

**AMENDMENTS TO Euronext
CLEARING IMPLEMENTING
INSTRUCTIONS AND RELATED
ANNEXES**

3 JUNE 2026



EURONEXT CLEARING

1. Buyer protection framework

Euronext Clearing is amending its Instructions to the Rules to introduce a safeguard mechanism aimed at addressing settlement and fairness concerns arising from trades executed after the last date to buy the underlying security with the right attached to participate in an elective corporate event, also named "Guaranteed Participation Date (GUPA)".

In accordance with applicable European standards and the regulatory framework in force, Buyer Protection is guaranteed only up to the day preceding the record date of an elective Corporate Action. As a consequence, transactions executed post-GUPA fall outside the scope of Buyer Protection. In such cases, where a settlement failure persists and the buyer does not receive the underlying securities by the record date, the buyer may lose the ability to exercise the relevant Corporate Action, while still being debited for the transaction amount.

This outcome may be perceived as financially unfair and may adversely affect market confidence, particularly in markets where trading of rights post-GUPA cannot be fully restricted or limited to bilateral trading arrangements.

To mitigate this risk and enhance the robustness of the clearing framework, the Instructions have been amended to provide that, where Buyer Protection is not applicable, not accepted by the seller or cannot be operationally managed, the buyer may request the application of an exceptional Cash Settlement mechanism. This mechanism applies exclusively to trades executed after the GUPA and subject to a persistent settlement failure.

Under the amended provisions, the Cash Settlement amount corresponds to the theoretical value of the relevant right as determined by the market on the last day of negotiation. The application of this mechanism allows for the orderly and definitive resolution of the unsettled transaction, ensuring that clearing obligations are discharged in a transparent and predictable manner.

The amendment does not alter the general principles of Buyer Protection but introduces a limited and proportionate safeguard, designed to enhance fairness, client protection and confidence in the CCP, while remaining consistent with the existing regulatory and operational framework.

2. ECONS II contingency procedure

The Instructions are amended to clarify that Clearing Members participating in Euronext Clearing's Settlement Bank Account Group (SBAG) in the T2 system must also take part in the ECONS II contingency testing exercises scheduled by the National Central Banks and the European Central Bank, following the instructions communicated by Euronext Clearing through dedicated Notices. Where a Clearing Member uses a Settlement Agent, it must ensure that the Settlement Agent

participates in these tests. Additionally, it is provided that the responsible contact persons or offices for the tests must be notified by email to ccp-Collateral@euronext.com and ccp-Clientservices@euronext.com and their details kept up to date.

3. Additional Intraday Margins in Financial Instruments for FI Section

Certain fine tunings are introduced with respect to the operational arrangements enabling the payment of intraday margins through Financial Instruments within the Fixed Income Section. In particular, Article B.3.1.2 is enriched outlining the necessary steps for activation of the facility, and relevant conditions that Clearing Member shall ensure to meet in order to utilise said facility.

4. Overall fine tunings

The occasion is also taken to perform certain targeted fine tunings aimed at improving clarity and fostering internal coherence within the Instructions and Annexes.

Below the excerpt of the amendments to Euronext Clearing's Instructions and relevant Annexes

INSTRUCTIONS

TITLE A General provisions**Article A.1.1.1 Definitions**

Guaranteed Participation Date (GUPA) means the last date to buy the underlying security with the right attached to participate in an elective corporate event on a relevant *Market*. Such date should precede the last date for a buyer to instruct the seller in order to receive the outturn of their choice (i.e. the Buyer Protection deadline).

Omissis

TITLE B Central Counterparty System**Article B.1.1.1- Requirements for Clearing Members**

Omissis

2. The information indicated at paragraph 1, letter a) shall be forwarded, in original, by means of registered letter with return receipt or by courier or by digital signature and sent in advance by e-mail. The information indicated under paragraph 1 from letter b) to k) above shall be transmitted, alternatively, via e-mail in the form of a Pdf document duly signed by the contractual representative **legal representative or authorised signatory** of the ~~Clearing Member as specified under the Request for services or in the Contract Representative Change/Supplement form or by using the "import function" available through Euronext Clearing's website (www.euronext.com/it/post-trade/euronext-clearing).~~

Omissis

8. *Clearing Members* admitted to one *Section* of the *System* which intend to modify or obtain a new membership qualification within the same *Section* or that intend to request to distinguish the operations of their own Organizational Unit shall send Euronext

Clearing the following information : (i) the trading venues managed by the *Management Companies* set out under Chapter B.10 whereby they intend to act as a *Clearing Member* as well as the intended membership profile as provided ~~under the table set out~~ under *Annex B.111*; (ii) the form set out in the same Annex outlining the *Clearing Member's Account Structure* set up, determined in compliance with the provisions of Chapter 3.0 of Part 3 of the *Regulations*; (iii) the information concerning the securities settlement set-up set out under paragraph 1 letter d) above.

