~~conduct Compulsory Settlement~~ without delay and without granting a grace period.

~~(3) The same applies if a party becomes insolvent or ceases to make payments. Insolvency is deemed to exist if an obligor makes composition proposals with respect to undisputed obligations to his or her creditors or does not make payment with respect to undisputed and due obligations. Obligations which have been established in a final court decision or in an arbitration award which has been declared enforceable pursuant to the rules of the Code of Civil Procedure (Zivilprozessordnung) are treated like undisputed obligations. Compulsory Settlement must be conducted on the Exchange Day on which the other party has obtained knowledge of any circumstances pursuant to Clause 1 or on the next Exchange Day.~~

~~(4) If a party is prevented from performing an Exchange transaction in a timely manner through governmental or judicial measures, Compulsory Settlement may only be conducted if no deposit insurance scheme has guaranteed the future settlement of the securities transactions within two Exchange Days.~~

~~(3) If the Self-Execution price is higher than the initially agreed price for the purchase of undelivered items pursuant to § 6 Paragraph 1, the defaulting party shall immediately reimburse the non-defaulting party for the difference between the initially agreed price and the Self-Execution price.~~

~~If the Self-Execution price for the sale of non-accepted items pursuant to § 6 Paragraph 1 is lower than the originally agreed price, the defaulting party shall~~

immediately reimburse the non-defaulting party for the difference between the originally agreed price and the Self-Execution price.

The defaulting party shall immediately reimburse the non-defaulting party for the costs of Self-Execution.

- (4) The non-defaulting party shall notify the defaulting party of the execution of the Self-Execution and the Self-Execution price in written, electronic or text form (§§ 126, 126 a or 125 b of the German Civil Code) by the end of the Exchange day on which the Self-Execution was executed.
- (5) If Self-Execution was not or only partially possible on the day on which it is to be carried out, the non-defaulting party must notify the defaulting party on the same day in written, electronic or text form (§§ 126, 126 a or 125 b of the BGB). Furthermore, it shall carry out the Self-Execution again on the next trading day. The right of the parties to assert their claims arising from the transaction before the civil courts remains unaffected.

§ 7

Cancelled Conduct of Compulsory Settlement

- ~~(1) In the trading model Continuous Auction with Specialist, Compulsory Settlement must be effected in the form of a purchase or sale at the first available price.~~
- ~~(2) Any difference between the price of Compulsory Settlement and the contractually agreed upon price must be reimbursed immediately to the party benefiting from such difference. In addition, the defaulting party shall pay the usual postage and other costs and expenses and, as of the day following the contractual day of performance, loss of interest calculated at the applicable interest rate for the marginal lending facility of the European Central Bank (SFR interest rate).~~
- ~~(3) The non-defaulting party must inform the defaulting party of the conduct of Compulsory Settlement and the price of Compulsory Settlement on the day of Compulsory Settlement by registered mail or in writing, return receipt requested, or in another suitable manner; otherwise, Compulsory Settlement is not binding on the defaulting party.~~
- ~~(4) If Compulsory Settlement could not or could only partly be conducted on the day on which it should have been conducted pursuant to § 6, the non-defaulting party must inform the defaulting party thereof on such day by registered mail or in writing, return receipt requested, or in another suitable manner. The non-defaulting party shall conduct Compulsory Settlement as promptly as possible.~~

~~(5) If Compulsory Settlement has been conducted too early or too late, the defaulting party must not be charged a price less favourable than the first available price in the Continuous Auction with Specialist on the Exchange Day on which Compulsory Settlement would have had to be effected.~~

§ 8 **Cancelled Special Cases of Compulsory Settlement**

~~In special cases upon request, the Management Board may permit Compulsory Settlement to be conducted by the Lead broker becoming a party to the transaction or a purchase or sale on another exchange.~~

[...]

III. Part Cancellation of Transactions in the Order Book

[...]

§ 24 Application for Cancellation of Transactions

[...]

- (2) In case of transactions in securities traded in Continuous Auction, the Mistrade application shall be submitted within two trading hours upon receipt of the transaction confirmation pursuant to § 2 Paragraph 3. As far as transactions of securities other than Structured Products, which are traded in Continuous Auction, are concerned, the application term ends according to Clause 1 upon closing of trading hours for that day, so the mistrade application has to be submitted within half an hour after the closing of trading hours at the latest. The application may be submitted in writing, via telecopy ~~(+49 (0) 69 211 1 44 19)~~, electronically ~~(mistrade@deutsche-boerse.com)~~ or via telephone ~~(+49 (0) 69 211 1 38 70)~~. In case of an application via telephone, the information required pursuant to Paragraph 4 shall be submitted in written form, via telecopy or electronically within one hour after the end of the application term pursuant to Clause 1. Otherwise, the Mistrade application is deemed to have been withdrawn. The Management Board may determine further details of the application process.
- (3) In case of securities traded in Continuous Trading with Intra-Day Auctions or in the Auction, the Mistrade application shall be submitted within ten minutes upon receipt of the transaction confirmation pursuant to § 2 Paragraph 3. The application may be submitted in writing, via telecopy ~~(+49 (0) 69 211 1 14 01)~~, electronically

~~(xetrahelpdesk@deutsche-boerse.com)~~ or via telephone ~~(+49 (0) 69 211 1 14 00)~~. The Management Board may determine further details of the application process.

[...]

Article 2 Effectiveness

- (1) The provisions specified in Article 1 §§ 5, 6, 7 and 8 shall become effective on 01 February 2022.
- (2) The provisions specified in Article 1 § 24 shall become effective on 28 June 2021.

The Seventh Amendment Ordinance to the Conditions for Transactions on the Frankfurter Wertpapierbörse shall be announced by notice in the reception area of the trading floor, Börsenplatz 4, 60313 Frankfurt/Main, Germany and by electronic publication on the internet, available on the website of the Frankfurter Wertpapierbörse (<https://www.xetra.com>).

Frankfurt/Main, 22 June 2021

Management Board of Frankfurter Wertpapierbörse

Dr. Cord Gebhardt

Michael Krogmann