

FCM PRODUCT SPECIFIC CONTRACT TERMS AND ELIGIBILITY CRITERIA MANUAL

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### SCHEDULE 1 FCM SWAPCLEAR

### PART A FCM SWAPCLEAR CONTRACT TERMS

The terms of a registered FCM SwapClear Contract shall include these FCM SwapClear Contract Terms which shall comprise:

- (1) Interpretation; and
- (2) Economic Terms; and
- (3) Standard Terms.

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail.

Subject to the FCM Regulations and the FCM Procedures, the Clearing House will use the FCM SwapClear Contract Terms applicable to an FCM SwapClear Contract to calculate the amounts due under the FCM SwapClear Contract to, or from, the Clearing House in accordance with the FCM Procedures.

### 1. **Interpretation**

- 1.1 "**ISDA Definitions**" means the 2021 ISDA Interest Rate Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") and as amended from time to time, and the same are incorporated by reference herein.
- 1.2 "ISDA 2008 Inflation Definitions" means the 2008 ISDA Inflation Derivatives Definitions, as published by ISDA and as amended from time to time, and the same are incorporated by reference herein, provided that the italicized sentence at the end of the first paragraph of page 2 of the ISDA 2008 Inflation Definitions shall be replaced with the following: 'Any capitalized term not herein defined, shall have the meaning given to that term in the ISDA Definitions' and each reference in Section 1.14 of the ISDA 2008 Inflation Definitions to a 'Floating Rate Payer' shall be replaced with the words 'Floating Amount Payer'.
- 1.3 Words and expressions used in these FCM SwapClear Contract Terms, which are not defined in the FCM Regulations and the FCM Procedures, but which are defined in the ISDA Definitions or the ISDA 2008 Inflation Definitions, shall have the same meaning herein as in the ISDA Definitions or the ISDA 2008 Inflation Definitions as the case may be, unless expressly provided otherwise.
- 1.4 In the event of an inconsistency between the FCM Regulations and the FCM Procedures and any of the ISDA Definitions or the ISDA 2008 Inflation Definitions, the FCM Regulations and FCM Procedures will prevail. In the event of an inconsistency between the ISDA Definitions and the ISDA 2008 Inflation Definitions, the ISDA 2008 Inflation Definitions will (where applicable) prevail.
- 1.5 For the avoidance of doubt, the ISDA Definitions are incorporated into the FCM SwapClear Contract Terms of an FCM SwapClear Contract and shall apply to such

FCM SwapClear Contract, regardless of whether the particulars of the FCM SwapClear Transaction submitted to the Clearing House and corresponding to such FCM SwapClear Contract identified the ISDA Definitions, the 2006 ISDA Definitions as published by ISDA or the 2000 ISDA Definitions as published by ISDA within such particulars, or did not identify any of them within such particulars.

- 1.6 If the particulars of an FCM SwapClear Transaction use or refer (or used or referred) to a Floating Rate Option that is:
  - (a) not HKD-HIBOR-ISDC, NOK-NIBOR-NIBR, SGD-SOR-Reuters or CLP-TNA, and that is defined under the 2006 ISDA Definitions or 2000 ISDA Definitions (in each case) as published by ISDA, but not the ISDA Definitions, then the Clearing House will determine (in its discretion) the equivalent Floating Rate Option under the ISDA Definitions and such Floating Rate Option will apply for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract;
  - (b) CLP-TNA, then the Clearing House has determined that the equivalent Floating Rate Option under the ISDA Definitions is CLP-ICP and such Floating Rate Option will apply for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract; or
  - (c) HKD-HIBOR-ISDC, NOK-NIBOR-NIBR or SGD-SOR-Reuters, then the Clearing House will determine (in its discretion) the equivalent Floating Rate Option under the ISDA Definitions and such Floating Rate Option will apply for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract.
- 1.7 References in the ISDA Definitions to a "**Transaction**" and references in the ISDA 2008 Inflation Definitions to an "**Index Transaction**" shall be deemed to be references to an "**FCM SwapClear Transaction**" for the purposes of the FCM SwapClear service.
- 1.8 Except where expressly stated otherwise, all reference to "**Section**" means sections of the ISDA Definitions or the ISDA 2008 Inflation Definitions, as the case may be.
- In relation to any amendments to the ISDA Definitions or the ISDA 2008 Inflation Definitions, such ISDA Definitions or ISDA 2008 Inflation Definitions, as amended, shall apply to FCM SwapClear Contracts with immediate effect (without the need for any notice by the Clearing House to FCM Clearing Members), except where the Clearing House specifies otherwise by notice to FCM Clearing Members. Without limitation, any such notice may provide that an amendment to the ISDA Definitions or the ISDA 2008 Inflation Definitions may take effect so as to apply to FCM SwapClear Contracts registered in an FCM Clearing Member's name at such time and in such manner, or not apply at all, as the Clearing House may determine in its discretion, and the accidental omission to give notice under this provision to, or the non-receipt of notice under this provision by, a FCM Clearing Member shall not invalidate the effectiveness of the matters specified in such notice.

#### 2. **Economic Terms**

- 2.1 The Economic Terms of an FCM SwapClear Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding FCM SwapClear Transaction in respect of the terms designated as Economic Terms in this Schedule.
- 2.2 It is part of the eligibility criteria for registration as an FCM SwapClear Contract that the particulars of an FCM SwapClear Transaction presented to the Clearing House must include matched information in respect of such designated Economic Terms.
- 2.3 The Economic Terms for vanilla interest rate swaps with constant notional principal and variable notional swaps (including non-deliverable interest rate swaps) comprise:
  - (a) Notional Amount (see Section 4.4.2 of the ISDA Definitions for definition and for variable notional swaps, the Notional Amount can be set out in a Notional Amount schedule);<sup>1</sup>
  - (b) currency (see the Currency/Business Day Matrix within the ISDA Definitions for certain defined currencies);
  - (c) Trade Date (see Section 3.1.1 of the ISDA Definitions for definition);
  - (d) Effective Date (see Section 3.1.2 of the ISDA Definitions for definition);
  - (e) Termination Date (see Section 3.1.3 of the ISDA Definitions for definition);
  - (f) Additional payments/fees:
    - (i) the payer of the additional payments/fees (if any);
    - (ii) the amount of the additional payments/fees (specify zero if none);
  - (g) Business Days (see Section 2.1.1 of the ISDA Definitions for definition);
  - (h) Business Day Convention (see Section 2.3.1 of the ISDA Definitions for definition);
  - (i) Where a Fixed Amount Floating Amount swap:<sup>2</sup>
    - (i) Fixed Amount Payer (see Section 5.1.3 of the ISDA Definitions for definition);

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SwapClear will accept IRS, Basis, OIS or zero coupon swaps with a Notional Amount which for each payment calculation period may remain unchanged, increase or decrease relative to its previous value. The changes in notional can only take place at the calculation period start dates and must be pre-determined at the point of registration. The notional schedule will be applied at the start of the corresponding calculation period, adjusted (or unadjusted) with the calculation period calendar specified in the trade. Notional schedules need not be identical for the two legs of the trade.

If the particulars of an FCM SwapClear Transaction use or refer (or used or referred) to the term "Fixed Rate Payer" or "Floating Rate Payer", then such term shall be considered the equivalent of the term "Fixed Amount Payer" or "Floating Amount Payer", respectively, for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract.

- (ii) Fixed Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
- (iii) Fixed Amount (see Section 5.1.2 of the ISDA Definitions for definition) [or Fixed Rate and Fixed Rate Day Count Fraction] [or Fixed Amount Payer schedule];<sup>3</sup>
- (iv) Floating Amount Payer (see Section 6.1.2 of the ISDA Definitions for definition);
- (v) Floating Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
- (vi) Floating Amount Payer Compounding Dates (if applicable) (see Section 4.9.2 of the ISDA Definitions for definition);
- (vii) Floating Amount (see Section 6.1.3 of the ISDA Definitions for definition);
- (viii) Floating Rate Option (see Section 6.5.1 of the ISDA Definitions for definition);
- (ix) Designated Maturity (see Section 6.7.4 of the ISDA Definitions for definition), if applicable<sup>4</sup>;
- (x) Spread (see Section 6.5.4 of the ISDA Definitions for definition);<sup>5</sup>
- (xi) Reset Dates (see Section 6.5.5 of the ISDA Definitions for definition);
- (xii) Floating Rate Day Count Fraction (see Section 6.5.3 of the ISDA Definitions for definition);
- (j) Where a Floating Amount Floating Amount swap ("basis" swap):6

SwapClear will accept IRS, Basis, OIS or zero coupon variable notional swaps with a Fixed Rate on the fixed leg which for each calculation and/or compounding period may remain unchanged, increase or decrease relative to its previous value.

Please note, in accordance with Section 2.1.3 of Part B of this FCM Product Specific Contract Terms and Eligibility Criteria Manual, FCM SwapClear Transactions that reference certain Designated Maturities, in respect of a Floating Rate Option, are not eligible for clearing with the Clearing House. Such eligible Designated Maturities change from time to time and are specified on the Clearing House website.

SwapClear will accept IRS, Basis, OIS or zero coupon variable notional swaps with a floating rate spread on the floating leg which for each calculation and/or compounding period may remain unchanged, increase or decrease relative to its previous value. The spread can be negative. Where such spread is variable it can be set out in a Spread schedule.

<sup>&</sup>lt;sup>6</sup> If the particulars of an FCM SwapClear Transaction use or refer (or used or referred) to the term "Floating Rate Payer", then such term shall be considered the equivalent of the term "Floating Amount Payer" for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract.

- (i) Floating Amount Payer 1 (see Section 6.1.2 of the ISDA Definitions for definition):
  - (a) Floating Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
  - (b) Floating Amount Payer Compounding Dates, if applicable (see Section 4.9.2 of the ISDA Definitions for definition);
  - (c) Floating Rate Option (see Section 6.5.1 of the ISDA Definitions for definition);
  - (d) Designated Maturity (see Section 6.7.4 of the ISDA Definitions for definition), if applicable;<sup>7</sup>
  - (e) Spread (see Section 6.5.4 of the ISDA Definitions for definition);<sup>8</sup>
  - (f) Reset Dates (see Section 6.5.5 of the ISDA Definitions for definition);
  - (g) Floating Rate Day Count Fraction (see Section 6.5.3 of the ISDA Definitions for definition);
- (ii) Floating Amount Payer 2 (see Section 6.1.2 of the ISDA Definitions for definition):
  - (a) Floating Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
  - (b) Floating Amount Payer Compounding Dates (if applicable) (see Section 4.9.2 of the ISDA Definitions for definition);
  - (c) Floating Rate Option (see Section 6.5.1 of the ISDA Definitions for definition);
  - (d) Designated Maturity (see Section 6.7.4 of the ISDA Definitions for definition), if applicable;<sup>9</sup>

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Please note, in accordance with Section 2.1.3 of Part B of this FCM Product Specific Contract Terms and Eligibility Criteria Manual, FCM SwapClear Transactions that reference certain Designated Maturities, in respect of a Floating Rate Option, are not eligible for clearing with the Clearing House. Such eligible Designated Maturities change from time to time and are specified on the Clearing House website.

