

EUREX CLEARING AG
ESG VISIBILITY HUB TERMS

1 Scope

These are the ESG Visibility Hub Terms pursuant to (i) Chapter 1 Part 1 Number 18.1 of the Clearing Conditions of Eurex Clearing AG and (ii) Chapter 1 Number 17.1 of the FCM Regulations of Eurex Clearing AG. The ESG Visibility Hub Terms form an integral part of the (i) Clearing Conditions of Eurex Clearing AG and (ii) FCM Clearing Conditions, including the FCM Regulations of Eurex Clearing AG and are – for the avoidance of doubt – also incorporated in (i) Number 17.2 of Chapter I Part 1 of the Clearing Conditions of Eurex Clearing AG and (ii) Chapter I Number 16.2 of the FCM Regulations of Eurex Clearing AG.

2 Object of the ESG Visibility Hub

2.1 The ESG Visibility Hub aims to

- (a) provide Clearing Members, ISA Direct Clearing Members and FCM Clearing Members (together “**Clearing Member**”) an opportunity to showcase their publicly accessible ESG (Environment, Social, Governance) information on the Eurex Clearing Website and,
- (b) support market participants assessing Clearing Members as a potential counterparty to receive, compare and use ESG information of the respective Clearing Member.

2.2 The Clearing Member may include in the ESG Visibility Hub ESG-related information based on ESG profiles (hereinafter “**ESG Profiles**”), non-financial reports, comparable sustainability reports (hereinafter “**ESG Transparency Reports**”), ESG ratings (hereinafter “**Other ESG related Information**”) and/or information on ESG-related products and services (hereinafter “**ESG Products and Services**”; ESG Profiles, ESG Transparency Reports, Other ESG related Information and ESG Products and Services together the “**ESG Information**”), which are available to the Clearing Member. All ESG Information which the Clearing Member intends to make available via the ESG Visibility Hub of Eurex Clearing AG shall be provided by the Clearing Member to Eurex Clearing AG in order to upload it into the ESG Visibility Hub. The Clearing Member shall remain fully responsible for the ESG Information provided to the public via the ESG Visibility Hub of Eurex Clearing AG.

3 Obligations of Eurex Clearing AG

- 3.1 Eurex Clearing AG shall publish in the ESG Visibility Hub on the Eurex Clearing Website the ESG Information as provided by the Clearing Member. For this purpose, the Clearing Member shall upload the respective ESG Information in the format and via the transmission channels as communicated by Eurex Clearing AG from time to time.
- 3.2 Eurex Clearing AG shall use reasonable efforts to keep the Eurex Clearing Website accessible via the internet and to update and/or delete the Clearing Member's ESG Information on the Eurex Clearing Website within a reasonable period (however, not more than once per calendar month) if the Clearing Member provides new ESG Information in accordance with number 3.1 or requests the deletion of some or all ESG Information. Eurex Clearing AG shall be allowed to suspend displaying the Clearing Members ESG Information under the ESG Visibility Hub if the ESG Information is not updated by the Clearing Member in accordance with number 4.4.
- 3.3 Eurex Clearing AG shall provide the services described under sections 3.1 and 3.2 free of charge.
- 3.4 The Clearing Member shall remain solely responsible for the clarity, completeness, accuracy, timeliness, and comprehensibility of the ESG Information it provides to Eurex Clearing AG for publication on the Eurex Clearing Website. Eurex Clearing AG does not - and shall be under no obligation - to check the ESG Information against these or other criteria.
- 3.5 Eurex Clearing AG may refuse to publish ESG Information provided by the Clearing Member
- (a) if the ESG Information is provided in a format that is not suitable for further processing in order to be published;
 - (b) if Eurex Clearing AG reasonably assumes that the publication would violate any applicable law, regulation or third-party rights; or
 - (c) if, notwithstanding number 3.4, Eurex Clearing AG reasonably assumes that the ESG Information is false, inaccurate, misleading, obsolete or otherwise likely to create a false impression on the average user of the Eurex Clearing Website accessing the ESG Information.

4 Obligations of the Clearing Member

- 4.1 The Clearing Member shall ensure that the ESG Information it provides to Eurex Clearing AG for publication in the ESG Visibility Hub is clear, accurate, up-to-date and comprehensible and is not likely to create a false or misleading impression on the average user of the Eurex Clearing Website. The Clearing Member further ensures that providing, uploading, displaying and distributing the ESG Information on the Eurex Clearing Website does not violate any applicable laws, regulations or third-party rights.