Omissis

13. With reference to obligations that must be fulfilled in Euro outlined under paragraph 1, letter e), above, *Clearing Members* participating in Euronext Clearing's Settlement Bank Account Group (SBAG) in the T2 system must:

- **participate in the ECONS II (Enhanced Contingency Solution II) contingency testing exercises scheduled by the National Central Banks (NCBs) and the European Central Bank (ECB) and formally communicated by Euronext Clearing to its *Clearing Members* through dedicated Notices, which include all relevant operational instructions necessary for the proper execution of the tests;**
- **in case a *Clearing Member* operates through a *Settlement Agent* participating in Euronext Clearing's SBAG in T2, the *Clearing Member* shall ensure that its *Settlement Agent* participates in the aforementioned ECONS II contingency testing exercises.**
- **In both instances, the aforementioned *Clearing Members* or their *Settlement Agents* must explicitly notify, by email, the contact person(s) and/or office(s) responsible for conducting the tests, and must promptly update such details as soon as they change.**

The aforementioned *Clearing Members* or their *Settlement Agents* are required to comply fully and without exception with all operational instructions, technical requirements, and procedural timelines issued by Euronext Clearing and by their respective National Central Banks for the execution of such contingency tests.

Omissis

Article B.1.1.6 Relations with the Settlement Agent

Omissis

4. Further to the documentation specified in paragraph 3, the Clearing Member shall also forward to *Euronext Clearing* the form, provided for in Annex B.111A, as well as the relevant power of attorney, pursuant to the manner set forth in Annex B.116B, enabling *Euronext Clearing* to directly instruct the Settlement Agent's accounts. The *Clearing Member* shall forward the documentation by ~~certified e-mail at the following address membership@pec.ccg.it, or by e-mail and subsequent registered letter with return receipt~~ **via e-mail (at ccp-membership@euronext.com) in the form of a Pdf document duly signed by the legal representative or authorised signatory.**

Omissis

8. The agreement shall empower the *Clearing Member* to exercise withdrawal by giving at least five *Euronext Clearing open days'* notice to the *Settlement Agent*. Also, the agreement shall empower the *Settlement Agent* to exercise withdrawal by giving at least ten *Euronext Clearing open days'* notice to the *Clearing Member*. The periods may be reduced by agreement between the *Settlement Agent*, the *Clearing Member* and *Euronext Clearing*. It remains understood that during the notice period,

the Settlement Agent shall remain bound for the obligations pertaining to the Clearing Member on which it has been entrusted. The *Clearing Member* shall immediately notify Euronext Clearing of the said withdrawal, both relating to the Clearing Member and to the Settlement Agent, ~~by certified e-mail at the following address membership@pec.ccg.it, or by e-mail and subsequent registered letter, with return receipt~~ **via e-mail (at ccp-membership@euronext.com) in the form of a Pdf document duly signed by the legal representative or authorised signatory.**

CHAPTER B.3 Guarantee System

Heading B.3.1 Margins

Article B.3.1.2 Additional Intraday Margins

1. In the event of a request for additional intraday *Margins*, *Euronext Clearing*
 - a) shall notify each *Clearing Member* of the additional amount requested pursuant to article B.4.1.3 of the *Regulations* and ~~the debit period by an appropriate Report. **The relevant payment shall be settled** referred to in Annex B.312 and *Notice of Payment*, in accordance with Annex B.411 and B.411bis, letter A).~~
 - b) ~~may also notify all *Clearing Members* of activation of the requested additional intraday Margins by a message pursuant to Annex B.312 forwarded through the *Technological Infrastructure*.~~
2. **Pursuant to Article B.4.3.1, paragraph 3 of the *Regulations***, within the Fixed Income Section, if the request for additional intraday *Margins* is made after 14:00 (2:00 pm) of a *Euronext Clearing open day*, *Euronext Clearing* will allow the *Clearing Members* that made prior request using the form in Annex B.312A **to choose whether** to pay the additional **intraday Margins in cash or alternatively** by depositing the financial instruments referred to in Article B.4.3.1, paragraph 1 point b) ~~within the term set out in Annex B.411 point D).~~

~~3. In this case, Euronext Clearing shall communicate to each Clearing Member concerned and to the Settlement Agent for cash through the Report referred to in Annex B.312B:~~

- ~~a) the additional amount required pursuant to Article B.4.3.1, paragraph 3 of the Rules;~~
- ~~b) the term for depositing the financial instruments.~~

~~The Clearing Member shall instruct the deposit through the Technological Infrastructure. Prior to the deposit of the Financial Instruments, the Clearing Member shall perform a Collateral evaluation through the Technological Infrastructure and share it with Euronext Clearing within the fashion set forth in the Annexes.~~

3. In case of choosing to pay the additional intraday Margins in cash, the payment will be settled with the methods indicated in paragraph 1.