SwapClear will accept IRS, Basis, OIS or zero coupon variable notional swaps with a floating rate spread on the floating leg which for each calculation and/or compounding period may remain unchanged, increase or decrease relative to its previous value. The spread can be negative. Where such spread is variable it can be set out in a Spread schedule.

<sup>&</sup>lt;sup>9</sup> Please note, in accordance with Section 2.1.3 of Part B of this FCM Product Specific Contract Terms and Eligibility Criteria Manual, FCM SwapClear Transactions that reference certain Designated Maturities, in respect of a Floating Rate Option, are not eligible for clearing with the Clearing House. Such eligible Designated Maturities change from time to time and are specified on the Clearing House website.

- (e) Spread (see Section 6.5.4 of the ISDA Definitions for definition);<sup>10</sup>
- (f) Reset Dates (see Section 6.5.5 of the ISDA Definitions for definition); and
- (g) Floating Rate Day Count Fraction (see Section 6.5.3 of the ISDA Definitions for definition).

Any FCM SwapClear Contract registered with respect to an FCM SwapClear Transaction which is one of the vanilla interest rate swaps with constant notional principal or the variable notional swaps (including non-deliverable interest rate swaps) described in this Section 2.3 shall constitute an "IRS FCM SwapClear Contract".

- 2.4 The Economic Terms for Forward Rate Agreements comprise:11
  - (a) Notional Amount (see Section 4.4.2 of the ISDA Definitions for definition);
  - (b) currency (see the Currency/Business Day Matrix within the ISDA Definitions for certain defined currencies);
  - (c) Trade Date (see Section 3.1.1 of the ISDA Definitions for definition);
  - (d) Effective Date (see Section 3.1.2 of the ISDA Definitions for definition);
  - (e) Termination Date (see Section 3.1.3 of the ISDA Definitions for definition);
  - (f) Additional payments/fees:
    - (i) the payer of the additional payments/fees (if any);
    - (ii) the amount of the additional payments/fees (specify zero if none).
  - (g) Business Days (see Section 2.1.1 of the ISDA Definitions for definition);
  - (h) Business Day Convention (see Section 2.3.1 of the ISDA Definitions for definition);
  - (i) Fixed Amount Payer (see Section 5.1.3 of the ISDA Definitions for definition);
  - (j) Fixed Amount Payer Payment Dates;
  - (k) Fixed Rate and Fixed Rate Day Count Fraction;

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SwapClear will accept IRS, Basis, OIS or zero coupon variable notional swaps with a floating rate spread on the floating leg which for each calculation and/or compounding period may remain unchanged, increase or decrease relative to its previous value. The spread can be negative. Where such spread is variable it can be set out in a Spread schedule.

If the particulars of an FCM SwapClear Transaction use or refer (or used or referred) to the term "Fixed Rate Payer" or "Floating Rate Payer", then such term shall be considered the equivalent of the term "Fixed Amount Payer" or "Floating Amount Payer", respectively, for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract.

- (l) Floating Amount Payer (see Article 2.2 Section 6.1.2 of the ISDA Definitions);
- (m) Floating Amount Payer Payment Dates;
- (n) Floating Rate Option (see Section 6.5.1 of the ISDA Definitions for definition);
- (o) Designated Maturity (see Section 6.7.4 of the ISDA Definitions for definition), if applicable;<sup>12</sup>
- (p) Spread (see Section 6.5.4 of the ISDA Definitions for definition);
- (q) Reset Dates (see Section 6.5.5 of the ISDA Definitions for definition);
- (r) Floating Rate Day Count Fraction (see Section 6.5.3 of the ISDA Definitions for definition);
- (s) FRA Discounting (see Section 4.7.2 of the ISDA Definitions for definition);
- (t) Discounting Rate (see Section 4.7.3 of the ISDA Definitions for definition);
- (u) Discounting Day Count Fraction (see Section 4.7.4 of the ISDA Definitions for definition); and
- (v) FRA Yield Discounting (see Section 4.7.5 of the ISDA Definitions for definition).

In respect of forward rate agreements either (s) or (v) but not both should be selected.

Any FCM SwapClear Contract registered with respect to an FCM SwapClear Transaction that is one of the forward rate agreements described in this Section 2.4 shall constitute an "IRS FCM SwapClear Contract".

- 2.5 The Economic Terms for vanilla inflation swaps with constant notional principal comprise:
  - (a) Notional Amount (see Section 4.4.2 of the ISDA Definitions for definition);
  - (b) currency (see the Currency/Business Day Matrix within of the ISDA Definitions for certain defined currencies);
  - (c) Trade Date (see Section 3.1.1 of the ISDA Definitions for definition);
  - (d) Effective Date (see Section 3.1.2 of the ISDA Definitions for definition);
  - (e) Termination Date (see Section 3.1.3 of the ISDA Definitions for definition);
  - (f) Additional payments/fees:

<sup>11</sup> 

Please note, in accordance with Section 2.1.3 of Part B of this FCM Product Specific Contract Terms and Eligibility Criteria Manual, FCM SwapClear Transactions that reference certain Designated Maturities, in respect of a Floating Rate Option, are not eligible for clearing with the Clearing House. Such eligible Designated Maturities change from time to time and are specified on the Clearing House website.

- (i) the payer of the additional payments/fees (if any);
- (ii) the amount of the additional payments/fees (specify zero if none);
- (g) Business Days (see Section 2.1.1 of the ISDA Definitions for definition);
- (h) Business Day Convention (see Section 2.3.1 of the ISDA Definitions for definition);
- (i) Where a Fixed Amount Floating Amount swap;<sup>13</sup>
  - (i) Fixed Amount Payer (see Section 5.1.3 of the ISDA Definitions for definition);
    - (a) Fixed Amount Payer Payment Date; on
    - (b) Fixed Amount (see Section 5.1.2 of the ISDA Definitions for definition) [or Fixed Rate and Fixed Rate Day Count Fraction] [or Fixed Amount Payer schedule];
  - (ii) Floating Amount Payer (see Section 6.1.2 of the ISDA Definitions for definition);
    - (a) Floating Amount Payer Payment Date;
    - (b) Index (see Section 1.4 of the ISDA 2008 Inflation Definitions for definition);
    - (c) Index Initial (being the Index level for the specified Reference Month (see Section 1.7 of the ISDA 2008 Inflation Definitions for definition) or the specified Index level);
    - (d) Index Final (being the Index level for the specified Reference Month (see Section 1.7 of the ISDA 2008 Inflation Definitions for definition));
    - (e) Information source (if applicable); and
    - (f) interpolated index (if applicable).

Any FCM SwapClear Contract registered with respect to an FCM SwapClear Transaction that is one of the vanilla inflation swaps described in this Section 2.5 shall constitute an "**Inflation FCM SwapClear Contract**".

#### 2.6 Financial Centers

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If the particulars of an FCM SwapClear Transaction use or refer (or used or referred) to the term "Fixed Rate Payer" or "Floating Rate Payer", then such term shall be considered the equivalent of the term "Fixed Amount Payer" or "Floating Amount Payer", respectively, for the purposes of such FCM SwapClear Transaction and any corresponding FCM SwapClear Contract.

Detail of the relevant financial center(s) must be provided using the appropriate Markitwire/FpML code as set out below:

Financial Center	Markitwire/FpML
Dubai	AEDU
Vienna	ATVI
Melbourne	AUME
Sydney	AUSY
Brussels	BEBR
Manama	BHMA
Brazil	BRBD
Brasilia	BHMA
Montreal	CAMO
Toronto	CATO
Bogota	COBO
Geneva	CHGE
Zurich	CHZU
Santiago	CLSA
Beijing	CNBE
Prague	CZPR
Frankfurt	DEFR
Copenhagen	DKCO
Madrid	ESMA
Helsinki	FIHE
Paris	FRPA
London	GBLO
Athens	GRAT
Hong Kong	НКНК
Budapest	HUBU
Dublin	IEDU
Mumbai	INMU
Reykjavik	ISRE
Tel Aviv	ILTA
Milan	ITMI
Rome	ITRO
Tokyo	JPTO
Seoul	KRSE
Kuwait City	KWKC
Luxemburg	LULU
Mexico City	MXMC
Kuala Lumpur	MYKL
Amsterdam	NLAM
Oslo	NOOS
Auckland	NZAU
Wellington	NZWE
Muscat	OMMU
Lisbon	PLTI
Doha	QADO
Moscow	RUMO
Riyadh	SARI
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Financial Center	Markitwire/FpML	
Stockholm	SEST	
Bangkok	THBA	
Istanbul	TRIS	
Taipei	TWTA	
Chicago	USCH	
Los Angeles	USLA	
New York	USNY	
Target/Euro	EUTA	
Warsaw	PLWA	
Singapore	SGSI	
Johannesburg	ZAJO	

#### 3. Standard Terms

The following terms are designated as Standard Terms of a registered FCM SwapClear Contract:

#### 3.1 Business Days

In addition to the Business Days for the financial centers specified in the Economic Terms, (such Business Days to be determined in accordance with the SwapsMonitor Financial Calendar) the Business Days specified in the calendar published by the Clearing House, from time to time, will apply to an FCM SwapClear Contract.

### 3.2 Negative Interest Rates

The "Fixed Negative Interest Rate Method" as set out in Section 5.5 of the ISDA Definitions, and the "Floating Negative Interest Rate Method" as set out in Section 6.8 of the ISDA Definitions, will apply to an FCM SwapClear Contract.

### 3.3 Withholding Tax Provisions

All payments due under an FCM SwapClear Contract shall be made by the FCM Clearing Member free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the FCM Clearing Member, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Clearing House receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

The Clearing House shall make any payments due to an FCM Clearing Member net of any deduction or withholding for or on account of any tax it is required to make from such payments.

#### 3.4 Payment of Stamp Tax

Each FCM Clearing Member will pay any stamp tax or duty levied or imposed upon it in respect of any FCM SwapClear Contract to which it is a party by a jurisdiction in which it is incorporated, organized, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting is located or by any other jurisdiction, and will indemnify the Clearing House against any stamp tax or duty levied or imposed upon the Clearing House by any such jurisdiction in respect of any FCM SwapClear Contract registered by the Clearing House and to which that FCM Clearing Member is a party.

### 3.5 Payments under an FCM SwapClear Contract

Payments under, and in respect of, an FCM SwapClear Contract shall be calculated by the Clearing House and shall be made by, or to, the FCM Clearing Member in accordance with the provisions of the FCM Procedures.

### 3.6 FCM Regulations

An FCM SwapClear Contract shall be subject to the FCM Regulations and the FCM Procedures, which shall form a part of its terms. In the event of any inconsistency between these FCM SwapClear Contract Terms and the FCM Regulations and the FCM Procedures, the FCM Regulations and the FCM Procedures will prevail.