The Clearing Member shall ensure that the ESG Information it provides to Eurex Clearing AG for publication is published on the Clearing Member's website before or is otherwise accessible to the public.

- 4.2 The Clearing Member shall ensure that no personal data is included in the ESG Profiles which will be published on the Eurex Clearing Website.
- 4.3 The Clearing Member shall inform Eurex Clearing AG immediately about any ESG Information published in its ESG Visibility Hub that does not conform to the criteria in number 4.1 and will provide Eurex Clearing AG with updated ESG Information which conforms to the criteria in number 4.1. The Clearing Member acknowledges that Eurex Clearing AG does not – and is under no obligation to – check the ESG Information provided to it by the Clearing Member against the criteria in number 4.1 or any other criteria.
- 4.4 The Clearing Member shall provide the ESG Information to Eurex Clearing AG in the format and via the transmission channels as communicated by Eurex Clearing AG from time to time.
- 4.5 The ESG Information of the Clearing Member published on the Eurex Clearing Website is to be updated immediately (without undue delay) after new or amended ESG Information becomes available.
- 4.6 The Clearing Member shall not manipulate the Eurex Clearing Website in any way whatsoever. The Clearing Member may notably not submit or transfer any ESG Information or data for upload which contains viruses, trojan horses or similar executable program codes which are capable of damaging, viewing, intercepting, forwarding or deleting data or systems, or of providing unauthorized access to data, systems or areas. The Clearing Member shall not use any mechanisms, software or any other routines which can interfere with or put an excessive strain on the Eurex Clearing Website, or the systems used to operate the Eurex Clearing Website.

5 Intellectual Property Rights and Data Protection

- 5.1 Eurex Clearing AG may use the ESG Information provided by the Clearing Member, word and device marks, designations and other ancillary copyrights included therein for the purposes required for providing the services as described in these ESG Visibility Hub Terms, notably reproduce, display and distribute them on the Eurex Clearing Website and make it available to the users of the Eurex Clearing Website.
- 5.2 Eurex Clearing AG and the Clearing Member will comply with its obligations under applicable data protection laws. In particular, each party shall:
- (a) ensure that the processing of personal data is lawful, also with respect to the collection of personal data and the disclosure of personal data to the other party;

- (b) take appropriate technical and organizational measures to ensure the integrity and confidentiality of personal data in accordance with data protection legislation and
- (c) delegate the processing of personal data exclusively to processors that provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing complies with the requirements of data protection legislation and ensures the protection of the rights of the data subjects.

- 5.3 If the Clearing Member provides personal data to Eurex Clearing AG in the context of the performance of this ESG Visibility Hub Terms, the Clearing Member shall ensure that the data subjects have been duly informed about the relevant aspects of the processing in accordance with and within the limits set out in Articles 12 to 14 GDPR and any other relevant provisions of data protection laws.
- 5.4 Eurex Clearing AG and the Clearing Member shall, where appropriate and necessary, assist each other in good faith and with due regard to the ease of compliance with their respective data protection obligations, in particular with regard to the information to be provided to data subjects, the security of the processing, the performance of privacy and data protection impact assessments, data protection breach notifications and the handling of requests from data subjects exercising their rights under data protection laws.
- 5.5 For further information on how Eurex Clearing AG as a data controller processes personal data, please see the information on the Eurex Clearing Website (www.eurex.com).

6 Termination

Eurex Clearing AG may terminate the performance of this service at any time upon prior notice. For the termination period, (i) the Regular Notification Period according to Chapter I Part 1 Number 17.2.2 of the Clearing Conditions of Eurex Clearing AG and, (ii) in case of the FCM Regulations, Chapter I Number 16.2.2 of the FCM Regulation of Eurex Clearing AG apply. Any prior notice shall be given by Eurex Clearing AG in accordance with (i) Chapter I Part 1 Number 16.1 or 16.2 of the Clearing Conditions of Eurex Clearing AG and, (ii) in case of the FCM Regulations, in accordance with Chapter I Number 15.1 and 15.2 of the FCM Regulations of Eurex Clearing AG.