4. In case of choosing to pay the additional intraday Margins in financial instruments, the Clearing Member shall perform the following operations:

- a) access the WCS to check the current value of the collateral for the financial instruments to be deposited and whether it is sufficient to fully cover the requested amount without the need for additional cash deposits;**
- b) notify Euronext Clearing and its Settlement Agent for cash, if any, by e-mail, prior to the start of the cash debit period, of the choice to pay the additional intraday Margins in financial instruments, including in the notification to Euronext Clearing the relevant ISIN codes and the corresponding nominal and collateral values that will be deposited;**
- c) deposit the financial instruments with Euronext Clearing according to the methods indicated in Annex B.411, letter I.**

5. In order to fully cover the additional intraday Margins in financial instruments, the following conditions must be met:

- a) the verification in WCS, referred to in paragraph 4, letter a), that the additional intraday *Margins* coverage can be carried out entirely in financial instruments, without the need for additional cash deposits, must have had a positive outcome;
 - b) the choice of financial instruments that can be deposited can be made from a maximum of two different eligible types (ISIN);
 - c) the deposit of financial instruments must be made by the same time limit as that provided for the cash payment referred to in paragraph 1.
6. Upon receipt of the notification referred to in paragraph 4, letter b), *Euronext Clearing* shall revoke the direct debit of the payment sent to *T2 System*, informing the *Clearing Member* and its *Settlement Agent* for cash, if any, accordingly.
7. Following the deposit of the financial instruments *Euronext Clearing* verifies that they are suitable and that their amount is sufficient to cover the additional intraday *Margins*, subsequently sending notice **by e-mail to the *Clearing Member*** ~~any relevant *Member* and also to the **and its** *Settlement Agent* for cash, **if any.**~~ through the Report referred to in Annex B.312C
- ~~a) whether the financial instruments are sufficient or, if not, the amount to be covered in cash related to the additional intraday *Margins*;~~
 - ~~b) the term for depositing the cash due by the *Clearing Member*, in accordance with Annex B.411, point A), in case the financial instruments are not sufficient to cover the additional *Margins*.~~
8. If the financial instruments deposited are not sufficient to cover the additional intraday *Margins*, the corresponding difference must be deposited in cash by the *Clearing Member* to *Euronext Clearing*, via the WCS, within the same deadline as for the request referred to in paragraph 1.

9. In the event of failure of the payment revocation referred to in paragraph 6 and a consequent simultaneous coverage of the additional intraday *Margins* in cash and financial instruments, the *Clearing Member* may, at its discretion, request from *Euronext Clearing* the return, in the same *Euronext Clearing* open day, of the debited cash or the deposited financial instruments.

~~If the financial instruments deposited pursuant to the present paragraph result fully or partially insufficient so as to cover the Margins due to the concentration limits or the applicable haircuts, the ownership of the financial instruments temporarily exceeding the amount of the additional Margins is transferred to *Euronext Clearing* pursuant to article A.1.1.5 of the *Regulation*, unless a redemption request by the relevant *Clearing Member* is received.~~

~~The *Clearing Member* may deposit no more than two of the financial instruments (ISIN) referred to in Article B.4.3.1 paragraph 1 point b), of the *Regulations* selecting them from among those recorded in the *Clearing System* and available for consultation in ICWS – BCS.~~

~~These financial instruments must be deposited in the manner set out in the paragraph on “Deposit covering initial margins” of Annex B.411 by the deadline communicated from time to time in the call for additional intraday *Margins*.~~

- ~~4. *Euronext Clearing* may revoke the service for the coverage of additional intraday *Margins* with financial instruments in respect of any *Clearing Members* that deposit insufficient or unsuitable financial instruments above the thresholds set out in Annex B.312D.~~
- ~~5. Where necessary, *Euronext Clearing* may issue the notices pursuant to paragraph 1 by e-mail.~~
- ~~6. The additional amount requested in cash or financial instruments must be made available respectively to the *DCA RTGS* in the *T2 System* of the *Clearing Member* or its *Settlement Agent* or in the securities accounts held at the *Central Depository Service for Financial Instruments* identified in Chapter B.12 of the *Instructions*, as defined in Article B.13.1.1 Bis of the *Instructions* by the~~