### 3.7 Governing Law

Each FCM SwapClear Contract shall be governed by and construed in accordance with the laws of the State of New York in the United States of America without regard to principles of conflicts of law and the parties hereby irrevocably agree for the benefit of the Clearing House that (i) the courts of the State of New York, Borough of Manhattan in the United States of America, (ii) the United States District Court for the Southern District of New York, or (iii) the courts of England and Wales shall have exclusive jurisdiction to hear and determine any action or dispute which may arise herefrom. The FCM Clearing Member party hereto irrevocably submits to such jurisdiction and agrees to waive any objection it might otherwise have to such jurisdiction, save that this submission to the exclusive jurisdiction of the courts of the State of New York, Borough of Manhattan in the United States of America, the United States District Court for the Southern District of New York or the courts of England and Wales shall not (and shall not be construed so as to) limit the right of the Clearing House to take proceedings in any other court of competent jurisdiction, nor shall the taking of action in one or more jurisdictions preclude the Clearing House from taking action in any other jurisdiction, whether concurrently or not.

### 3.8 Third Party Rights

A person who is not a party to this FCM SwapClear Contract shall have no rights under or in respect of it. Rights of third parties to enforce any terms of this FCM SwapClear Contract are expressly excluded.

### 3.9 Effective Date – Standard Coupon Inflation Swaps

In the event an FCM SwapClear Transaction that is a standard coupon inflation swap is presented for registration with an inflation leg Effective Date that is not the first Business Day of the relevant Reference Month, the Clearing House shall register such FCM SwapClear Transaction as an FCM SwapClear Contract with an inflation leg Effective Date that is the first Business Day of the relevant Reference Month.

# PART B PRODUCT ELIGIBILITY CRITERIA FOR REGISTRATION OF AN FCM SWAPCLEAR CONTRACT

### 1. FCM SwapClear Transaction

Without prejudice to the FCM Regulations and the FCM Procedures, the Clearing House will only register an FCM SwapClear Contract pursuant to receipt of particulars of a transaction where at the time of the particulars being presented:

- (a) the transaction meets the FCM SwapClear Product Eligibility Criteria for registration as an FCM SwapClear Transaction; and
- (b) each party to the transaction is an Executing Party; and the requirements of (a) and (b) continue to be satisfied at Registration Time.

### 1.1 FCM SwapClear Product Eligibility Criteria for an FCM SwapClear Transaction

(a) Vanilla interest rate swaps and notional interest rate swaps having the characteristics set out in the table below:

Instrument	Currency	<u>Leg 1</u>	<u>Leg 2</u>	Variable Notional	Maximum Tenor	Notional Amount
Interest rate swap	GBP	Fixed	GBP-LIBOR-BBA	No	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	GBP	Fixed	GBP-LIBOR	No	18,675 days	0.01- 99,999,999,999.99
OIS	GBP	Fixed	GBP-SONIA- COMPOUND	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	GBP	Fixed	GBP-SONIA-OIS Compound	Yes	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	USD	Fixed	USD-LIBOR-BBA	Yes	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	USD	Fixed	USD-LIBOR	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	USD	Fixed	USD-SOFR-COMPOUND	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	USD	Fixed	USD-SOFR-OIS Compound	Yes	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-LIBOR- BBA	USD-LIBOR-BBA	Yes	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-LIBOR	USD-LIBOR	Yes	18,675 days	0.01- 99,999,999,999.99

Interest rate swap	USD	Fixed	USD-BSBY <sup>14</sup>	Yes	4,050 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-LIBOR- BBA	USD-SOFR-COMPOUND	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-LIBOR	USD-SOFR-OIS Compound	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD- FEDERAL FUNDS-H.15	USD-LIBOR-BBA	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-Federal Funds	USD-LIBOR	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD- FEDERAL FUNDS-H.15- OIS- COMPOUND	USD-SOFR-COMPOUND	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-Federal Funds-OIS Compound	USD-SOFR-OIS Compound	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>15</sup>	USD-SOFR-COMPOUND	No	4,050 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>16</sup>	USD-SOFR-OIS Compound	No	4,050 days	0.01- 99,999,999,999.99
Basis swap	USD	USD-BSBY	USD-BSBY <sup>17</sup>	No	4,050 days	0.01- 99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds H.15- OIS-COMPOUND	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds-OIS Compound	Yes	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR	Yes	18,675 days	0.01- 99,999,999,999.99

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<sup>15</sup> Ibid footnote 14.

<sup>&</sup>lt;sup>16</sup> Ibid footnote 14.

<sup>&</sup>lt;sup>17</sup> Ibid footnote 14.

Basis swap	EUR	EUR- EURIBOR- Reuters	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01- 99,999,999,999.99
Basis swap	EUR	EUR- EURIBOR	EUR-EURIBOR	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR- COMPOUND	Yes	18,675 days	0.01- 99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR-OIS Compound	Yes	18,675 days	0.01- 99,999,999,999.99
Basis swap	EUR	EUR- EURIBOR- Reuters	EUR-EuroSTR- COMPOUND	No	18,675 days	0.01- 99,999,999,999.99
Basis swap	EUR	EUR- EURIBOR	EUR-EuroSTR-OIS Compound	No	18,675 days	0.01- 99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBR-BBSW	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBSW	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	AUD	AUD-BBR- BBSW	AUD-BBR-BBSW	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	AUD	AUD-BBSW	AUD-BBSW	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	AUD	AUD-AONIA- OIS- COMPOUND	AUD-BBR-BBSW	No	11,375 days	0.01- 99,999,999,999.99
Basis swap	AUD	AUD-AONIA- OIS Compound	AUD-BBSW	No	11,375 days	0.01- 99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS- COMPOUND	Yes	11,375 days	0.01- 99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS Compound	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-BA-CDOR	Yes	15,025 days	0.01- 99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-CDOR	Yes	15,025 days	0.01- 99,999,999,999.99
Basis swap	CAD	CAD-BA- CDOR	CAD-BA-CDOR	Yes	15,025 days	0.01- 99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CDOR	Yes	15,025 days	0.01- 99,999,999,999.99
Basis swap	CAD	CAD-BA- CDOR	CAD-CORRA-OIS- COMPOUND	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CORRA-OIS Compound	Yes	11,375 days	0.01- 99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS- COMPOUND	Yes	11,375 days	0.01- 99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS Compound	Yes	11,375 days	0.01- 99,999,999,999.99

CZK	Fixed	CZK-PRIBOR-PRBO	Yes	<u>5,875</u> 4 <del>,050</del> days	0.01- 99,999,999,999.99
CZK	Fixed	CZK-PRIBOR	Yes	<u>5,875</u> 4 <del>,050</del> days	0.01- 99,999,999,999.99
CZK	CZK-PRIBOR- PRBO	CZK-PRIBOR-PRBO	Yes	<u>5,875</u> 4 <del>,050</del> days	0.01- 99,999,999,999.99
CZK	CZK-PRIBOR	CZK-PRIBOR	Yes	<u>5,875</u> 4 <del>,050</del> days	0.01- 99,999,999,999.99
DKK	Fixed	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	Fixed	DKK-CIBOR	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	Fixed	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	Fixed	DKK-CIBOR2	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	DKK-CIBOR- DKNA13	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	DKK-CIBOR	DKK-CIBOR	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	DKK-CIBOR2- DKNA13	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01- 99,999,999,999.99
DKK	DKK-CIBOR2	DKK-CIBOR2	Yes	11,375 days	0.01- 99,999,999,999.99
HKD	Fixed	HKD-HIBOR-HKAB	Yes	4,050 days	0.01- 99,999,999,999.99
HKD	Fixed	HKD-HIBOR	Yes	4,050 days	0.01- 99,999,999,999.99
HKD	Fixed	HKD-HIBOR-ISDC	Yes	4,050 days	0.01- 99,999,999,999.99
HKD	<u>Fixed</u>	HKD-HONIX-OIS- COMPOUND	Yes	4,050 days	<u>0.01-</u> 99,999,999,999.99
<u>HKD</u>	<u>Fixed</u>	HKD-HONIA-OIS Compound	Yes	4,050 days	<u>0.01-</u> 99,999,999,999.99
HKD	HKD-HIBOR- HKAB	HKD-HIBOR-HKAB	Yes	4,050 days	0.01- 99,999,999,999.99
HKD	HKD-HIBOR	HKD-HIBOR	Yes	4,050 days	0.01- 99,999,999,999.99
HKD	HKD-HIBOR- ISDC	HKD-HIBOR-ISDC	Yes	4,050 days	0.01- 99,999,999,999.99
<u>HKD</u>	HKD-HONIX- OIS- COMPOUND	HKD-HIBOR-HKAB	Yes	4,050 days	<u>0.01-</u> 99,999,999,999.99
HKD	HKD-HONIA- OIS Compound	HKD-HIBOR	Yes	4,050 days	<u>0.01-</u> 99,999,999,999.99
HUF	Fixed	HUF-BUBOR-Reuters	Yes	7,700 days	1-10,000,000,000,000
	CZK  CZK  CZK  DKK  DKK  DKK  DKK  DKK	CZK         Fixed           CZK         CZK-PRIBOR-PRBO           CZK         CZK-PRIBOR           DKK         Fixed           DKK         Fixed           DKK         Fixed           DKK         DKK-CIBOR-DKNAI3           DKK         DKK-CIBOR2-DKNAI3           DKK         DKK-CIBOR2-DKNAI3           DKK         DKK-CIBOR2-DKNAI3           DKK         DKK-CIBOR2-DKNAI3           DKK         DFIXED           HKD         Fixed           HKD         Fixed           HKD         Fixed           HKD         Fixed           HKD         HIBOR-HIBOR-HIBOR-HIBOR-HIBOR-LISDC           HKD         HKD-HIBOR-HIBOR-LISDC           HKD         HKD-HONIX-COMPOUND           HKD         HKD-HONIX-COMPOUND           HKD         HKD-HONIX-COMPOUND	CZK         Fixed         CZK-PRIBOR           CZK         CZK-PRIBOR-PRBO         CZK-PRIBOR-PRBO           CZK         CZK-PRIBOR         CZK-PRIBOR           DKK         Fixed         DKK-CIBOR-DKNA13           DKK         Fixed         DKK-CIBOR-DKNA13           DKK         Fixed         DKK-CIBOR2-DKNA13           DKK         DKK-CIBOR         DKK-CIBOR2           DKK         DKK-CIBOR         DKK-CIBOR           DKK         DKK-CIBOR2-DKNA13         DKK-CIBOR2-DKNA13           DKK-CIBOR2-DKNA13         DKK-CIBOR2-DKNA13         DKK-CIBOR2-DKNA13           HKD         Fixe	CZK         Fixed         CZK-PRIBOR         Yes           CZK         CZK-PRIBOR-PRBO         Yes           CZK         CZK-PRIBOR         CZK-PRIBOR         Yes           DKK         Fixed         DKK-CIBOR-DKNA13         Yes           DKK         Fixed         DKK-CIBOR2-DKNA13         Yes           DKK         Fixed         DKK-CIBOR2-DKNA13         Yes           DKK         DKK-CIBOR-DKNA13         Yes           HKD         Fixed         HKD-HIBOR-HKAB         Yes           HKD         Fixed         HKD-HIBOR-HKAB         Yes           HKD         Fixed         HKD-HONIA-OIS-COMPOUND         Yes           HKD         HKD-HIBOR-HKAB         Yes           HKD         HKD-HIBOR-HKAB         Yes           HKD         HKD-HIBOR-HKAB	CZK Fixed CZK-PRIBOR Yes 5.8754,050 days  CZK CZK-PRIBOR-PRBO Yes 5.8754,050 days  CZK CZK-PRIBOR CZK-PRIBOR Yes 5.8754,050 days  DKK Fixed DKK-CIBOR-DKNA13 Yes 11,375 days  DKK Fixed DKK-CIBOR-DKNA13 Yes 11,375 days  DKK Fixed DKK-CIBOR2-DKNA13 Yes 11,375 days  DKK Fixed DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR2 DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR3 DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR3 DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR3 DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR2 DKK-CIBOR2 Yes 11,375 days  DKK DKK-CIBOR2 DKK-CIBOR2 Yes 11,375 days  HKD Fixed HKD-HIBOR-HKAB Yes 4,050 days  HKD Fixed HKD-HIBOR Yes 4,050 days  HKD Fixed HKD-HIBOR-HKAB Yes 4,050 days  HKD Fixed HKD-HIBOR-HKAB Yes 4,050 days  HKD Fixed HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR Yes 4,050 days  HKD HKD-HIBOR HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HONIX- OIS- COMPOUND HKD-HIBOR-HKAB Yes 4,050 days  HKD HKD-HONIX- OIS- COMPOUND HKD-HIBOR Yes 4,050 days  HKD HKD-HONIX- OIS- COMPOUND HKD-HIBOR Yes 4,050 days  HKD-HONIX- OIS- COMPOUND HKD-HIBOR Yes 4,050 days