~~deadline indicated in the communications referred to in the previous paragraphs.~~

Omissis

Heading B.3.2 Default Fund

Article B.7.1.1 Buy-In procedure for Failed Positions of the Special Clearing Member

1. Where the defaulting counterparty is a member of the *Special Clearing Member* of Fixed Income Section, the Buy-In is carried out by the *Special Clearing Member* within the timescale indicated at Article B.7.1.1, by its own methods. *Euronext Clearing* shall proceed to deliver the *Non-Derivative Financial Instruments* received from the *Special Clearing Member* to the *Member*, or, in the event of partial delivery or failure to deliver, to cash settlement.
2. The delivery, including partial delivery of the *Fixed Income Instruments* to the *Member* in bonis, shall take place, after the cash/*Financial Instruments* balance is settled with the *Special Clearing Member*.

Omissis

Heading B.7.2 Fail and Buy-in

Omissis

Article B.7.2.2 Buy-in Procedure

1. *Euronext Clearing* shall carry out the *Buy-In Procedure* with respect to *Failed Positions* that are not settled within the deadline referred to in article B.7.2.1 paragraph 1, except in the cases provided in paragraph 5 of this Article.
2. *Euronext Clearing* shall activate the *Buy-in Procedure* by notifying the *Member in Fail*:
 - a) by the fifth *Euronext Clearing* open day following the settlement date specified in the *Contractual Scheme* (L+5) for the *Financial Instruments* referred to in Article B.7.2.1, paragraph 1, letter a);
 - b) by the eighth *Euronext Clearing* open day following the settlement date specified in the *Contractual Scheme* (L+8) for the *Financial Instruments* referred to in Article B.7.2.1, paragraph 1, letter b);
 - c) **by the eleventh Euronext Clearing open day following the settlement date specified in the Contractual Scheme (L+11) for the Fixed Income Section.**

Euronext Clearing may modify the deadline mentioned above in case of corporate actions.

3. Following the notice referred to in the paragraph above, the *Clearing Member*, or its *Settlement Agent*, in *Fail* may commit to deliver the *Financial Instruments* by the deadline specified in Annex B.722. Delivery to *Euronext Clearing*, after the above-mentioned deadline is always allowed provided that the *Buy-in Agent* has given its prior consent. In case the *Clearing Member in Fail* does not deliver the securities by the deadline specified in the Annex B.722 and the execution period has expired *Euronext Clearing* performs the cash settlement, **pursuant the methods outlined in Annex B.713B.** This paragraph does not apply if the in bonis *Clearing Member*

requests *Euronext Clearing* not to provide the cash settlement in order to exercise the *Buyer Protection*; the request has to be notified to *Euronext Clearing* within the timeline and according to the form specified in Annex B.718 and B.718A.

Omissis

Article B.7.6.2 Buyer Protection

1. In case of *Failed Position on Non-Derivative Financial Instruments* subject to a mandatory corporate event with option or to a voluntary corporate event, the in bonis *Clearing Member*, or the *Settlement Agent*, may notify to *Euronext Clearing* the option/s requested sending the Buyer Protection Notice, within the *Euronext Clearing open day* before the last day to send the election instructions as provided by the corporate event.
2. The Buyer Protection Notice has to be sent to *Euronext Clearing* Technological Infrastructure or, in the event of its malfunction, via e-mail, within the timeline in Annex B.718 and through the form in Annex B.718.B *Euronext Clearing* confirms the receipt of the Buyer Protection Notice with the same channel.
3. The in bonis *Clearing Member* shall modify the Buyer Protection Notice, notifying a new Buyer Protection Notice within the term in paragraph 1.
4. On the day in which the Buyer Protection Notice is received, within one hour of the timeline indicated in Annex B.718, *Euronext Clearing* assigns to the in malis *Clearing Members*, the Buyer Protection Notice received, according to a criteria aimed at minimizing the number of assignments. The assignment is notified to the *Clearing Members* by means of a *Report*.
5. The assignment in paragraph 4 is terminated or is modified if, within the term in paragraph 1:
 - a. The in malis *Clearing Member* assigned delivers the *Non-Derivatives Financial Instruments* for which the Buyer Protection was exercised. In this case the assignment is terminated;
 - b. The in malis *Clearing Member* assigned partially delivers the *Non-Derivatives Financial Instruments* for which the Buyer