Interest rate swap	HUF	Fixed	HUF-BUBOR	Yes	7,700 days	1-10,000,000,000,000
swap						
Basis swap	HUF	HUF-BUBOR- Reuters	HUF-BUBOR-Reuters	Yes	4,050 days	1-10,000,000,000,000
Basis swap	HUF	HUF-BUBOR	HUF-BUBOR	Yes	4,050 days	1-10,000,000,000,000
Interest rate swap	ILS	Fixed	ILS-TELBOR01-Reuters	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	ILS	Fixed	ILS-TELBOR	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	JPY	Fixed	JPY-LIBOR-BBA	No	15,025 days	1-10,000,000,000,000
Interest rate swap	JPY	Fixed	JPY-LIBOR	No	15,025 days	1-10,000,000,000,000
OIS	JPY	Fixed	JPY-TONA-OIS- COMPOUND	Yes	15,025 days	1-10,000,000,000,000
OIS	JPY	Fixed	JPY-TONA-OIS Compound	Yes	15,025 days	1-10,000,000,000,000
Interest rate swap	MXN	Fixed	MXN-TIIE-Banxico	No	7,700 days	0.01- 99,999,999,999
Interest rate swap	MXN	Fixed	MXN-TIIE	No	7,700 days	0.01- 99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-OIBOR	Yes	5,875 days	0.01- 99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR	Yes	5,875 days	0.01- 99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-NIBR	Yes	5,875 days	0.01- 99,999,999,999.99
Basis swap	NOK	NOK-NIBOR- NIBR	NOK-NIBOR-NIBR	Yes	5,875 days	0.01- 99,999,999,999.99
Basis swap	NOK	NOK-NIBOR- OIBOR	NOK-NIBOR-OIBOR	Yes	5,875 days	0.01- 99,999,999,999.99
Basis swap	NOK	NOK-NIBOR	NOK-NIBOR	Yes	5,875 days	0.01- 99,999,999,999.99
OIS	<u>NOK</u>	<u>Fixed</u>	NOK-NOWA-OIS Compound	Yes	<u>5,875 days</u>	<u>0.01-</u> 99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BBR-FRA	Yes	11,375 7,700 days	0.01- 99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BKBM FRA	Yes	11,375 7,700 days	0.01- 99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONIA-OIS- COMPOUND	Yes	4,050 days	0.01- 99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONA-OIS Compound	Yes	4,050 days	0.01- 99,999,999,999.99
Basis swap	NZD	NZD-BBR- FRA	NZD-NZIONIA-OIS- COMPOUND	No	4,050 days	0.01- 99,999,999,999.99

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Basis swap	NZD	NZD-BKBM FRA	NZD-NZIONA-OIS Compound	No	4,050 days	0.01- 99,999,999,999.99
Basis swap	NZD	NZD-BBR- FRA	NZD-BBR-FRA	Yes	11,375 7,700 days	0.01- 99,999,999,999.99
Basis swap	NZD	NZD-BKBM FRA	NZD-BKBM FRA	Yes	<u>11,375</u> <del>7,700</del> days	0.01- 99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-Reuters	Yes	7,700 days	0.01- 99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-VWAP	Yes	7,700 days	0.01- 99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR	Yes	7,700 days	0.01- 99,999,999,999.99
Basis swap	SGD	SGD-SOR- Reuters	SGD-SOR-Reuters	Yes	7,700 days	0.01- 99,999,999,999.99
Basis swap	SGD	SGD-SOR- VWAP	SGD-SOR-VWAP	Yes	7,700 days	0.01- 99,999,999,999.99
Basis swap	SGD	SGD-SOR	SGD-SOR	Yes	7,700 days	0.01- 99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-COMPOUND	Yes	7,700 days	0.01- 99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-OIS Compound	Yes	7,700 days	0.01- 99,999,999,999.99
Basis swap	SGD	SGD-SORA- COMPOUND	SGD-SOR-VWAP	No	7,700 days	0.01- 99,999,999,999.99
Basis swap	SGD	SGD-SORA- OIS Compound	SGD-SOR	No	7,700 days	0.01- 99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR-SIDE	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	SEK	SEK-STIBOR- SIDE	SEK-STIBOR-SIDE	Yes	11,375 days	0.01- 99,999,999,999.99
Basis swap	SEK	SEK-STIBOR	SEK-STIBOR	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	CHF	Fixed	CHF-LIBOR-BBA	No	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	CHF	Fixed	CHF-LIBOR	No	11,375 days	0.01- 99,999,999,999.99
OIS	CHF	Fixed	CHF-SARON- OISCOMPOUND	Yes	11,375 days	0.01- 99,999,999,999.99
OIS	CHF	Fixed	CHF-SARON-OIS Compound	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR-WIBO	Yes	5,875 days	0.01- 99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR	Yes	5,875 days	0.01- 99,999,999,999.99

Basis swap	PLN	PLN-WIBOR- WIBO	PLN-WIBOR-WIBO	Yes	5,875 days	0.01- 99,999,999,999.99
Basis swap	PLN	PLN-WIBOR	PLN-WIBOR	Yes	5,875 days	0.01- 99,999,999,999.99
Interest rate swap	ZAR	Fixed	ZAR-JIBAR-SAFEX	Yes	11,375 days	0.01- 99,999,999,999.99
Interest rate swap	ZAR	Fixed	ZAR-JIBAR	Yes	11,375 days	0.01- 99,999,999,999.99

## (b) Forward interest rate agreements having the characteristics set out in the table below:

Instrument	Currency	Leg 1	<u>Leg 2</u>	Maximum Tenor	Notional Amount
FRA	CZK	Fixed	CZK-PRIBOR-PRBO	1,225 days	0.01-99,999,999,999.99
FRA	CZK	Fixed	CZK-PRIBOR	1,225 days	0.01-99,999,999,999.99
FRA	DKK	Fixed	DKK-CIBOR2-DKNA13	1,225 days	0.01-99,999,999,999.99
FRA	DKK	Fixed	DKK-CIBOR2	1,225 days	0.01-99,999,999,999.99
FRA	EUR	Fixed	EUR-EURIBOR-Reuters	1,225 days	0.01-99,999,999,999.99
FRA	EUR	Fixed	EUR-EURIBOR	1,225 days	0.01-99,999,999,999.99
FRA	HUF	Fixed	HUF-BUBOR-Reuters	1,225 days	0.01-99,999,999,999.99
FRA	HUF	Fixed	HUF-BUBOR	1,225 days	0.01-99,999,999,999.99
FRA	ILS	Fixed	ILS-TELBOR01-Reuters	1,225 days	0.01-99,999,999,999.99
FRA	ILS	Fixed	ILS-TELBOR	1,225 days	0.01-99,999,999,999.99
FRA	NOK	Fixed	NOK-NIBOR-NIBR	1, 225 days	0.01-99,999,999,999.99
FRA	NOK	Fixed	NOK-NIBOR-OIBOR	1, 225 days	0.01-99,999,999,999.99
FRA	NOK	Fixed	NOK-NIBOR	1, 225 days	0.01-99,999,999,999.99
FRA	PLN	Fixed	PLN-WIBOR-WIBO	1, 225 days	0.01-99,999,999,999.99
FRA	PLN	Fixed	PLN-WIBOR	1, 225 days	0.01-99,999,999,999.99
FRA	SEK	Fixed	SEK-STIBOR-SIDE	1, 225 days	0.01-99,999,999,999.99

FRA	SEK	Fixed	SEK-STIBOR	1, 225 days	0.01-99,999,999,999.99
FRA	USD	Fixed	USD-LIBOR-BBA	1, 225 days	0.01-99,999,999,999.99
FRA	USD	Fixed	USD-LIBOR	1, 225 days	0.01-99,999,999,999.99

(c) Inflation rate swaps with constant notional principal having the characteristics set out in the table below:

Instrument	Currency	Leg 1	Leg 2	Maximum Tenor	Notional Amount
Zero coupon inflation indexed swap	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap <sup>18</sup>	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99

(d) Non-deliverable interest rate swaps having the characteristics set out in the table below:

Instrument	Currency	Leg 1	Leg 2	<u>Variable</u> <u>Notional</u>	Maximum Tenor	Notional Amount
Interest rate swap	BRL	Fixed	BRL-CDI	No	4,050 days	0.01- 99,999,999,999.99

 $<sup>^{18}</sup>$  A "standard coupon inflation swap" is an inflation vs. fixed swap, which pays out regular coupons on both legs of the swap.

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OIS	CLP	Fixed	CLP-TNA	No	5,700 days	1.0- 10,000,000,000,000
OIS	CLP	Fixed	CLP-ICP	No	5,700 days	1.0- 10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS- COMPOUND	No	5,700 days	1.0- 10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS Compound	No	5,700 days	1.0- 10,000,000,000,000
Interest rate swap	KRW	Fixed	KRW-CD-KSDA- BLOOMBERG	No	7,700 days	1.0- 10,000,000,000,000
Interest rate swap	KRW	Fixed	KRW-CD 91D	No	7,700 days	1.0- 10,000,000,000,000
OIS	INR	Fixed	INR-FBIL-MIBOR- OIS-COMPOUND	No	4,050 days	0.01- 99,999,999,999.99
OIS	INR	Fixed	INR-MIBOR-OIS Compound	No	4,050 days	0.01- 99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY- CNREPOFIX=CFXS- REUTERS	No	2,025 days	0.01- 99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY-Fixing Repo Rate	No	2,025 days	0.01- 99,999,999,999.99
Interest rate swap	THB	Fixed	THB-THBFIX- REUTERS	No	4,050 days	0.01- 99,999,999,999.99
Interest rate swap	THB	Fixed	тнв-тнвгіх	No	4,050 days	0.01- 99,999,999,999.99
OIS	THB	<u>Fixed</u>	THB-THOR- COMPOUND	<u>No</u>	<u>4,050 days</u>	<u>0.01-</u> 99,999,999,999.99
OIS	THB	<u>Fixed</u>	THB-THOR-OIS Compound	<u>No</u>	4,050 days	<u>0.01-</u> 99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR- REUTERS	No	4,050 days	0.01- 99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR	No	4,050 days	0.01- 99,999,999,999.99

### 2. Additional FCM SwapClear Product Eligibility Criteria

2.1 An FCM SwapClear Transaction must also meet the following additional criteria to be eligible or clearing with the Clearing House:

### (a) Day Count Fractions

(See Section 4.6 of the ISDA Definitions for definition)

(i) The Clearing House will only accept the following Day Count Fractions for vanilla interest rate swaps with constant notional principal and variable notional swaps. Day Count Fractions are applied to each deal leg independently, as communicated via the affirmed trade details.