- Protection was exercised, and the Buyer Protection provided for more than one option. In this case the assignment is terminated;
- c. The in malis *Clearing Member* assigned partially delivers the *Non-Derivatives Financial Instruments* for which the Buyer Protection was exercised, and the Buyer Protection provided for only one option. In this case the assignment remains valid for the part unsettled;
 - d. The in bonis *Clearing Member* who notified the Buyer Protection Notice modify the Buyer Protection according to paragraph 3. In this case *Euronext Clearing* notifies the change of the Buyer Protection Notice to the in malis *Clearing Member* by means of a *Report*;
 - e. In case of delivery of *Non-Derivatives Financial Instruments* to the in bonis *Clearing Member* by a *Clearing Member* different from the in malis *Clearing Member* assigned, in virtue of the settlement systems process. In this case *Euronext Clearing* notifies the change of the Buyer Protection Notice to the in malis *Clearing Member* assigned by means of a *Report*.
6. If the *Failed Positions* for which the Buyer Protection has been exercised are not settled within the term in paragraph 1, *Euronext Clearing*:
- a) Requests to the *Settlement Service* to hold/delete the settlement instructions between the in malis *Clearing Member* assigned and *Euronext Clearing* and between *Euronext Clearing* and the in bonis *Clearing Member*; and
 - b) enters in the *Settlement Service* new settlement instructions between the same counterparties according to the Buyer Protection exercised.
7. In case the *Non-Derivatives Financial Instruments* resulting from the corporate event are not delivered, *Euronext Clearing* activates the Buy-in procedure to the detriment of the in fail *Clearing Member* assigned.
- 8. Without prejudice to the provisions governing *Buyer Protection*, any *Failed Positions* subject to a voluntary corporate event, executed after the *Guaranteed Participation Date (GUPA)* shall not fall within the scope**

of the *Buyer Protection* procedure as set out in paragraphs 1 to 6 of this Article.

9. Where a transaction executed after the *Guaranteed Participation Date (GUPA)* results in a persistent settlement fail, and where, as a consequence thereof, the *in bonis Clearing Member* does not receive the underlying securities by the relevant record date and is therefore unable to exercise the corresponding corporate action option, the provisions set out below shall apply.
10. *Euronext Clearing* may, upon request of the *in bonis Clearing Member*, arrange for the cash settlement of the relevant transaction where:
 - a) the transaction has been executed after the *Guaranteed Participation Date (GUPA)*;
 - b) the transaction has resulted in a persistent settlement fail; and
 - c) the *Buyer Protection* is not applicable, either because it has not been accepted by the seller or because it cannot be implemented in accordance with the applicable provisions of these Instructions including, without limitation, where, due to timing or operational constraints, it cannot reasonably be managed or completed in a timely and effective manner.

Where, in relation to a transaction meeting the conditions set out above, more than one seller may be identified, *Euronext Clearing* shall, where operationally feasible, give priority to the seller whose transaction was executed after the *Guaranteed Participation Date (GUPA)*. Where several such sellers remain eligible, *Euronext Clearing* shall apply objective criteria aimed at minimising the number of assignments, in order to limit the number of *Clearing Members* involved in the implementation of the relevant measure.

The cash settlement indicated above shall occur in the context of the *Daily Settlement* of the *Euronext Clearing*

open day following that on which the request has been made by the *in bonis Clearing Member* .

The cash settlement amount to be credited to the *in bonis Clearing Member* shall be equal to the theoretical value of the relevant right, as determined and published by the relevant *Market* on the last day of trading of such right

ANNEXES

Omissis

ANNEX B.611

<ul style="list-style-type: none"> TIME LIMITS FOR THE RECEPTION OF ORDERS CONCERNING OPTIONS (EXCLUSIVELY TRADED ON IDEM MARKET)

A) EARLY EXERCISE:

Executed through the WCS or, in the case of malfunction of it, by sending module RD009BIS through email

Sending of orders for early exercise or its revocation	Every day (excluding the maturity day), not later than 19.45 of the trading day.
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B) EXERCISE AT MATURITY:

1) Exercise by exception (allowed if the contractual scheme provides for the delivery of the underlying)

Executed through the WCS or, in the case of malfunction of it, by sending module RD010BIS through email Sending of orders for “manual exercise” or “manual abandonment”	Exclusively on the maturity day, not later than: - 8:15.
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2) Automatic Exercise

Executed by EURONEXT CLEARING on “In-The-Money” positions at the expiry of the contract	Exclusively on the maturity day at 8:15 for options on shares; -9:45 for options on FTSE MIB Index. - Shortly after 19:45 on expiry day for options on FTSE MIB Index.
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