<b>Day Count Fraction</b>	MarkitWire/FpML Code
30/360 (or Bond Basis)	30/360
30E/360 (or Eurobond Basis)	30E/360
Actual/360	ACT/360
Actual/365 (Fixed)	ACT/365.FIXED
Actual/Actual	ACT/365.ISDA
Actual/Actual	ACT/ACT.ISDA
30E/360 (ISDA)	30E/360.ISDA
Actual/Actual (ICMA)	ACT/ACT.ICMA

The Clearing House will only accept the following Day Count Fractions for Forward Rate Agreements. Day Count Fractions are applied to each deal leg independently, as communicated via the affirmed trade details.

Day Count Fraction	MarkitWire/FpML Code	Currency
Actual/365 (Fixed)	ACT/365.FIXED	CAD, AUD, NZD, PLN, ZAR, GBP
Actual/360	ACT/360	USD, EUR, CHF, DKK, JPY, NOK, SEK, CZK, HUF

<b>Day Count Fraction</b>	SWIFT Code
Actual/365 (Fixed)	AFI/365
Actual/360	ACT/360
30/360,360/360, Bond Basis	360/360
30E/360	30E/360

### (b) Business Day Conventions

The Business Day Convention specified in the Economic Terms must be one of the following:

- (i) "Following" or "Following Business Day Convention" (see Section 2.3.2 of the ISDA Definitions for definition);
- (ii) "Modified Following" or "Modified Following Business Day Convention" (see Section 2.3.3 of the ISDA Definitions for definition); or
- (iii) "Preceding" or "Preceding Business Day Convention" (see Section 2.3.4 of the ISDA Definitions for definition).

For inflation swaps and vanilla interest rate swaps with constant notional principal SwapClear does not support trades where a different business day convention is used for:

- (i) fixed period end dates and the termination date; or
- (ii) float period end dates and the termination date.

### (c) Minimum Residual Term, Designated Maturity and Calculation Periods

An FCM SwapClear Transaction must also meet the additional criteria that is specified on the Clearing House website, in respect of a minimum residual term of the transaction, designated maturities and calculation periods, to be eligible for clearing with the Clearing House.

### (d) Up-Front Fees – Eligibility of FCM SwapClear Transactions

Any up-front fees due under an FCM SwapClear Transaction will form part of the first Variation Margin payment made in connection with such FCM SwapClear Transaction.

FCM SwapClear Transactions with respect to which an FCM Client or an Affiliate is an Executing Party and which are denominated in a One-Day Currency where the up-front fee is due to settle on the day of registration are not eligible for clearing.

FCM SwapClear Transactions with respect to which an FCM Client or an Affiliate is an Executing Party and which are denominated in a Two-Day Currency where the up-front fee is due to settle on the day of registration, or the day following registration, are not eligible for clearing.

A Backloaded Trade will not be eligible for clearing and will be rejected upon presentation in the event that it is presented after a Backload Registration Cycle and as a result would not be 'parked' for registration until the following Business Day and as a result of being 'parked' it would no longer be eligible for clearing under these criteria.

For the purposes of this paragraph (f):

- "One-Day Currency" means GBP, USD, CAD, MXN or EUR; and
- "Two-Day Currency" means any other eligible currency.

## SCHEDULE 2 [RESERVED]

### PART A [RESERVED]

### PART B [RESERVED]

### SCHEDULE 3 FCM FOREXCLEAR

### PART A FCM FOREXCLEAR NDF CONTRACT TERMS

The terms of a registered FCM ForexClear NDF Contract shall include these FCM ForexClear NDF Contract Terms which shall comprise:

### Interpretation;

- (1) Economic Terms; and
- (2) Standard Terms, being both the:
  - A. Specific Standard Terms; and
  - B. General Standard Terms

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail.

Subject to the FCM Regulations and the FCM Procedures, the Clearing House will use the FCM ForexClear NDF Contract Terms applicable to an FCM ForexClear NDF Contract to calculate the amounts due under the FCM ForexClear NDF Contract to, or from, the Clearing House in accordance with the FCM Procedures.

- 1. **Interpretation ("Interpretation")**
- 1.1 "**ISDA Definitions**" means the 1998 FX and Currency Options Definitions (including Annex A thereto) as published by ISDA, EMTA and FXC, and the same are incorporated by reference herein.
- 1.2 "FXC" means the Foreign Exchange Committee or any successor entity
- 1.3 "ISDA" means International Swaps and Derivatives Association, Inc. or any successor entity.
- 1.4 Words and expressions used in these FCM ForexClear NDF Contract NDF Terms which are not defined herein shall have the meanings given to them in the FCM Regulations and the FCM Procedures, unless expressly provided otherwise. Words and expressions used in these FCM ForexClear NDF Contract NDF Terms which are not defined in the FCM Regulations and the FCM Procedures but which are defined in the ISDA Definitions shall have the meanings given to them in the ISDA Definitions, unless expressly provided otherwise.
- 1.5 In the event of an inconsistency, the FCM Regulations and the FCM Procedures will prevail over the ISDA Definitions.
- 1.6 References in the ISDA Definitions to an "**FX Transaction**" shall be deemed to be references to an "**FCM ForexClear NDF Transaction**" for the purposes of the FCM ForexClear Service.

- 1.7 Except where expressly stated otherwise, all reference to "**Sections**" means Sections in the ISDA Definitions.
- 1.8 In relation to any amendment to the ISDA Definitions published from time to time by ISDA, EMTA and FXC, the Clearing House may from time to time, by notice delivered to the FCM ForexClear Clearing Members, give directions as to whether such amendment shall apply to FCM ForexClear Contracts with immediate effect or with such deferred effect as the Clearing House shall determine (**provided that** in any event any such amendment shall only apply in relation to FCM ForexClear Contracts that have a Trade Date that falls on or after the effective date of such amendment).
- 1.9 Any such notice may provide that despite the application of any such amendment to the ISDA Definitions to FCM ForexClear Contracts going forward, these FCM ForexClear Contracts shall continue, for the purpose of margining, valuation, set-off or otherwise, to be regarded as fully fungible with FCM ForexClear Contracts registered in an FCM ForexClear Clearing Member's name prior to the time such amendment comes into effect.
- 1.10 The accidental omission to give notice under this provision to, or the non-receipt of notice under paragraphs 1.8 or 1.9 above by, any FCM ForexClear Clearing Member shall not invalidate the amendment with which the notice is concerned.
- 1.11 In relation to any amendment by EMTA to an EMTA Template, the Clearing House may from time to time, by notice to FCM ForexClear Clearing Members, give directions that such amendment shall apply in respect of, and to, FCM ForexClear NDF Contracts that arise from a FCM ForexClear NDF Transaction with a Trade Date that falls before the effective date of such amendment.

### 2. **Economic Terms**

- 2.1 The Economic Terms of an FCM ForexClear NDF Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding FCM ForexClear Transaction.
- 2.2 The particulars of an FCM ForexClear Transaction presented to the Clearing House must include matched information in respect of the following Economic Terms which are not predetermined in the EMTA Templates or Non-EMTA NDF Contract Templates, where applicable:
  - (1) Trade Date (Section 1.25)
  - (2) Forward Rate (Section 2.1(a))
  - (3) Reference Currency Notional Amount (Section 1.21) or Notional Amount (Section 1.17(b)) in USD
  - (4) Reference Currency Buyer (Section 1.20)
  - (5) Reference Currency Seller (Section 1.22)

- (6) scheduled Settlement Date (Section 1.24) (where applicable, without prejudice to the adjustments set out in the relevant EMTA Template or Non-EMTA NDF Contract Template)
- (7) scheduled Valuation Date (Section 1.16(f)) (where applicable, without prejudice to the adjustments set out in the relevant EMTA Template or Non-EMTA NDF Contract Template).
- 2.3 However, as set out more particularly in FCM Regulation 38, where the FCM ForexClear Transaction specifies an FCM ForexClear Clearing Member as the Reference Currency Seller, with the other FCM ForexClear Member as the Reference Currency Buyer, the Clearing House, in respect of each FCM ForexClear NDF Contract to which it is party pursuant to the corresponding FCM ForexClear Transaction, shall be (i) the Reference Currency Buyer; and (ii) the Reference Currency Seller under such FCM ForexClear Contract, respectively.
- 3. Specific Standard Terms ("Specific Standard Terms")

The following terms are designated as Specific Standard Terms of a registered FCM ForexClear Contract:

- 3.1 The EMTA Template or Non-EMTA NDF Contract Template appropriate to the particular Currency Pair is incorporated by reference into these FCM ForexClear NDF Contract Terms, as amended herein, and governs the terms of an FCM ForexClear NDF Contract relating to a given Currency Pair together with, and subject to, the Economic Terms set out in Clause 2 above, and the Specific Standard Terms and the General Standard Terms set out in Clause 4 or Clause 5 below, as applicable. For the avoidance of doubt, each EMTA Template shall be deemed to exclude the EMTA Template Terms for Non-Deliverable Cross-Currency FX Transactions published by EMTA on 31 May 2011.
- 3.2 In the format "Reference Currency Settlement Currency", the Currency Pairs are
  - (1) BRL-USD
  - (2) CLP-USD
  - (3) CNY-USD
  - (4) INR-USD
  - (5) KRW-USD
  - (6) RUB-USD
  - (7) COP-USD
  - (8) IDR-USD
  - (9) MYR-USD
  - (10) PHP-USD

- (11) TWD-USD
- (12) PEN-USD
- (13) EUR-USD
- (14) GBP-USD
- (15) AUD-USD
- (16) CHF-USD
- (17) JPY-USD
- (18) DKK-USD
- (19) NOK-USD
- (20) SEK-USD
- (21) MXN-USD
- (22) CAD-USD
- (23) SGD-USD
- (24) ZAR-USD
- (25) NZD-USD
- (26) HKD-USD
- 3.3 Where applicable, certain Specific Standard Terms of each FCM ForexClear NDF Contract are not provided in the EMTA Templates, but the parties to the corresponding FCM ForexClear Transaction will be required to accept the Specific Standard Terms set out below in each FCM ForexClear Contract:
  - (1) Date of Annex A (Section 4.2):

Annex A to the ISDA Definitions is incorporated as amended as at the Trade Date.

(2) Reference Currency (Section 1.19):

To be determined by using the EMTA Template or Non-EMTA NDF Contract Template appropriate to the particular Currency Pair.

Calculation Agent (Section 1.3):

- (3) The Clearing House is the Calculation Agent.
- 3.4 If the terms of an EMTA Template conflict with these FCM ForexClear NDF Contract Terms, these FCM ForexClear NDF Contract Terms shall prevail. If the terms of an

EMTA Template conflict with the ISDA Definitions, the terms of the EMTA Template shall prevail.

### 4. General Standard Terms ("General Standard Terms")

The following terms are designated as General Standard Terms of a registered FCM ForexClear Contract:

### 4.1 Business Days

For the purposes of determining the Settlement Date and the Valuation Date only, in addition to the Business Days for the Principal Financial Centers for the Currency Pair specified in the relevant Economic Terms, the Business Days specified in the Swaps Monitor Financial Calendar as published by Swaps Monitor Publications, Inc. (as further detailed in the FCM Procedures) from time to time, will apply to an FCM ForexClear Contract, except where the Clearing House notifies FXCCMs otherwise in accordance with section 2.2.8(k) (*Reference Data*) of the FCM Procedures.

### 4.2 Withholding Tax Provisions

- 4.2.1 All payments due under an FCM ForexClear NDF Contract shall be made by the FCM ForexClear Clearing Member free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the FCM ForexClear Clearing Member, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Clearing House receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.
- 4.2.2 All payments due under an FCM ForexClear NDF Contract shall be made by the Clearing House free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the Clearing House, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the FCM ForexClear Clearing Member receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

### 4.3 Payment of Stamp Tax

Each FCM ForexClear Clearing Member will pay any Stamp Tax or duty levied or imposed upon it in respect of any FCM ForexClear NDF Contract to which it is a party by a jurisdiction in which it is incorporated, organized, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting is located or by any other jurisdiction, and will indemnify the Clearing House against any stamp tax or duty levied or imposed upon the Clearing House by any such jurisdiction in respect of any FCM ForexClear NDF Contract registered by the Clearing House and to which that FCM ForexClear Clearing Member is a party.

### 4.4 Discontinuation of a Settlement Rate Option

- (a) If:
  - (i) the administrator of a benchmark that is a Settlement Rate Option has publicly announced that it will discontinue publication of the benchmark ("**Discontinued Rate**"); and
  - (ii) ISDA has published a "Multilateral Amendment Agreement" to amend certain transactions to use an alternative benchmark ("**Substitute Rate**") in the lieu of the Discontinued Rate on and from a specified date ("**Effective Date**"),

then, in respect of an FCM ForexClear NDF Contract in respect of which a settlement rate has not been determined as at the Effective Date and which references the Discontinued Rate ("Affected FCM ForexClear Contract"), the Clearing House may, by written notice to all FCM ForexClear Clearing Members, amend the Settlement Rate Option of each Affected FCM ForexClear NDF Contract to reference the Substitute Rate with effect on and from the Effective Date and specify such incidental amendments to the Affected FCM ForexClear NDF Contract as may be required.

The terms "ISDA", "Settlement Rate Option" and "Valuation Date" have the meanings given to them by the FCM ForexClear NDF Contract Terms.

(b) The accidental omission to give notice under this provision to, or the non-receipt of notice by, any FCM ForexClear Clearing Member shall not invalidate the amendment with which the notice is concerned.

### 4.5 Payments under an FCM ForexClear Contract

Payments under, and in respect of, an FCM ForexClear NDF Contract shall be calculated by the Clearing House and shall be made by, or to, the FCM ForexClear Clearing Member in accordance with the provisions of the FCM Procedures.

### 4.6 FCM Regulations

An FCM ForexClear NDF Contract shall be subject to the FCM Regulations and the FCM Procedures, which shall form a part of its terms. In the event of any inconsistency between these FCM ForexClear NDF Contract Terms and the FCM Regulations and/or the FCM Procedures, the FCM Regulations and the FCM Procedures will prevail.

### 4.7 Governing Law

Each FCM ForexClear Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the State of New York in the United States of America without regard to principles of conflicts of laws and the parties hereby irrevocably agree for the benefit of the Clearing House that (i) the courts of the State of New York, Borough of Manhattan in the United States of Americas, (ii) the United States District Court for the Southern District of New York, or (iii) the courts of England and Wales shall have exclusive jurisdiction to hear and determine any action or dispute which may arise herefrom. The

FCM ForexClear Clearing Member party hereto irrevocably submits to such jurisdiction and agrees to waive any objection it might otherwise have to such jurisdiction, save that this submission to the exclusive jurisdiction of the courts of the State of New York, Borough of Manhattan in the United States of Americas, the United states District Court for the Southern District of New York or the courts of England and Wales shall not (and shall not be construed so as to) limit the right of the Clearing House to take proceedings in any other court of competent jurisdiction, nor shall the taking of action in one or more jurisdictions preclude the Clearing House from taking action in any other jurisdiction, whether concurrently or not.

### 4.8 Third Party Rights

A person who is not a party to this FCM ForexClear NDF Contract shall have no rights under or in respect of it. Rights of third parties to enforce any terms of this FCM ForexClear NDF Contract are expressly excluded.

### 5. General Standard Terms – Non-EMTA Currencies ("General Standard Terms – Non-EMTA Currencies")

The following terms are designated as General Standard Terms – Non-EMTA Currency Pairs of a registered FCM ForexClear NDF Contract – Non-EMTA Template Currency Pairs:

### 5.1 Valuation Postponement for Price Source Disruption

"Valuation Postponement" means, for purposes of obtaining a Settlement Rate, that the Settlement Rate will be determined on the business day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date, that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Settlement Rate will be determined on the next business day after the Maximum Days of Postponement as being the applicable Fallback Reference Price.

### 5.2 Fallback Reference Price

"Fallback Reference Price" means the Clearing House calculated end of day spot price for the applicable Currency Pair from the previous end of day margin run.

### 5.3 WM/Reuters Closing Spot Rate

"WM/Reuters Closing Spot Rate" means, for the relevant Currency Pair, the exchange rate at the relevant time at which such rate is to determined for foreign exchange transactions for value on the relevant Settlement Date, as calculated and published by the WM Company and Thomson Reuters, which appears on the respective Thomson Reuters screen, as follows:

- (a) Reference Currency: AUD; Settlement Currency: USD; Thomson Reuters Screen: USDAUDFIXM=WM
- (b) Reference Currency: GBP; Settlement Currency: USD; Thomson Reuters Screen: USDGBPFIXM=WM

- (c) Reference Currency: EUR; Settlement Currency: USD; Thomson Reuters Screen: USDEURFIXM=WM
- (d) Reference Currency: CHF; Settlement Currency: USD; Thomson Reuters Screen: USDCHFFIXM=WM
- (e) Reference Currency: JPY; Settlement Currency: USD; Thomson Reuters USDJPYFIXM=WM
- (f) Reference Currency: MXN; Settlement Currency: USD; Thomson Reuters USDMXNFIX=WM
- (g) Reference Currency: DKK; Settlement Currency: USD; Thomson Reuters Screen: USDDKKFIXM=WM
- (h) Reference Currency: NOK; Settlement Currency: USD; Thomson Reuters Screen: USDNOKFIXM=WM
- (i) Reference Currency: SEK; Settlement Currency: USD; Thomson Reuters USDSEKFIXM=WM
- (j) Reference Currency: CAD; Settlement Currency: USD; Thomson Reuters USDCADFIXM=WM
- (k) Reference Currency: SGD; Settlement Currency: USD; Thomson Reuters USDSGDFIXM=WM
- (l) Reference Currency: ZAR; Settlement Currency: USD; Thomson Reuters USDZARFIXM=WM
- (m) Reference Currency: NZD; Settlement Currency: USD; Thomson Reuters USDNZDFIX=WM
- (n) Reference Currency: HKD; Settlement Currency: USD; Thomson Reuters USDHKDFIX=WM

# PART B REGISTRATION OF AN FCM FOREXCLEAR NDF CONTRACT - PRODUCT ELIGIBILITY CRITERIA

### 1. Registration of an FCM ForexClear Contract

Without prejudice to the FCM Regulations and the FCM Procedures, the Clearing House will only register an FCM ForexClear NDF Contract pursuant to receipt of particulars of a transaction where at the time of the particulars being presented:

- (a) the transaction meets the Product Eligibility Criteria set out in paragraphs 2 or 3 below, as applicable, for an FCM ForexClear Transaction;
- (b) each party to the transaction is an Executing Party; and
- (c) the FCM ForexClear Clearing Member in whose name the FCM ForexClear NDF Contract is to be registered has not been declared a defaulter by the Clearing House.

and the requirements of paragraph 1(a), (b) and (c) above continue to be satisfied at the Registration Time.

### 2. FCM ForexClear Product Eligibility Criteria for an FCM ForexClear NDF Contract – EMTA Template Currency Pairs

**Instrument** Non-Deliverable FX Transaction

Economic Terms

The transaction particulars submitted to the Clearing

House specify all the Economic Terms.

### **Reference Currency** One of:

- 1. BRL Brazilian Real,
- 2. RUB Russian Rouble,
- 3. INR Indian Rupee,
- 4. CLP Chilean Peso,
- 5. CNY Chinese Yuan,
- 6. KRW South Korean Won,
- 7. COP Colombian Peso,
- 8. IDR Indonesian Rupiah,
- 9. MYR Malaysian Ringgit,
- 10. PHP Philippine Peso,

- 11. TWD Taiwan Dollar, or
- 12. PEN Peruvian Sol.

#### **Valuation Date**

A date with respect to the EMTA Template Currency Pair to which the FCM ForexClear NDF Transaction relates and is (i) a valid Business Day, (ii) no earlier than the Business Day (as defined in the FCM Regulations) immediately following the Submission Date and (iii) determined as set forth in the FCM Procedures and/or relevant EMTA Template for the EMTA Template Currency Pair.

#### **Settlement Date**

A date with respect to the EMTA Template Currency Pair to which the FCM ForexClear NDF Transaction relates and is:

- A. no earlier than the date immediately following the Valuation Date; and
- B. no later than the date falling (1) for Brazilian Real, five calendar years and (2) for all other Reference Currencies, two calendar years, in each case plus two Business Days immediately following the Submission Date, **provided that** in each case such date shall be: (i) a valid Business Day and (ii) determined as set out in the FCM Procedures and/or relevant EMTA Template.

**Settlement Type** Non-Deliverable

**Settlement Currency** USD

**Calculation Agent** The Clearing House

## 3. FCM ForexClear Product Eligibility Criteria for an FCM ForexClear NDF Contract – Non-EMTA Currency Pairs

**Instrument** Non-Deliverable FX Transaction – Non-EMTA Currency

**Pairs** 

**Economic Terms** The transaction particulars submitted to the Clearing

House specify all the Economic Terms.

**Reference Currency** One of:

1. EUR – Euro,

2. GBP – British Pound.

3. AUD – Australian Dollar,

- 4. CHF Swiss Franc,
- 5. JPY Japanese Yen,
- 6. DKK Danish Krone,
- 7. NOK Norwegian Krone,
- 8. SEK Swedish Krona.
- 9. CAD Canadian Dollar,
- 10. SGD Sinapore Dollar,
- 11. ZAR South African Rand,
- 12. MXN Mexican Peso,
- 13. NZD New Zealand Dollar, or
- 14. HKD Hong Kong Dollar.

#### **Valuation Date**

A date with respect to the Non-EMTA Template Currency Pair to which the FCM ForexClear Transaction relates and is (i) a valid Business Day, (ii) no earlier than the Business Day (as defined in the FCM Regulations) immediately following the Submission Date and (iii) determined as set forth in the FCM Procedures and/or given Non-EMTA NDF Contract Template.

#### **Settlement Date**

A date with respect to the Non-EMTA Template Currency Pair to which the FCM ForexClear Transaction relates and is:

- A. no earlier than the date immediately following the Valuation Date: and
- B. no later than the date falling (1) for Euro, British Pound, Australian Dollar, Swiss Franc and Japanese Yen, five (5) calendar years and (2) for all other Non-EMTA Currencies, two (2) calendar years, in each case plus two Business Days immediately following the Submission Date, **provided that** in each case such date shall be: (i) a valid Business Day and (ii) determined as set out in the FCM Procedures and/or given Non-EMTA NDF Contract Template.

**Settlement Type** 

Non-Deliverable

**Settlement Currency** 

USD

**Settlement Rate** (Option)

As set forth in the relevant Non-EMTA NDF Contract

Template

**Calculation Agent** 

The Clearing House

#### PART C

#### LCH NON-EMTA NDF CONTRACT TEMPLATES

i. Specific Standard Terms for EUR/USD Non-Deliverable FX Transactions

Reference Currency:	EUR
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.

Convention for a	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
Holiday Type Determination Date for Valuation Date:	A 'scheduled holiday' pursuant to Holiday Type Determination
	for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## ii. Specific Standard Terms for GBP/USD Non-Deliverable FX Transactions

Reference Currency:	GBP
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House

Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for Valuation Date:	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.  An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## iii. Specific Standard Terms for AUD/USD Non-Deliverable FX Transactions

Reference Currency:	AUD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.

Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
Valuation Date:	A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## iv. Specific Standard Terms for CHF/USD Non-Deliverable FX Transactions

Reference Currency:	CHF

Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
Valuation Date:	A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.

	An 'unscheduled holiday' pursuant to Holiday Type
	Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the
	Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## v. Specific Standard Terms for JPY/USD Non-Deliverable FX Transactions

Reference Currency:	JPY
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.

	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
Valuation Date:	A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## vi. Specific Standard Terms for MXN/USD Non-Deliverable FX Transactions

Reference Currency:	MXN
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## vii. Specific Standard Terms for DKK/USD Non-Deliverable FX Transactions

Reference Currency:	DKK
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for Valuation Date:	Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## viii. Specific Standard Terms for NOK/USD Non-Deliverable FX Transactions

Reference Currency:	NOK
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for Valuation Date:	Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## ix. Specific Standard Terms for SEK/USD Non-Deliverable FX Transactions

Reference Currency:	SEK
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement
	Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for	WMR Calendar
Valuation Date:	

## x. Specific Standard Terms for CAD/USD Non-Deliverable FX Transactions

Reference Currency:	CAD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following
	Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for	WMR Calendar
Valuation Date:	

## xi. Specific Standard Terms for SGD/USD Non-Deliverable FX Transactions

Reference Currency:	SGD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also
	meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor
	Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for
	Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for	WMR Calendar
Valuation Date:	

## xii. Specific Standard Terms for ZAR/USD Non-Deliverable FX Transactions

Reference Currency:	ZAR
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following
	Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for
	Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for	WMR Calendar
Valuation Date:	

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## xiii. Specific Standard Terms for NZD/USD Non-Deliverable FX Transactions

Reference Currency:	NZD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the

Determination Date for	Valuation Date in accordance with the Preceding Business Day
Valuation Date:	Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for	WMR Calendar
Valuation Date:	

## xiv. Specific Standard Terms for HKD/USD Non-Deliverable FX Transactions

Reference Currency:	HKD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Calculation Agent for Fallback Reference Price:	The Clearing House
Fallback Reference Price:	Calculation Agent for Fallback Reference Price
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.

Convention for a Holiday Type Determination Date for Valuation Date:	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

#### PART D FCM FOREXCLEAR NDO CONTRACT TERMS; FCM FOREXCLEAR CONTRACTS

Where an FCM ForexClear NDO Contract arises between the Clearing House and an FCM ForexClear Clearing Member pursuant to the FCM Regulations and the terms of any agreement entered into between them, the terms of such registered FCM ForexClear NDO Contract shall include these FCM ForexClear NDO Contract Terms, which shall comprise:

ARISING FROM FCM FOREXCLEAR NDO TRANSACTIONS

- (1) Interpretation;
- (2) Economic Terms; and
- (3) Standard Terms.

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail.

Subject to the FCM Regulations and the FCM Procedures, the Clearing House will use the FCM ForexClear NDO Contract Terms applicable to an FCM ForexClear NDO Contract to calculate the amounts due under the FCM ForexClear NDO Contract to, or from, the Clearing House in accordance with the FCM Procedures.

- 1. **Interpretation ("Interpretation")**
- 1.1 "ISDA Definitions" means the 1998 FX and Currency Options Definitions (including Annex A thereto) as published by ISDA, EMTA and FXC and, as applicable, are incorporated by reference herein.
- 1.2 "**FXC**" means the Foreign Exchange Committee or any successor entity.
- 1.3 "ISDA" means the International Swaps and Derivatives Association, Inc. or any successor entity.
- 1.4 Words and expressions used in these FCM ForexClear NDO Contract Terms that are not defined herein shall have the meaning given to them in the FCM Regulations or the FCM Procedures, unless expressly provided otherwise. Words and expressions used in these FCM ForexClear NDO Contract Terms that are not defined in the FCM Regulations and the FCM Procedures, but which are defined in the ISDA Definitions, EMTA Templates or LCH Non-EMTA NDO Contract Templates, shall have the meanings given to them in the ISDA Definitions, EMTA Templates or LCH Non-EMTA NDO Contract Templates, unless expressly provided otherwise.
- 1.5 In the event of an inconsistency or conflict, the FCM Regulations and FCM Procedures will prevail over the ISDA Definitions.
- 1.6 References in the ISDA Definitions to a "Currency Option Transaction" shall be deemed to be references to an "FCM ForexClear NDO Transaction" for the purposes of these FCM ForexClear NDO Contract Terms.
- 1.7 Except where expressly stated otherwise, all reference to "Sections" means Sections in the ISDA Definitions.

- In relation to any amendment to the ISDA Definitions published from time to time by ISDA, EMTA and FXC, the Clearing House may from time to time, by notice delivered to the FCM ForexClear Clearing Members, give directions as to whether such amendment shall apply to FCM ForexClear NDO Contracts and, if so, with immediate effect or with such deferred effect as the Clearing House shall determine (provided that in any event any such amendment shall only apply in relation to FCM ForexClear NDO Contracts that have a Trade Date that falls on or after the effective date of such amendment).
- 1.9 Any such notice may provide that despite the application of any such amendment to the ISDA Definitions to FCM ForexClear NDO Contracts going forward, these FCM ForexClear NDO Contracts shall continue, for the purpose of margining, valuation, set-off or otherwise, to be regarded as fully fungible with FCM ForexClear NDO Contracts registered in a FCM ForexClear Clearing Member's name prior to the time such amendment comes into effect.
- 1.10 The omission to give notice under this provision to, or the non-receipt of notice under paragraphs 1.8 or 1.9 above by, any FCM ForexClear Clearing Member shall not invalidate the amendment with which the notice is concerned.

#### 2. **Economic Terms**

- 2.1 The Economic Terms of an FCM ForexClear NDO Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding FCM ForexClear NDO Transaction.
- 2.2 The particulars of an FCM ForexClear NDO Transaction presented to the Clearing House must include matched information in respect of the following Economic Terms that are not predetermined in the relevant EMTA Template or LCH Non-EMTA NDO Contract Template, where applicable:
  - (a) Trade Date (Section 1.25)
  - (b) Buyer (Section 3.1(a))
  - (c) Seller (Section 3.1(f))
  - (d) Call Currency (Section 3.1(b))
  - (e) Call Currency Amount (Section 3.1(c))
  - (f) Put Currency (Section 3.1(d))
  - (g) Put Currency Amount (Section 3.1(e))
  - (h) Strike Price (Section 3.1(g))
  - (i) Settlement Date (Section 1.24)
  - (j) Valuation Date (Section 1.16(f))
  - (k) Premium; Price (Section 3.4(a))
  - (1) Premium Payment Date (Section 3.4(b))

2.3 However, as set out more particularly in FCM Regulation 38, where the FCM ForexClear NDO Transaction specifies an FCM ForexClear Clearing Member as the Seller, with the other FCM ForexClear Member as the Buyer, the Clearing House, in respect of each FCM ForexClear NDO Contract to which it is party pursuant to the corresponding FCM ForexClear NDO Transaction, shall be (i) the Buyer; and (ii) the Seller under such FCM ForexClear NDO Contract, respectively.

#### 3. Standard Terms ("Standard Terms")

The following terms are the Standard Terms of a registered FCM ForexClear NDO Contract:

#### 3.1 Non-Deliverable Transaction

The FCM ForexClear NDO Transaction evidenced by these FCM ForexClear NDO Contract Terms shall be a Non-Deliverable Currency Option Transaction.

#### 3.2 Currency Option Style (Section 3.2)

European

#### 3.3 Currency Option Type (Section 3.3)

Put / Call

#### 3.4 Date of Annex A (Section 4.2)

Annex A to the ISDA Definitions is incorporated, as amended as at the Trade Date.

#### 3.5 Calculation Agent (Section 1.3)

The Clearing House is the Calculation Agent.

#### 3.6 Exercise (Section 3.6(a)) and Effectiveness of Notice of Exercise (Section 3.6(b))

The FCM Procedures shall govern the method by which the parties to an FCM ForexClear NDO Contract shall be able to exercise the rights granted pursuant to the related FCM ForexClear NDO Transaction and the effectiveness of such exercise. Accordingly, Section 3.6(a) and Section 3.6(b) of the ISDA Definitions shall each be disapplied in their entirety.

#### 3.7 Automatic Exercise (Section 3.6(c))

- (a) Subject to (b) below, Automatic Exercise shall be applicable to an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract.
- (b) The manner in which Automatic Exercise shall apply to an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract shall not be as set forth in Section 3.6(c) of the ISDA Definitions, but in accordance with, and subject to, the FCM Procedures.

#### 3.8 Terms Relating to Settlement (Section 3.7(b))

The FCM Procedures shall govern the settlement of an FCM ForexClear NDO Transaction and the related FCM ForexClear NDO Contract and, accordingly, Section 3.7(b) of the ISDA Definitions shall be disapplied in its entirety (as applicable).

#### 3.9 Business Days

For the purposes of determining the Settlement Date, Valuation Date and Expiration Date, in addition to the Business Days for the Principal Financial Centers for the Currency Pair specified in the relevant Economic Terms, the Business Days specified in the Swaps Monitor Financial Calendar as published by Swaps Monitor Publications, Inc. (as further detailed in the FCM Procedures) from time to time, will apply to an FCM ForexClear NDO Contract, except where the Clearing House notifies FCM ForexClear Clearing Members otherwise in accordance with the Procedures.

#### 3.10 Withholding Tax Provisions

- (a) All payments due under an FCM ForexClear NDO Contract shall be made by the FCM ForexClear Clearing Member free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the FCM ForexClear Clearing Member, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Clearing House receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.
- (b) All payments due under an FCM ForexClear NDO Contract shall be made by the Clearing House free and clear and without deduction or withholding for or on account of any tax. Payments in respect of which such deduction or withholding is required to be made, by the Clearing House, shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the FCM ForexClear Clearing Member receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

#### 3.11 Payment of Stamp Tax

Each FCM ForexClear Clearing Member will pay any Stamp Tax or duty levied or imposed upon it in respect of any FCM ForexClear NDO Contract to which it is a party by a jurisdiction in which it is incorporated, organised, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting is located ("**Stamp Tax Jurisdiction**") or by any other jurisdiction, and will indemnify the Clearing House against any Stamp Tax or duty levied or imposed upon the Clearing House by any such Stamp Tax Jurisdiction or by any other jurisdiction in respect of any FCM ForexClear NDO Contract registered by the Clearing House and to which that FCM ForexClear Clearing Member is a party.

#### 3.12 Payments under an FCM ForexClear NDO Contract

Payments under, and in respect of, an FCM ForexClear NDO Contract shall be calculated by the Clearing House and shall be made by, or to, the FCM ForexClear Clearing Member in accordance with the provisions of the FCM Procedures.

#### 3.13 Regulations

An FCM ForexClear NDO Contract shall be subject to the FCM Regulations and the FCM Procedures, which shall form a part of its terms. In the event of any inconsistency between these FCM ForexClear NDO Contract Terms and the FCM Regulations or the FCM Procedures, the FCM Regulations and the FCM Procedures will prevail.

#### 3.14 Governing Law

Each FCM ForexClear NDO Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the State of New York in the United States of America without regard to principles of conflicts of laws and the parties hereby irrevocably agree for the benefit of the Clearing House that (i) the courts of the State of New York, Borough of Manhattan in the United States of Americas, (ii) the United States District Court for the Southern District of New York, or (iii) the courts of England and Wales shall have exclusive jurisdiction to hear and determine any action or dispute which may arise herefrom. The FCM ForexClear Clearing Member party hereto irrevocably submits to such jurisdiction and agrees to waive any objection it might otherwise have to such jurisdiction, save that this submission to the exclusive jurisdiction of the courts of the State of New York, Borough of Manhattan in the United States of Americas, the United states District Court for the Southern District of New York or the courts of England and Wales shall not (and shall not be construed so as to) limit the right of the Clearing House to take proceedings in any other court of competent jurisdiction, nor shall the taking of action in one or more jurisdictions preclude the Clearing House from taking action in any other jurisdiction, whether concurrently or not.

#### 3.15 Third Party Rights

A person who is not a party to an FCM ForexClear NDO Contract shall have no rights under or in respect of it. Rights of third parties to enforce any terms of an FCM ForexClear NDO Contract are expressly excluded.

#### 3.16 Valuation Postponement for Price Source Disruption

"Valuation Postponement" means, for purposes of obtaining a Settlement Rate, that the Settlement Rate will be determined on the Business Day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date, that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Settlement Rate will be determined on the next Business Day after the Maximum Days of Postponement as being the applicable Fallback Reference Price.

"Fallback Reference Price" means the Clearing House calculated end of day spot price for the applicable Currency Pair from the previous end of day margin run.

#### 3.17 WM/Reuters Closing Spot Rate

The following shall only apply to an FCM ForexClear NDO Contract where EUR, GBP, AUD, CHF or JPY is the Reference Currency:

"WM/Reuters Closing Spot Rate" means, for the relevant Currency Pair, the exchange rate at the relevant time at which such rate is to determined for foreign exchange transactions for value on the relevant Settlement Date, as calculated and published by the WM Company and Thomson Reuters, which appears on the respective Thomson Reuters screen, as follows:

- (a) Reference Currency: AUD; Settlement Currency: USD; Thomson Reuters Screen: USDAUDFIXM=WM;
- (b) Reference Currency: GBP; Settlement Currency: USD; Thomson Reuters Screen: USDGBPFIXM=WM;
- (c) Reference Currency: EUR; Settlement Currency: USD; Thomson Reuters Screen: USDEURFIXM=WM;
- (d) Reference Currency: CHF; Settlement Currency: USD; Thomson Reuters Screen: USDCHFFIXM=WM; or
- (e) Reference Currency: JPY; Settlement Currency: USD; Thomson Reuters USDJPYFIXM=WM.
- 4. If the terms of an EMTA Template or LCH Non-EMTA NDO Contract Template conflict with these FCM ForexClear NDO Contract Terms, these FCM ForexClear NDO Contract Terms shall prevail. If the terms of an EMTA Template conflict with the ISDA Definitions, the terms of the EMTA Template shall prevail.

# PART E REGISTRATION OF AN FCM FOREXCLEAR NDO CONTRACT - PRODUCT ELIGIBILITY CRITERIA

#### 1. Registration of an FCM ForexClear NDO Contract

Without prejudice to the FCM Regulations and the FCM Procedures, the Clearing House will only register an FCM ForexClear NDO Contract pursuant to receipt of particulars of a transaction where at the time of the particulars being presented:

- (a) the transaction meets the FCM Product Eligibility Criteria set out in paragraph 2 or 3 below, as applicable, for an FCM ForexClear NDO Transaction;
- (b) each party to the transaction is an Executing Party; and
- (c) the FCM ForexClear Clearing Member in whose name the FCM ForexClear NDO Contract is to be registered has not been declared a defaulter by the Clearing House.

and the requirements of paragraphs 1(a), (b) and (c) above continue to be satisfied at the Registration Time.

#### 5. Product Eligibility Criteria for an FCM ForexClear NDO Contract

Instrument	Non-Deliverable Currency Option Transaction
<b>Economic Terms</b>	The transaction particulars submitted to the Clearing House specify all the Economic Terms.
Currency Pair	One of
	USD/BRL,
	USD/KRW,
	USD/INR,
	USD/TWD,
	AUD/USD,
	EUR/USD,
	GBP/USD,
	CHF/USD, or
	JPY/USD
Valuation Date	A date with respect to the Currency Pair to which the FCM ForexClear NDO Transaction relates and is (i) a valid Business Day, (ii) no earlier than the Business Day

Settlement Date	immediately following the Submission Date and (iii) determined as set forth in the FCM Procedures, relevant EMTA Template or relevant LCH Non-EMTA NDO Contract Template, as applicable, for the Currency Pair.  A date with respect to the Currency Pair to which the FCM ForexClear NDO Transaction relates and is:
	no earlier than the date immediately following the Valuation
	Date; and
	(A) with respect to FCM ForexClear NDO Contracts where BRL is the Reference Currency, no later than the date falling five (5) calendar years plus two Business Days immediately following the Submission Date and (B) for all other FCM ForexClear NDO Contracts, no later than the date falling two (2) calendar years plus two Business Days immediately following the Submission Date, provided that in each case such date shall be: (i) a valid Business Day and (ii) determined as set forth in the FCM Procedures, relevant EMTA Template or relevant LCH Non-EMTA NDF Contract Template, as applicable, for the Currency Pair.
Settlement Type	Non-Deliverable
<b>Settlement Currency</b>	USD
Settlement Rate Option	As set forth in the relevant EMTA Template or LCH Non-EMTA Contract Template
Calculation Agent	The Clearing House

#### PART F LCH NON-EMTA NDO CONTRACT TEMPLATES

i. EUR/USD Non-Deliverable Currency Option Transactions

Reference Currency:	EUR
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.  Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Expiration Date:	Valuation Date
Expiration Time:	The time at which the Spot Rate is determined
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls
	on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Business Day Convention for a Holiday Type	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination
	for Valuation Date with respect to the Valuation Date will adjust

Determination Date for Valuation Date:	the Valuation Date in accordance with the Preceding Business Day Convention.
varuation Date.	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## ii. GBP/USD Non-Deliverable Currency Option Transactions

Reference Currency:	GBP
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Expiration Date:	Valuation Date
Expiration Time:	The time at which the Spot Rate is determined
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.

	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for Valuation Date:	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## iii. AUD/USD Non-Deliverable Currency Option Transactions

Reference Currency:	AUD
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Expiration Date:	Valuation Date
Expiration Time:	The time at which the Spot Rate is determined

Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
Valuation Date:	A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar

## iv. CHF/USD Non-Deliverable Currency Option Transactions

Reference Currency:	CHF
Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the

	Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Expiration Date:	Valuation Date
Expiration Time:	The time at which the Spot Rate is determined
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.  An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for Valuation Date:	Business Day Convention for a Holiday Type Determination Date for Valuation Date:  A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.  An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the
Relevant Calendar for Valuation Date:	Following Business Day Convention.  WMR Calendar

## v. JPY/USD Non-Deliverable Currency Option Transactions

Reference Currency:	JPY

Settlement Currency:	USD
Settlement Date:	Will be valid if a business day pursuant to the New York public holiday calendar (NYB), as published by Swaps Monitor Publications, Inc., and is a day on which the Clearing House is open for business.
	Will be subject to adjustment in accordance with the Following Business Day Convention if the Valuation Date is adjusted to a date equal to or after the Settlement Date. In such cases, the Settlement Date should be adjusted to the next Business Day (which also meets the foregoing requirements) after the Valuation Date.
Settlement:	Non-Deliverable
Settlement Rate (Option):	WM/Reuters Closing Spot Rate
Expiration Date:	Valuation Date
Expiration Time:	The time at which the Spot Rate is determined
Price Source Disruption:	Applicable
Maximum Days of Postponement:	1 day
Holiday Type Determination for Valuation Date:	A 'scheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time greater than 48 hours prior to 9:00 London time on the Valuation Date.
	An 'unscheduled holiday' is deemed to be such when it (i) falls on the Valuation Date and (ii) is published in the SwapsMonitor Financial Calendar (with respect to the Relevant Calendar for Valuation Date) at a time less than or equal to 48 hours prior to 9:00 London time on the Valuation Date.
Convention for a Holiday Type Determination Date for Valuation Date:	Business Day Convention for a Holiday Type Determination Date for Valuation Date:
	A 'scheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation Date will adjust the Valuation Date in accordance with the Preceding Business Day Convention.
	An 'unscheduled holiday' pursuant to Holiday Type Determination for Valuation Date with respect to the Valuation

	Date will adjust the Valuation Date in accordance with the Following Business Day Convention.
Relevant Calendar for Valuation Date:	WMR Calendar